

Court File No.: CV-24-00715153-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AND

Court File No.: CV-24-00718718-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF 256 VICTORIA STREET WEST ULC

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

**MOTION RECORD
(Distribution, Settlement Approval and Ancillary Matters)
Returnable July 2, 2025**

June 25, 2025

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Court File No.: CV-24-00715153-00CL

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SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
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IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AND

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Respondent

**MOTION RECORD
I N D E X**

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TAB 1

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**NOTICE OF MOTION
(Returnable July 2, 2025)**

Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of the Property of Antamex Industries ULC (“**Antamex**”) and 256 Victoria Street West ULC (“**256 Victoria**”) will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) on July 2, 2025 at 10:30 a.m., or as soon after that time as the motion can be heard.

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

- ☐ In writing under subrule 37.12.1(1) because it is (*insert one of* on consent, unopposed *or* made without notice);
- ☐ In writing as an opposed motion under subrule 37.12.1(4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

at the following location:

Zoom Link:

<https://ca01web.zoom.us/j/68763445471?pwd=c212MHFNenltVXZrS0NYTkZXWUdQQT09%20%27>

Meeting ID: 687 6344 5471

Passcode: 530196

Please advise if you plan to attend the motion by emailing Caitlin McIntyre at caitlin.mcintyre@blakes.com.

THIS MOTION IS FOR:¹

1. An order substantially in the form appended to the Receiver’s Motion Record (the “**Distribution, Settlement Approval and Ancillary Matters Order**”):

¹ Capitalized terms not otherwise defined herein have the meanings given to them in the Sixth Report of the Receiver dated June 25, 2025 (the “**Sixth Report**”).

- (a) Authorizing the Receiver to enter into a proposed settlement agreement with GEN in respect of the US Glass Equipment (the “**GEN Settlement**”) and authorizing the Receiver to distribute the proceeds thereof to EDC promptly upon receipt;
 - (b) approving a proposed interim distribution to EDC in respect of the EDC Indebtedness from the 256 Reserve and from Antamex's estate;
 - (c) approving the distribution of Project funds held by the Receiver to Subcontractors holding valid Trust Claims;
 - (d) approving the distribution of the remaining Project funds to EDC following final resolution of Trust Claims; and
 - (e) approving the activities and fees of the Receiver and its counsel as set out in the Third Report dated November 11, 2024, the Fourth Report dated January 27, 2025, the Fifth Report dated March 19, 2025 and the Sixth Report.
2. Such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Background

Antamex Appointment

3. Antamex was a British Columbia corporation in the business of designing, engineering, manufacturing and installing custom modular glass façade solutions for multi-story buildings. Antamex operated from two locations: (i) a head office and assembly plant at 210 Great Gulf Drive, Concord, Ontario, and (ii) a fabrication manufacturing facility at 256 Victoria Street West, Alliston, Ontario (the “**Alliston Premises**” and together the “**Premises**”).
4. On March 5, 2024, this Court granted an order on application by EDC appointing Deloitte as Receiver over certain priority collateral of Antamex located primarily in the United States. On

March 13, 2024, the Receiver's appointment was expanded by an order of this Court to include all the Property of Antamex.

256 Victoria Appointment

5. 256 Victoria is a British Columbia corporation that operates as a real estate holding company and is the owner of the Alliston Premises. Antamex leased the Alliston Premises from 256 Victoria and guaranteed 256 Victorias's obligations to Royal Bank of Canada ("**RBC**").

6. On April 23, 2024, pursuant to an order (the "**256 Appointment Order**") of this Court, Deloitte was appointed as Receiver of the assets, undertakings and property of 256 Victoria. The 256 Appointment Order authorized the procedural consolidation of the receivership proceedings in respect of the Debtors (the "**Receivership Proceedings**").

Activities of the Receiver since the date of the Fifth Report

Bankruptcy of the Debtors

7. On January 31, 2024, the Receiver sought and obtained the Distribution and Ancillary Relief Order which, among other things, authorized and directed the Receiver to file assignments in bankruptcy in respect of the Debtors pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3.

8. On March 18, 2025, the Receiver filed assignments in bankruptcy on behalf of both Antamex and 256 Victoria, and B. Riley Farber Inc., LIT was appointed as Trustee in Bankruptcy.

Sureties

9. On February 18, 2024, the Court released its endorsement directing the Sureties to make payment of the \$2 million payable under the Ancillary Relief Order along with interest thereon from April 25, 2024 and costs.

10. The Receiver has now received full payment from the Sureties, including costs and interest and is holding such funds pending this Court's authorization to distribute such amounts.

Lien Claims

11. The Receiver was contacted by a number of subcontractors who wish to advance lien and/or breach of trust claims against Antamex pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (the "**Construction Act**"). On March 19, 2025, the Receiver filed a motion seeking the Court's approval of a process ("**Claims Process**") to solicit and evaluate potential trust claims against Antamex under the *Construction Act*, similar legislation, or any other law (statutory or common law) providing for trust rights in favour of a claimant ("**Trust Claims**"). On March 26, 2025, the Court issued the Trust Claims Process Order providing for such Claims Process.

12. In total, the Receiver received 32 Proofs of Claim filed prior to the Claims Bar Date on April 25, 2025 and 1 late claim. The Receiver has issued Notices of Disallowance where necessary and has notified all claimants whose Trust Claims were accepted in full.

13. On June 10, 2025, the Receiver received Notices of Dispute from two of the Sureties, Aviva Insurance Company of Canada ("**Aviva**") and Nationwide Mutual Insurance Company ("**Nationwide**") disputing the Receiver's assessment of their claims (the "**Surety Dispute Notices**"). The Receiver is in the process of reviewing and evaluating the Surety Dispute Notices and intends to engage with both Aviva and Nationwide to attempt to reach a consensual resolution of matters raised therein. If no consensual resolution can be reached, the Receiver anticipates seeking the assistance of this Court to resolve the purported Trust Claims of Aviva and Nationwide.

14. The Receiver has received four additional Dispute Notices from Subcontractors on Projects where the Receiver is not holding any funds for distribution or where the claim related to a general, non-project specific cost of Antamex and was, accordingly, an unsecured claim. The Receiver has

clarified with these Subcontractors the basis of their claim's disallowance and understands these Dispute Notices to be resolved.

15. With the exception of the foregoing, the Receiver has not received any other Notices of Dispute in respect of Notices of Disallowance that were sent to claimants.

Stuart Olson

16. The Receiver is party to a Project Material Agreement dated April 19, 2024 (the "**Project Material Agreement**") with Stuart Olson Construction Ltd. ("**Stuart Olson**"), pursuant to which all materials related to the York University Markham Centre Campus Phase 1 Project (the "**YorkU Project**") were released to Stuart Olson upon payment by Stuart Olson of outstanding accounts receivable related to the YorkU Project. Stuart Olson disputed that certain amounts forming part of the accounts receivable are payable to Antamex. Pursuant to the Project Material agreement, the Receiver is obligated to hold the disputed amount (the "**Disputed Amount**") in trust for Stuart Olson pending a resolution of the parties' entitlement.

17. The Receiver has reviewed the Proof of Claim filed by Stuart Olson and the agreements between Stuart Olson and Antamex and confirmed that (i) Stuart Olson has a valid contractual right to set off its damages against its accounts payable to Antamex on the date of the Receiver's appointment, and (ii) Stuart Olson has sustained damages that outweigh the Disputed Amount. The Receiver therefore seeks this Court's authorization to return the Disputed Amount to Stuart Olson.

Tracing Results

18. In order to ensure that potential Trust Claims were preserved, the Receiver deposited all Project-specific receipts into segregated accounts. The Receiver undertook the task of determining whether any funds in Antamex's possession on its appointment could be traced to a specific Project, such that Trust Claims could be maintained over such funds.

19. As a result of this analysis, the Receiver identified pre-appointment Project-specific funds available for distribution on the following Projects;

- (a) South Station (Massachusetts);
- (b) 109 Brookline (Massachusetts);
- (c) University of Toronto – Academic Wood Tower (Ontario);
- (d) University of Toronto SIRC/Ellisdon (Ontario);
- (e) The Well Building -Podium (Ontario);
- (f) NTCH Toronto Court House (Ontario); and
- (g) 140 Yorkville/ TMG Builders (Ontario).

20. Based on the foregoing, as contemplated by the Trust Claims Process Order, the Receiver denied all Trust Claims filed in respect of a Project where no funds were available for distribution.

Basis for Relief

GEN Settlement

21. The Receiver was initially appointed in respect of certain US Collateral constituting the priority collateral of EDC pursuant to the Partial Appointment Order. The US Collateral consists primarily of certain glass manufacturing equipment (the "**US Glass Equipment**") located in Norwich, Connecticut. Antamex asserted ownership of the US Glass Equipment.

22. 30. The US Glass Equipment is stored at a property (the "**Norwich Premises**") formerly leased to Antamex's affiliate, Naverra LLC ("**Naverra**") by Norwich 40 TGCI, LLC (the "**Norwich Landlord**"). Naverra ceased operations and was evicted from the Norwich Premises in November 2023, jeopardizing the US Glass Equipment.

23. Third-party possession of the US Glass Equipment by the Norwich Landlord was a primary motivation for granting the Partial Appointment Order and the stay of proceedings contained therein.

24. On March 12, 2024, the Norwich Landlord confirmed that it had leased the Norwich Premises to Glass Enterprises Northeast LLC (“**GEN**”). On May 6, 2024, the Receiver and its counsel received a letter from counsel to GEN (the “**GEN Letter**”) setting out the basis of GEN’s purported ownership interest in the US Glass Equipment and enclosing documentation not previously made available to the Receiver.

25. The Receiver reviewed the documentation provided by GEN and determined that there is uncertainty regarding whether the owner of the US Glass Equipment was Antamex or Naverra. The Receiver takes the position, however, that notwithstanding the uncertainty regarding Antamex’s ownership interest, Antamex maintained a valid, registered security interest in the US Glass Equipment and that any acquisition of the US Glass Equipment by GEN would be subject to this security interest. GEN disputes this position.

26. The Receiver has continued to engage with GEN in an effort to arrive at a consensual resolution of this issue. Several months of communication have culminated in a settlement agreement (the “**GEN Settlement Agreement**”), whereby the Receiver, on behalf of Antamex, GEN, its affiliate Norwich Equipment Finance, LLC and the Norwich Landlord have agreed, subject to the terms and conditions contained in the GEN Settlement Agreement, to settle their disputes in relation to the US Glass Equipment.

27. The Receiver requests this Court's approval of the GEN Settlement Agreement. The Receiver intends to enter into the GEN Settlement Agreement, subject to final minor amendments, following this Court's approval thereof.

Distributions

28. At the time the Receiver was appointed, EDC was owed the amount of \$10,462,962.93 by Antamex pursuant to a Credit Facility Agreement dated November 5, 2021 among EDC as lender, Antamex as borrower, and Naverra as guarantor (as amended, the “**Credit Agreement**”). Interest has continued to accrue on this amount since appointment of the Antamex Receiver. Antamex is now indebted to EDC in the estimated amount of \$10.9 million (together with all interest and applicable costs incurred up to the date of the Interim Distributions, the “**EDC Indebtedness**”).

29. Antamex’s obligations under the Credit Agreement are secured by a charge on the personal property of Antamex derived from the General Security Agreement dated November 5, 2021 by Antamex in favour of EDC. EDC's security interest was registered after registrations by HSBC Bank Canada (now RBC) and certain equipment lessors .

30. The Receiver requested that Blake, Cassels & Graydon LLP (“**Blakes**”), as its counsel, conduct a review of the security granted by Antamex to EDC. Following its review, Blakes provided the Receiver with an opinion that, subject to standard assumptions and qualifications, pursuant to the applicable security documentation, EDC created a valid security interest against the Property of Antamex.

31. In accordance with the Distribution and Ancillary Matters Order dated January 31, 2025 (the “**RBC Distribution Order**”), distributions were made to RBC from the estates of 256 Victoria and Antamex in full satisfaction of RBC's debt. All leased equipment was returned to equipment lessors early on in these proceedings.

32. The Receiver is requesting authorization from the Court to make the following interim distribution (the “**Interim Distribution**”) to EDC in respect of the EDC Indebtedness from the

following sources, subject to maintaining an adequate reserve for go-forward matters and a holdback for any Project funds that remain the subject of a disputed claim:

- (a) Auction Proceeds: The Receiver is holding \$2,011,991 of Auction Proceeds.
- (b) 256 Reserve: In accordance with the RBC Distribution Order, \$650,000 was held back by the Receiver from the proceeds of the real property transaction in the 256 Victoria estate pending final accounting of matters in connection with the estate of 256 Victoria. The Receiver has completed such final accounting in connection with the estate of 256 Victoria and, in accordance with the RBC Distribution Order, Antamex has a subrogated claim to that of RBC against 256 Victoria in the amount of \$618,544.32, which amount may be distributed to Antamex for the benefit of its creditors.
- (c) Ancillary Relief Order Funds: The Receiver is holding approximately \$2,200,000 in relation to the payment made by the Sureties under the Ancillary Relief Order, as directed by the Court in its February 18, 2025 endorsement.
- (d) Project Funds: The Receiver is seeking authorization to distribute any funds that have been finally determined not to be funds held in trust for a Subcontractor or other trust claimant to EDC. Any funds over which a dispute exists, including all funds on the South Station Project, will be held back from such distribution.
- (e) GEN Settlement Funds: The Receiver seeks the Court's authorization to distribute settlement funds received under the GEN Settlement Agreement to EDC on a periodic basis upon their receipt without further order of the Court.

Approval of Fees and Activities

33. Pursuant to the Appointment Orders, the fees and disbursements of the Receiver and the fees and disbursements of its legal counsel were authorized to be paid on a periodic basis based on the fees and expenses incurred for the administration of these receivership proceedings.

34. The Receiver is seeking approval of its fees and those of its counsel in connection with the performance of their duties in the Receivership Proceedings in the following amounts:

- (a) the Receiver in the amount of CAD \$487,705.00, plus HST and disbursements for the period of September 1, 2024 to May 30, 2025;
- (b) counsel to the Receiver, Blakes, in the amount of CAD \$614,469.50, plus HST and disbursements for the period of September 1, 2024 to May 31, 2025;
- (c) US counsel to the Receiver, Perkins Coie LLP in the amount of USD \$72,637.60, plus disbursements for the period of September 1, 2024 to May 31, 2025; and
- (d) Delaware counsel to the Receiver, Chipman Brown Cicero & Cole, LLP in the amount of USD \$6,960.00, plus disbursements for the period of July 24, 2024 to May 31, 2025.

35. The Receiver estimates that approximately \$50,015.00 of the fees incurred by it and \$156,418.60 of the fees incurred by its counsel, Blakes, relate to the 256 Victoria receivership proceeding. These fees will be paid out of the 256 Reserve. The remaining amount of the 256 Reserve will be paid to Antamex's estate on account of Antamex's subrogated claim described above.

ADDITIONAL GROUNDS

36. The provisions of the *Bankruptcy and Insolvency Act*, and the inherent and equitable jurisdiction of this Honourable Court;

37. Rules 1.04, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

38. Such further and other grounds as counsel may advise.

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

- (a) The Sixth Report of the Receiver dated June 25, 2025;
- (b) Such further and other evidence as counsel may advise and this Honourable Court permit.

Date: June 25, 2025

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Lawyers for the Receiver

TO: SERVICE LIST

Court File No.: CV-24-00715153-00CL

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

Court File No.: CV-24-00718718-00CL

IN THE MATTER OF THE RECEIVERSHIP OF 256 VICTORIA STREET WEST ULC

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

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

Proceeding Commenced at Toronto

NOTICE OF MOTION

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Lawyers for the Receiver

TAB 2

Court File No.: CV-24-00715153-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AND

Court File No.: CV-24-00718718-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF 256 VICTORIA STREET WEST ULC

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

**SIXTH REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER
DATED JUNE 25, 2024**

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APPENDIX “B”:	Trust Claims Process Order
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I. INTRODUCTION AND PURPOSE OF THIS REPORT

1. On March 13, 2024, the Ontario Superior Court of Justice (the “**Court**”) granted the Appointment Order (defined below) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Antamex Receiver**”) of all the assets, undertakings and property acquired for or used in connection with the business of Antamex Industries ULC (“**Antamex**”).
2. On April 23, 2024, pursuant to the 256 Appointment Order (defined below), Deloitte was appointed as receiver (in such capacity, the “**256 Receiver**” and together with the Antamex Receiver, the “**Receiver**”) of the property of 256 Victoria Street West ULC (“**256 Victoria**” and together with Antamex, the “**Debtors**”). 256 Victoria is a related party to Antamex which owned the Alliston Premises (defined below) where Antamex was a tenant. The 256 Appointment Order authorized the procedural consolidation of the receivership proceedings in respect of the Debtors.
3. The purpose of this sixth report of the Receiver (the “**Sixth Report**”) is to provide information to the Court with respect to:
 - a) The activities of the Receiver since the Fifth Report dated March 19, 2025 (the “**Fifth Report**”), including the status of the Trust Claims Process (defined below) described therein; and
 - b) The basis for Orders, *inter alia*,
 - (i) authorizing the Receiver to enter into a proposed settlement agreement with GEN in respect of the US Glass Equipment (the “**GEN Settlement**”) and authorizing the Receiver distribute the proceeds thereof to Export and Development Canada (“**EDC**”) promptly upon receipt;

- (ii) approving a proposed interim distribution to EDC from the 256 Reserve (defined below) and Antamex's estate;
- (iii) approving the distribution of Project funds held by the Receiver to Subcontractors holding valid Trust Claims;
- (iv) approving the distribution of the remaining Project funds to EDC following final resolution of Trust Claims; and
- (v) approving the activities and fees of the Receiver and its counsel as set out in the Third Report dated November 11, 2024 (the "**Third Report**"), the Fourth Report dated January 27, 2025 (the "**Fourth Report**"), the Fifth Report and this Sixth Report.

II. TERMS OF REFERENCE

- 4. In preparing this Sixth Report, Deloitte has been provided with, and has relied upon unaudited, draft, and/or internal financial information, the Debtors' books and records, discussions with the Debtors' former management, shareholders, and employees, and information from third-party sources (collectively, the "**Information**"). Except as otherwise described in this Sixth Report:
 - a) Deloitte has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.

- b) Deloitte has filed this Sixth Report solely for the purpose of providing information to this Court. Parties using the Sixth Report other than for the purposes outlined herein are cautioned it may not be appropriate for their purposes.
- 5. Capitalized terms not otherwise defined herein have the meanings given to them in the Fifth Report, a copy of which is attached hereto as **Appendix “A”** without Appendices.
- 6. Unless otherwise stated, all dollar amounts contained in this Sixth Report are expressed in Canadian Dollars.

III. BACKGROUND

A. Antamex Appointment

- 7. On February 27, 2024, EDC made an application (the “**Application**”) to the Court for an order appointing Deloitte as receiver of the property, assets, and undertakings of Antamex. Antamex was in the business of designing, engineering, manufacturing and installing customer modular glass façade solutions for multi-story buildings.
- 8. Antamex operated from two locations: (i) a head office and assembly plant at 210 Great Gulf Drive, Concord, Ontario (the “**Concord Premises**”), and (ii) the Alliston Premises (defined below) which was a fabrication manufacturing facility (together the “**Premises**”).
- 9. The Court adjourned the Application to March 4, 2024 to provide Antamex with an opportunity to pursue interim financing from its surety bond providers (the “**Sureties**”).
- 10. On March 4, 2024, both EDC and Antamex delivered status updates to the Court. On the basis of such updates, on March 5, 2024, the Court granted an order (the “**Partial Receivership Order**”) appointing Deloitte as Receiver of certain priority collateral located primarily in the United States and described on Schedule “A” to the Partial Receivership Order (the “**US Collateral**”).

11. On March 12, 2024, EDC advised the Court that no deal had been reached regarding funding from the Sureties. The Sureties requested an additional 24 hours to attempt to arrive at an agreed upon form of receivership order.
12. On March 13, 2024 the Court issued an amended and restated receivership order (the “**Antamex Appointment Order**”) expanding Deloitte’s appointment as Antamex Receiver to all of the Property of Antamex.

B. 256 Victoria Appointment

13. On April 23, 2024, RBC brought an application to appoint Deloitte as Receiver of all of the assets, undertakings and properties of 256 Victoria.
14. 256 Victoria operated as a real estate holding company and is the owner of real property located at 256 Victoria Street West, Alliston, Ontario (the “**Alliston Premises**”). Antamex leased the Alliston Premises from 256 Victoria and guaranteed 256 Victoria’s obligations to RBC.
15. On April 23, 2024, pursuant to an order (the “**256 Appointment Order**”, together with the Antamex Appointment Order, the “**Appointment Orders**”) of the Court, Deloitte was appointed as the 256 Receiver. The 256 Appointment Order authorized the procedural consolidation of the Debtors’ receivership estates. Specifically, the Receiver is authorized to: (a) administer both estates as if they were a single receivership estate for the purpose of carrying out the Receiver’s administrative duties and responsibilities pursuant to the Appointment Order and the 256 Appointment Order and the requirements of the *Bankruptcy and Insolvency Act*; (b) maintain a consolidated website for both estates; (c) issue consolidated reports in respect of both proceedings; and (d) perform consolidated marketing and sales efforts in respect of the Property of 256 Victoria and the Property of Antamex.

IV. ACTIVITIES OF THE RECEIVER SINCE FIFTH REPORT

A. Bankruptcy of the Debtors

16. On January 31, 2024, the Receiver sought and obtained the Distribution and Ancillary Relief Order which, among other things, authorized and directed the Receiver to file assignments in bankruptcy in respect of the Debtors pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3.
17. On March 18, 2025, the Receiver filed assignments in bankruptcy on behalf of both Antamex and 256 Victoria, and B. Riley Farber Inc., LIT was appointed as Trustee in Bankruptcy (the “**Trustee**”).
18. The Receiver understands that the Trustee is investigating additional potential avenues of recovery for creditors of both Antamex and 256 Victoria, including any fraudulent conveyances or transfers at undervalue that may have occurred prior to the appointment of the Receiver, and will report to this Court regarding the results of such investigation in due course.

B. Sureties

19. As set out in the Fifth Report, on February 18, 2024, the Court released its endorsement directing the Sureties to make payment of the \$2 million payable under the Ancillary Relief Order along with interest thereon from April 25, 2024 and costs.
20. The Receiver has now received full payment from the Sureties, including costs and interest and is holding such funds pending this Court’s authorization to distribute such amounts.
21. As set out in greater detail below, two of the Sureties have filed Notices of Dispute with the Receiver with respect to the Notices of Disallowance sent on May 27, 2025 in relation to purported Trust Claims (defined below) filed by the Sureties in the Claims Process (defined below).

C. Trust Claims

i. *Trust Claims Process*

22. After its appointment, the Receiver was contacted by a number of subcontractors who wished to advance, trust claims against Antamex pursuant to, among other things, the *Construction Act*, R.S.O. 1990, c. C.30 (the “**Construction Act**”).
23. On March 19, 2025, the Receiver filed a motion seeking the Court’s approval of a process (the “**Claims Process**”) to solicit and evaluate potential trust claims against Antamex under the *Construction Act*, similar legislation, or any other law (statutory or common law) providing for trust rights in favour of a claimant (“**Trust Claims**”). On March 26, 2025, the Court issued the Trust Claims Process Order providing for such Claims Process. A copy of the Trust Claims Process Order is attached hereto as **Appendix “B”**.
24. As required by the Trust Claims Process Order, on or before March 28, 2025, the Receiver sent a Proof of Claim Document Package to (i) all Persons on the Service List in this proceeding, (ii) all Subcontractors who had, as of the date of the Trust Claims Process Order, provided the Receiver with notice of an asserted Trust Claim, and (iii) any other Person that the Receiver, in its sole discretion, determined may hold a Trust Claim against the Debtor, including the Sureties.
25. In total, the Receiver received 32 of Proofs of Claim filed prior to the Claims Bar Date on April 25, 2025, some of which included claims on multiple projects or unsecured claims that were not specific to any project. The Receiver also received 1 late claim. Attached hereto as **Appendix “C”** is a summary of the claims received by the Receiver on a project-by-project basis.
26. The Receiver issued 29 Notices of Disallowance to all claimants whose claims were either disallowed, partially disallowed or revised by the Receiver. As set out in the Trust Claims

Process Order, the deadline to file a Notice of Dispute with the Receiver is fourteen calendar days after the Receiver sends the Notice of Disallowance (the “**Dispute Period**”).

The Dispute Period in respect of all Notices of Disallowances will expire on or before July 1, 2025. The Receiver has also notified all claimants whose Trust Claims were accepted in full.

27. On June 10, 2025, the Receiver received Notices of Dispute from two of the Sureties, Aviva Insurance Company of Canada (“**Aviva**”) and Nationwide Mutual Insurance Company (“**Nationwide**”) disputing the Receiver’s assessment of their claims (the “**Surety Dispute Notices**”). The Receiver is in the process of reviewing and evaluating the Surety Dispute Notices and intends to engage with both Aviva and Nationwide to attempt to reach a consensual resolution of matters raised therein. If no consensual resolution can be reached, the Receiver anticipates seeking the assistance of this Court to resolve the purported Trust Claims of Aviva and Nationwide.
28. The Receiver has received three additional Dispute Notices from Subcontractors on Projects where the Receiver is not holding any funds for distribution. The Receiver has clarified with these Subcontractors that there are no Project funds available on which a Trust Claim could be maintained and understands these Dispute Notices to be resolved.
29. The Receiver has also received one additional Dispute Notice from an individual who filed an unsecured claim in respect of a general, non-project specific cost of Antamex. The Receiver has clarified with this individual that their claim is unsecured and understands this Dispute Notice to be resolved.
30. With the exception of the Surety Dispute Notices, which relate solely to the South Station Project, and the four additional Dispute Notices, the Receiver has not received any other Notices of Dispute in respect of Notices of Disallowance that were sent to claimants. The

Receiver is seeking authorization from the Court to distribute trust funds to the appropriate claimant, as determined by the Trust Funds Claims Process. Any funds over which a dispute exists (including all funds held on the South Station Project) will be held back from such distribution.

ii. *Stuart Olson*

31. As set out in the Fifth Report, the Receiver is party to a Project Material Agreement dated April 19, 2024 (the “**Project Material Agreement**”) with Stuart Olson Construction Ltd. (“**Stuart Olson**”), pursuant to which all materials related to the York University Markham Centre Campus Phase 1 Project (the “**YorkU Project**”) were released to Stuart Olson upon payment by Stuart Olson of outstanding accounts receivable related to the YorkU Project. Stuart Olson disputed that certain amounts forming part of the accounts receivable are payable to Antamex. Pursuant to the Project Material agreement, the Receiver is obligated to hold the disputed amount (the “**Disputed Amount**”), being \$562,893.44, in trust for Stuart Olson pending a resolution of the parties’ entitlement. As set out therein, the Disputed Amount was paid to the Receiver in trust to facilitate a commercial resolution and immediate release and pick-up by Stuart Olson of certain materials urgently needed and in the Receiver’s possession. A copy of the Project Material Agreement is attached hereto as **Appendix “D”**.
32. While Stuart Olson’s claim is not a “trust claim” under the *Construction Act*, as set out in the Fifth Report, the Receiver included Stuart Olson in the claimants asked to submit a proof of claim in the Claims Process to provide a clear procedure for adjudication and evaluation of Antamex’s entitlement to the Disputed Amount. Stuart Olson filed a Proof of Claim within the Claims Process setting out the basis for its assertion that the Disputed Amount was not payable to Antamex. Stuart Olson contends that payment of the Disputed

Amount was subject to Stuart Olson's contractual right to set off its damages for breach of its contract by Antamex. The Receiver has reviewed the Proof of Claim filed by Stuart Olson and the agreements between Stuart Olson and Antamex and has confirmed that (i) Stuart Olson has a valid contractual right to set off its damages against its accounts payable to Antamex on the date of the Receiver's appointment, and (ii) Stuart Olson has sustained damages that exceed the Disputed Amount. The Receiver therefore seeks this Court's authorization to return the Disputed Amount to Stuart Olson. The portion of the payment received from Stuart Olson that was not disputed, being \$63,474, will be distributed to holders of valid trust claims on the YorkU Project on a pro rata basis.

33. The Receiver understands that one claimant, Alumicor, through counsel, has objected to the return of the Disputed Amount to Stuart Olson and takes the position that the Disputed Amount should be made available to subcontractors on the YorkU Project. In the Receiver's view, the Disputed Amount was paid to the Receiver pursuant to an express reservation of rights and agreement to return the Disputed Amount to Stuart Olson if Stuart Olson's claims were validated. Stuart Olson's claims were validated through the Claims Process. Accordingly, in the Receiver's view, it is obligated to return the Disputed Amount to Stuart Olson. The Trust Claims Process Order has no effect on Alumicor's ability to pursue its lien claim filed on the YorkU Project or any claim it may have against Stuart Olson directly.
34. The Receiver takes no position on any dispute between Alumicor and Stuart Olson, and will follow this Court's direction regarding the appropriate distribution of the Disputed Amount.

i. Tracing Results

35. As set out in the Fifth Report, in order to ensure that potential Trust Claims were preserved, the Receiver deposited all Project-specific receipts into segregated accounts. At the time of the Fifth Report, the Receiver was holding post-appointment, segregated funds in respect of the following Projects located in the following jurisdictions:
- a) South Station (Massachusetts);
 - b) 109 Brookline (Massachusetts);
 - c) 520 Matteo (California);
 - d) 22001 – Ford Hub – Courtyard (Michigan);
 - e) Bay Street Glass Replacement – 55 Bloor Street West (Manulife Centre) (Ontario);
 - f) YorkU Project (Ontario);
 - g) University of Toronto – Academic Wood Tower (Ontario);
 - h) 55 Charles Street (Ontario); and
 - i) Xmbly Project (Assembly Innovation Park Phase I) (Massachusetts).
36. Prior to the Receiver's appointment, however, Antamex did not maintain Project-specific, segregated accounts. Similarly, Antamex did not maintain separate books and records for each Project's funds or treat project receipts and expenditures as separate in its books and records. All Project receipts were deposited in the same accounts and used to fund Antamex's obligations across multiple Projects and other working capital needs.
37. The Receiver undertook the task of determining whether any funds in Antamex's possession on its appointment could be traced to a specific Project, such that Trust Claims could be maintained over such funds. The process followed by the Receiver was generally as follows:

- a) The Receiver reviewed Antamex's bank statements in the year prior to its appointment. Any funds in Antamex's account on February 2, 2023 (the date roughly one year prior to the Receiver's appointment when Antamex's accounts were at their lowest balance) were treated as non-trust funds (approximately CAD \$58,720.57 and USD \$758,920.82 (the "**Non-Trust Balance**").
 - b) The Receiver identified all Project-specific deposits into Antamex's accounts after March 13, 2023 and segregated such Project-specific deposits into separate balances (the "**Project Balance**"). Any deposits that could not be tied to a specific Project were added to the Non-Trust Balance
 - c) The Receiver allocated any Project-specific disbursements made after the date of a Project-specific deposit to the Project Balance then available for that particular Project.
 - d) To the extent that there was no Project Balance available in respect of a particular Project to satisfy such disbursement, or to the extent that a disbursement was related to general overhead or non-Project specific costs, such disbursements were first allocated to the Non-Trust Balance, and once the Non-Trust Balance was fully depleted, allocated on a pro-rata basis to each Project Balance.
38. As a result of this analysis, the Receiver identified pre-appointment Project-specific funds available for distribution on the following Projects;
- a) South Station (Massachusetts);
 - b) 109 Brookline (Massachusetts);
 - c) University of Toronto – Academic Wood Tower (Ontario);

- d) University of Toronto SIRC/Ellisdon (Ontario);
 - e) The Well Building - Podium (Ontario);
 - f) NTCH Toronto Court House (Ontario); and
 - g) 140 Yorkville/ TMG Builders (Ontario).
39. Based on the foregoing, as contemplated by the Trust Claims Process Order, the Receiver denied all Trust Claims filed in respect of a Project where no funds were available for distribution.

V. BASIS FOR RELIEF

A. GEN Settlement

40. As described above, the Receiver was initially appointed in respect of certain US Collateral constituting the priority collateral of EDC pursuant to the Partial Appointment Order.
41. As described in the Affidavit of Adam Smith sworn February 21, 2024 (the “**Smith Affidavit**”), filed by EDC in support of the Application, the US Collateral consists primarily of certain glass manufacturing equipment (the “**US Glass Equipment**”) located in Norwich, Connecticut. Antamex asserted ownership of the US Glass Equipment.
42. The US Glass Equipment is stored at a property (the “**Norwich Premises**”) formerly leased to Antamex’s affiliate, Naverra LLC (“**Naverra**”) by Norwich 40 TGCI, LLC (the “**Norwich Landlord**”). As described in greater detail in the Smith Affidavit, Naverra ceased operations and was evicted from the Norwich Premises in November 2023, jeopardizing the US Glass Equipment.
43. Third-party possession of the US Glass Equipment by the Norwich Landlord was a primary motivation for granting the Partial Appointment Order and the stay of proceedings contained therein.

44. As set out in greater detail in the Second Report, on March 12, 2024, the Norwich Landlord confirmed that it had leased the Norwich Premises to Glass Enterprises Northeast LLC (“GEN”). On May 6, 2024, the Receiver and its counsel received a letter from counsel to GEN (the “**GEN Letter**”) setting out the basis of GEN’s purported ownership interest in the US Glass Equipment and enclosing documentation not previously made available to the Receiver. A copy of the GEN Letter is attached hereto as **Appendix “E”**.
45. As set out therein, GEN and the Norwich Landlord dispute that the US Glass Equipment was owned by Antamex and, instead, contend that the US Glass Equipment was owned by Naverra. On this basis, GEN and the Norwich Landlord contend that (i) Naverra abandoned any interest it had in the US Glass Equipment, (ii) the US Glass Equipment was legally confiscated from Naverra by the Norwich Landlord in accordance with legal procedures in Connecticut, and (iii) GEN legally acquired title to the US Glass Equipment from the Norwich Landlord.
46. The Receiver reviewed the documentation provided by GEN and determined that there is uncertainty regarding whether the owner of the US Glass Equipment was Antamex or Naverra. The Receiver takes the position, however, that notwithstanding the uncertainty regarding Antamex’s ownership interest, Antamex maintained a valid, registered security interest in the US Glass Equipment and that any acquisition of the US Glass Equipment by GEN would be subject to this security interest. GEN disputes this position. A copy of the Receiver’s response to the GEN Letter is attached hereto as **Appendix “F”**.
47. The Receiver has continued to engage with GEN in an effort to arrive at a consensual resolution of this issue. In addition to a number of conversations amongst counsel, several pieces of correspondence were exchanged over the course of several months, much of which was on a “without prejudice” basis. These communications have culminated in a

settlement agreement (the “**GEN Settlement Agreement**”), whereby the Receiver, on behalf of Antamex, GEN, its affiliate Norwich Equipment Finance, LLC and the Norwich Landlord have agreed, subject to the terms and conditions contained in the GEN Settlement Agreement, to settle their disputes in relation to the US Glass Equipment. A copy of the GEN Settlement Agreement, which is substantially in its final form, is attached hereto as **Appendix “G”**.

48. The Receiver is of the view that the resolution of the dispute with GEN on substantially the same terms set out in the GEN Settlement Agreement is in the best interest of Antamex and its creditors. The Receiver makes this recommendation, which it believes to be reasonable and appropriate in the circumstances, taking into account litigation risk, the location and nature of the US Glass Equipment, the time associated with prosecuting an action against GEN, any appeals arising therefrom, efforts to resolve issues with GEN to date, the immediate value proposition and certainty offered by the GEN Settlement Agreement, the other monetary recovery efforts of the Receiver and following the advice of its legal counsel. Antamex’s primary economic stakeholder, EDC, is also supportive of the GEN Settlement Agreement.
49. The Receiver requests this Court’s approval of the GEN Settlement Agreement. The Receiver intends to enter into the GEN Settlement Agreement, subject to final minor amendments, following this Court’s approval thereof.

B. Proposed Distributions

i. EDC Security

50. As described in detail in the Affidavit of Adam Smith sworn February 21, 2024 in support of the application for appointment of the Antamex Receiver, at the time the Antamex Receiver was appointed, EDC was owed the amount of \$10,462,962.93 by Antamex

pursuant to a Credit Facility Agreement dated November 5, 2021 among EDC as lender, Antamex as borrower, and Naverra as guarantor (as amended, the “**Credit Agreement**”). Interest has continued to accrue on this amount since appointment of the Antamex Receiver. Antamex is now indebted to EDC in the estimated amount of \$10.9 million (together with all interest and applicable costs incurred up to the date of the Interim Distributions, the “**EDC Indebtedness**”). The amount of the EDC Indebtedness will be verified by the Receiver through receipt of a statement of account from EDC prior to any distribution on account of the EDC Indebtedness.

51. Antamex’s obligations under the Credit Agreement are secured by a charge on the personal property of Antamex derived from the General Security Agreement dated November 5, 2021 by Antamex in favour of EDC (the “**EDC GSA**”). Attached hereto as **Appendix “H”** are copies of *Personal Property Security Act* (“**PPSA**”) search results for Antamex in Ontario (current to January 19, 2025) and British Columbia (current to January 20, 2025). As reflected in such search results, EDC’s security interest was registered after registrations by HSBC Bank Canada (now RBC) and certain equipment lessors.
52. The Receiver requested that Blake, Cassels & Graydon LLP (“**Blakes**”), as its counsel, conduct a review of the security granted by Antamex to EDC. Following its review, Blakes provided the Receiver with an opinion that, subject to standard assumptions and qualifications, pursuant to the applicable security documentation, EDC created a valid security interest against the Property of Antamex.
53. In accordance with the Distribution and Ancillary Matters Order dated January 31, 2025 (the “**RBC Distribution Order**”), distributions were made to RBC from the estates of 256 Victoria and Antamex in full satisfaction of RBC’s debt.

54. All leased equipment was returned to equipment lessors early on in these proceedings and, as described in greater detail below, the amounts the Receiver seeks to distribute to EDC do not constitute the proceeds of sale of such equipment.

ii. Proposed Interim Distribution

55. Accordingly, the Receiver is requesting authorization from the Court to make the following interim distribution (the “**Interim Distribution**”) to EDC in respect of the EDC Indebtedness from the following sources:

- a) Auction Proceeds: As set out in the Receiver’s Fourth Report, following the court-approved auction in respect of Antamex’s Property located on the Premises, the Receiver was holding \$2,273,455 in proceeds (the “**Auction Proceeds**”). In accordance with the RBC Distribution Order, a portion of the Auction Proceeds were used to satisfy the balance of RBC’s claim against the Debtors. The Receiver continues to hold \$2,011,991 of Auction Proceeds.
- b) 256 Reserve: In accordance with the RBC Distribution Order, \$650,000 was held back by the Receiver from the proceeds of the real property transaction in the 256 Victoria estate pending final accounting of matters in connection with the estate of 256 Victoria. The Receiver has completed such final accounting in connection with the estate of 256 Victoria and, in accordance with the RBC Distribution Order, Antamex has a subrogated claim to that of RBC against 256 Victoria in the amount of \$618,544.32 (the “**Subrogated Claim**”), which amount may be distributed to Antamex for the benefit of its creditors.
- c) Ancillary Relief Order Funds: As set out above, the Receiver is holding approximately \$2,200,000 (the “**Ancillary Relief Order Funds**”) in relation to the

payment made by the Sureties under the Ancillary Relief Order, as directed by the Court in its February 18, 2025 endorsement.

- d) Project Funds: The Receiver is seeking authorization to distribute any funds that have been finally determined not to be funds held in trust for a Subcontractor or other trust claimant to EDC. As noted above, any funds over which a dispute exists, including all funds on the South Station Project, will be held back from such distribution.
- e) GEN Settlement Funds: The Receiver seeks the Court's authorization to distribute settlement funds received under the GEN Settlement Agreement to EDC on a periodic basis upon their receipt without further order of the Court.

- 56. The Receiver intends to maintain a reserve from the Ancillary Relief Order Funds to cover its ongoing recovery efforts, including resolving disputed trust claims and to fund the investigation of potential fraudulent conveyances or transfers at undervalue by the Trustee.
- 57. The Receiver has confirmed that there are sufficient funds in Antamex's estate to satisfy all priority payables, including employee amounts, notwithstanding the proposed Interim Distribution.

C. Approval of Fees and Activities

- 58. Pursuant to the Appointment Orders, the fees and disbursements of the Receiver and the fees and disbursements of its legal counsel were authorized to be paid on a periodic basis based on the fees and expenses incurred for the administration of these receivership proceedings.
- 59. The Receiver is seeking approval of its fees and those of its counsel in connection with the performance of their duties in the Receivership Proceedings in the following amounts:

- a) the Receiver in the amount of CAD \$487,705.00, plus HST and disbursements for the period of September 1, 2024 to May 30, 2025;
 - b) counsel to the Receiver, Blake, Cassels & Graydon LLP (“**Blakes**”), in the amount of CAD \$614,469.50, plus HST and disbursements for the period of September 1, 2024 to May 31, 2025;
 - c) US counsel to the Receiver, Perkins Coie LLP (“**Perkins**”), in the amount of USD \$72,637.60, plus disbursements for the period of September 1, 2024 to May 31, 2025; and
 - d) Delaware counsel to the Receiver, Chipman Brown Cicero & Cole, LLP (“**Chipman**”) in the amount of USD \$6,960.00, plus disbursements for the period of July 24, 2024 to May 31, 2025.
60. The total fees and disbursements of the Receiver are set out in detail in the affidavit of Phil Reynolds sworn June 25, 2025 (the “**Reynolds Affidavit**”), a copy of which is attached as **Appendix “I”** hereto.
61. The total fees and disbursements of Blakes are set out in detail in the affidavit of Linc Rogers sworn June 25, 2025 (the “**Rogers Affidavit**”), a copy of which is attached as **Appendix “J”** hereto.
62. The total fees and disbursements of Perkins are set out in detail in the affidavit of Tina Moss sworn June 25, 2025 (the “**Moss Affidavit**”), a copy of which is attached as **Appendix “K”** hereto.
63. The total fees and disbursements of Chipman are set out in detail in the affidavit of Mark Desgrosseilliers sworn June 24, 2025 (the “**Desgrosseilliers Affidavit**”), a copy of which is attached as **Appendix “L”** hereto.

64. Each of the foregoing affidavits includes a summary which identifies the professionals who worked on the Receivership Proceedings, including year of call, title, hourly rates, total fees and hours billed. The summaries indicate the following combined hourly rates and hours worked:
- a) Receiver - This summary indicates a combined hourly rate of \$366.06 and 1,332.3 hours worked.
 - b) Blakes - This summary indicates a combined hourly rate of \$819.95 and 749.4 hours worked.
 - c) Perkins - This summary indicates a combined hourly rate of USD \$1,014.49 and 71.6 hours worked.
 - d) Chipman - This summary indicates a combined hourly rate of USD \$519.40 and 13.4 hours worked.
65. The work performed by Blakes, Perkins, and Chipman was commissioned in connection with different aspects of the receivership proceedings and in the Receiver's view there is no material overlap or duplication. Blakes is lead counsel and sole Canadian counsel to the Receiver. Perkins, a New York-based firm, serves as lead US counsel to the Receiver. Chipman, a Delaware-based firm, provided the Receiver with specific administrative and local law advice in relation to the Chapter 15 Proceeding, which was commenced in Delaware.
66. The Receiver estimates that approximately \$50,015 of the fees incurred by it and \$156,418.60 of the fees incurred by its counsel, Blakes, relate to the 256 Victoria receivership proceeding. These fees will be paid out of the 256 Reserve. The remaining amount of the 256 Reserve will be paid to Antamex's estate on account of Antamex's Subrogated Claim, described above.

67. The Receiver is of the view that the fees and disbursements incurred by it and its counsel are fair and reasonable. Accordingly, the Receiver respectfully requests this Court's approval of such fees and disbursements.

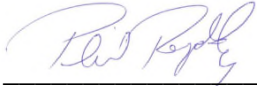
VI. CONCLUSION AND RECOMMENDATION

68. The Receiver respectfully recommends that this Court grant an Order (i) approving the GEN Settlement Agreement (ii) authorizing and directing the Receiver to make the Interim Distributions, and (iii) approving the fees and activities of the Receiver set out herein.

All of which is respectfully submitted at Toronto, Ontario this 25th day of June, 2025

DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-Appointed
Receiver of Antamex Industries ULC and
256 Victoria Street West ULC,
and without personal or corporate liability

Per:

A handwritten signature in blue ink, appearing to read "Phil Reynolds", is written over a horizontal line.

Phil Reynolds, LIT
Senior Vice-President

APPENDIX “A”

Court File No.: CV-24-00715153-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AND

Court File No.: CV-24-00718718-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF 256 VICTORIA STREET WEST ULC

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

FIFTH REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER
DATED MARCH 19, 2025

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APPENDICES

APPENDIX “A” FOURTH REPORT

APPENDIX “B” ENDORSEMENT DATED FEBRUARY 18, 2025

I. INTRODUCTION AND PURPOSE OF THIS REPORT

1. On March 13, 2024, the Ontario Superior Court of Justice (the “**Court**”) granted the Appointment Order (defined below) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Antamex Receiver**”) of all the assets, undertakings and property acquired for or used in connection with the business of Antamex Industries ULC (“**Antamex**”).
2. On April 23, 2024, pursuant to the 256 Appointment Order (defined below), Deloitte was appointed as receiver (in such capacity, the “**256 Receiver**” and together with the Antamex Receiver, the “**Receiver**”) of the property of 256 Victoria Street West ULC (“**256 Victoria**” and together with Antamex, the “**Debtors**”). 256 Victoria is a related party to Antamex which owned the Alliston Premises (defined below) where Antamex was a tenant. The 256 Appointment Order authorized the procedural consolidation of the receivership proceedings in respect of the Debtors.
3. The purpose of this fifth report of the Receiver (the “**Fifth Report**”) is to provide information to the Court with respect to:
 - a) The activities of the Receiver since the Fourth Report dated January 27, 2025 (the “**Fourth Report**”);
 - b) The distributions (the “**Distributions**”) to Royal Bank of Canada (“**RBC**”), reserve (the “**256 Reserve**”) and bankruptcies authorized by this Court on January 31, 2025 by way of the Distribution and Ancillary Matters Order; and
 - c) the Receiver’s request that the Court grant an Order (the “**Trust Claims Process Order**”), *inter alia*, approving a process for the solicitation, validation and quantification of potential trust claims by subcontractors (“**Trust Claims**”) against Antamex (the “**Claims Process**”).

II. TERMS OF REFERENCE

4. In preparing this Fifth Report, Deloitte has been provided with, and has relied upon unaudited, draft, and/or internal financial information, the Debtors' books and records, discussions with the Debtors' former management, shareholders, and employees, and information from third-party sources (collectively, the "**Information**"). Except as otherwise described in this Fifth Report:
 - a) Deloitte has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.
 - b) Deloitte has filed this Fifth Report solely for the purpose of providing information to this Court. Parties using the Fifth Report other than for the purposes outlined herein are cautioned it may not be appropriate for their purposes.
5. Capitalized terms not otherwise defined herein have the meanings given to them in the Fourth Report, a copy of which is attached hereto as **Appendix "A"** without Appendices.
6. Unless otherwise stated, all dollar amounts contained in this Fifth Report are expressed in Canadian Dollars.

III. BACKGROUND

A. Antamex Appointment

7. On February 27, 2024, EDC made an application (the "**Application**") to the Court for an order appointing Deloitte as receiver of the property, assets, and undertakings of Antamex.

Antamex was in the business of designing, engineering, manufacturing and installing customer modular glass façade solutions for multi-story buildings.

8. Antamex operated from two locations: (i) the Concord Premises which functioned as a head office and assembly plant, and (ii) the Alliston Premises (defined below) which was a fabrication manufacturing facility (together the “**Premises**”).
9. The Court adjourned the Application to March 4, 2024 to provide Antamex with an opportunity to pursue interim financing from its surety bond providers.
10. On March 4, 2024, both EDC and Antamex delivered status updates to the Court. On the basis of such updates, on March 5, 2024, the Court granted an order (the “**Partial Receivership Order**”) appointing Deloitte as Receiver of certain priority collateral located primarily in the United States and described on Schedule “A” to the Partial Receivership Order (the “**US Collateral**”).
11. On March 12, 2024, EDC advised the Court that no deal had been reached regarding funding from the Sureties. The Sureties requested an additional 24 hours to attempt to arrive at an agreed upon form of receivership order.
12. On March 13, 2024 the Court issued an amended and restated receivership order (the “**Appointment Order**”) expanding Deloitte’s appointment as Antamex Receiver to all of the Property of Antamex.

B. 256 Victoria Appointment

13. On April 23, 2024, RBC made an application to appoint Deloitte as Receiver of all of the assets, undertakings and properties of 256 Victoria.
14. 256 Victoria operated as a real estate holding company and was the owner of real property located at 256 Victoria Street West, Alliston, Ontario (the “**Alliston Premises**”). Antamex

leased the Alliston Premises from 256 Victoria and guaranteed 256 Victoria's obligations to RBC.

15. On April 23, 2024, pursuant to an order (the "**256 Appointment Order**") of the Court, Deloitte was appointed as the 256 Receiver. The 256 Appointment Order authorized the procedural consolidation of the 256 Victoria receivership estate and the Antamex receivership estate. Specifically, the Receiver is authorized: (a) to administer both estates as if they were a single receivership estate for the purpose of carrying out the Receiver's administrative duties and responsibilities pursuant to the Appointment Order and the 256 Appointment Order and the requirements of the *Bankruptcy and Insolvency Act*; (b) to maintain a consolidated website for both estates; (c) issue consolidated reports in respect of both proceedings; and (d) perform consolidated marketing and sales efforts in respect of the Property of 256 Victoria and the Property of Antamex.
16. As set out in greater detail in the Fourth Report, the Receiver closed a transaction for the sale of the Alliston Premises on December 31, 2024 (the "**Transaction**").

IV. ACTIVITIES OF THE RECEIVER SINCE FOURTH REPORT

A. US Property

17. As described above, the Receiver was initially appointed in respect of certain US Collateral constituting the priority collateral of EDC pursuant to the Partial Appointment Order.
18. As described in the Affidavit of Adam Smith sworn February 21, 2024 (the "**Smith Affidavit**"), filed by EDC in support of the Application, the US Collateral consists primarily of certain glass manufacturing equipment (the "**US Glass Equipment**") located in Norwich, Connecticut. Antamex asserted ownership of the US Glass Equipment.
19. The US Glass Equipment is stored at a property (the "**Norwich Premises**") formerly leased to Antamex's affiliate, Naverra LLC by Norwich 40 TGCI, LLC (the "**Norwich**

Landlord”). As described in greater detail in the Smith Affidavit, Naverra ceased operations and was evicted from the Norwich Premises in November 2023, jeopardizing the US Glass Equipment.

20. Third-party possession of the US Glass Equipment by the Norwich Landlord was a primary motivation for granting the Partial Appointment Order and the stay of proceedings contained therein.
21. As set out in greater detail in the Second Report, on March 12, 2024, the Norwich Landlord confirmed that it had leased the Norwich Premises to Glass Enterprises Northeast LLC (“**GEN**”). On May 6, 2024, the Receiver and its counsel received a letter from counsel to GEN (the “**GEN Letter**”) setting out the basis of GEN’s purported ownership interest in the US Glass Equipment and enclosing documentation not previously made available to the Receiver.
22. In its Fourth Report, the Receiver advised that discussions with GEN were ongoing in an effort to arrive at a consensual resolution. Since the date of the Fourth Report, the Receiver has continued such discussions but, at this time, no consensual resolution has been reached. The Receiver anticipates seeking the assistance of the Court in short order in the absence of a consensual resolution.

B. Sureties

23. As set out in detail in the Receiver’s Third Report dated November 11, 2024, on November 11, 2024, the Receiver brought a motion for directions from the Court regarding the proper interpretation of paragraph 5 of the Ancillary Relief Order (the “**Surety Motion**”). The Surety Motion was heard by this Court on February 3, 2025.
24. On February 18, 2025, the Court released its endorsement directing the Sureties to make payment of the \$2 million payable under the Ancillary Relief Order, along with interest

thereon from April 25, 2024 and costs. A copy of the Court's endorsement (the "**Surety Endorsement**") is attached hereto as **Appendix "B"**.

25. The Receiver has received full payment from the Sureties of amounts payable under the Surety Endorsement, other than costs and interest. In the Surety Endorsement, the Court directed that the Receiver and the Sureties attempt to agree on the appropriate quantum of costs. The Sureties and the Receiver reached a consensual resolution on March 19, 2025. The Receiver anticipates receiving payment for costs and interest in short order.

C. Bankruptcies and Distribution

26. The primary role of the Receiver on its appointment was to sell the Debtors' Property for the benefit of both Debtors' creditors. Following the sale of the Alliston Premises, the realization process in respect of the Debtors' Property was complete. Accordingly, on January 31, 2025, the Receiver sought and obtained the Distribution and Ancillary Relief Order providing for the following relief:
- (a) authorizing and directing the Receiver to file assignments in bankruptcy in respect of the Debtors pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, naming B. Riley Farber Inc. as trustee in bankruptcy;
 - (b) authorizing and directing the Receiver to make Distributions from the estates of 256 Victoria and Antamex to RBC to repay all RBC Indebtedness; and
 - (c) authorizing the Receiver to maintain the 256 Reserve.
27. Immediately following the granting of the Distribution and Ancillary Relief Order on January 31, 2025, the Receiver made the Distributions to RBC. RBC's claims against 256 Victoria and Antamex have now been fully paid out.

28. The Receiver intends to make assignments in bankruptcy on behalf of 256 Victoria and Antamex in short order.
29. As set out in the Fourth Report, the Receiver intended to maintain the 256 Reserve in the amount of \$650,0000 from the proceeds of the Transaction pending final accounting matters in connection with the estate of 256 Victoria, including certain confirmatory discussions with the CRA regarding potential tax issues.
30. The Receiver's discussions with the CRA are ongoing. As set out in the Fourth Report, following the Antamex Distribution, Antamex guaranteed the obligations of 256 Victoria to RBC and following the Antamex Distribution, holds a subrogated claim to that of RBC against 256 Victoria. Consistent with the Distribution and Ancillary Relief Order, the Receiver intends to hold any remaining amount of the 256 Reserve following resolution of all matters in the estate of 256 Victoria for the benefit of Antamex's estate up to the amount of the Antamex Distribution in satisfaction of Antamex's subrogated claim.

V. BASIS FOR RELIEF¹

31. The Receiver seeks this Court's approval of a process to solicit and evaluate potential Trust Claims against Antamex. The proposed Claims Process will broadly call for all potential Trust Claims against Antamex on any project on which it was retained prior to the Receiver's appointment (each a "**Project**").

A. Segregation of Project Funds

32. Since its appointment, the Receiver has been contacted by a number of Subcontractors who wish to advance, among other things, lien claims and/or breach of trust claims against

¹ Capitalized terms in this section have the meanings given to them in the Trust Claims Process Order.

Antamex pursuant to the Construction Act or similar legislation. In order to ensure potential Trust Claims were preserved, the Receiver deposited all Project-specific receipts to segregated accounts. The Receiver is currently holding segregated funds in respect of the following Projects located in the following jurisdictions:

- (a) South Station (Massachusetts);
- (b) 109 Brookline (Massachusetts);
- (c) 520 Matteo (California);
- (d) 22001 – Ford Hub – Courtyard (Michigan);
- (e) Bay Street Glass Replacement – 55 Bloor St West (Manulife Centre) (Ontario);
- (f) York University Markham Centre Campus Phase 1 (1 University Avenue Markam) (Ontario);
- (g) University of Toronto – Academic Wood Tower (Ontario);
- (h) 55 Charles Street (Ontario); and
- (i) Xmbly Project (Assembly Innovation Park Phase I) (Massachusetts).

33. Prior to the Receiver's appointment, Antamex did not maintain Project-specific, segregated accounts. Similarly, Antamex did not maintain separate books and records for each Project's funds or treat project receipts and expenditures as separate in its books and records. All Project receipts were deposited in the same accounts and used to fund Antamex's obligations across multiple projects and other working capital needs. The Receiver is currently in the process of determining whether any funds in Antamex's possession on its appointment can be traced to a specific Project, such that Trust Claims could be maintained over such funds.

B. Scope of Claims Process

34. The Receiver will provide notice of the Trust Claims Process Order to (i) all Persons on the Service List in this proceeding, (ii) all Subcontractors who have, as of the date hereof, provided the Receiver with notice of an asserted Trust Claim, and (iii) any other Person that the Receiver, in its sole discretion, determines may hold a Trust Claim against the Debtor (including any Subcontractor on a Project that the Receiver is aware was owed project funds at the time of its appointment). All Subcontractors owed amounts by Antamex at the date of the Receiver's appointment shall be permitted to file a Trust Claim in the Trust Claims Process.
35. The Trust Claims Process permits the filing of Trust Claims by transferees or assignees (including, for greater certainty, by way of subrogation), provided that the transferee or assignee must provide written notice and satisfactory evidence of such transfer or assignment of the Trust Claim. This includes any Trust Claim filed by the Sureties.
36. As set out in greater detail in the Receiver's First Report dated May 16, 2024, the Receiver is party to a Project Material Agreement dated April 19, 2024 with Stuart Olson, pursuant to which all materials related to the York University project were released to Stuart Olson upon payment by Stuart Olson of outstanding accounts receivable related to the project. Stuart Olson disputed that certain amounts forming part of the accounts receivable are payable to Antamex. Pursuant to the Project Material Agreement, the Receiver is obligated to hold the disputed amount (the "**Disputed Amount**") in trust pending a consensual resolution of the parties entitlement to the disputed amount.
37. To date, Stuart Olson has not contacted the Receiver to pursue recovery of the Disputed Amount. Stuart Olson will be served with a copy of the Receiver's motion and will be entitled to assert a claim to the Disputed Amount as part of the Claims Process.

C. Proving Claims

38. Any Subcontractor wishing to advance a Trust Claim is required to file a Proof of Claim with the Receiver in the form appended to the Trust Claims Process Order. Such Proof of Claim must be filed no later than April 11, 2025 (the “**Claims Bar Date**”).
39. Any Subcontractor that does not file a Proof of Claim with the Receiver before the Claims Bar Date shall be barred from making or enforcing any Trust Claim against Antamex’s estate or the Property (as defined in the Appointment Order).

D. Evaluation of Trust Claims

40. The Receiver shall review all Proofs of Claim filed on or before the Claims Bar Date and shall accept or disallow (in whole or in part) the amount and/or status of such Trust Claims.
41. Where a Trust Claim is disallowed (in whole or in part) the Receiver shall provide notice of disallowance (in whole or in part) to the Subcontractor by serving it or its counsel with a Notice of Disallowance and include the reasons for disallowance and any related documentation in support. Trust Claims may be disallowed by the Receiver on the basis that:
 - (a) the Receiver determines that it is not holding any identifiable funds related to a particular Project on which a Trust Claim is asserted;
 - (b) the jurisdiction in which a particular Project is located does not have legislation equivalent to that provided for under the *Construction Act*, R.S.O. 1990, c. C.30 (“**Construction Act**”) providing for a Trust Claim in respect of amounts unpaid to Subcontractors;
 - (c) that such Subcontractor has failed to provide adequate proof of its purported Trust Claim; or
 - (d) the Receiver otherwise determines such Trust Claim to be invalid or unenforceable.

E. Dispute Resolution Mechanism

42. Any Subcontractor who intends to dispute a Notice of Disallowance shall file a Notice of Dispute with the Receiver as soon as reasonably possible, but in any event, such Notice of Dispute shall be received by the Receiver on or before 5:00 p.m. (EST) on the day that is fourteen (14) calendar days after the Receiver sends the Notice of Disallowance.
43. Where a Subcontractor receives a Notice of Disallowance and fails to file a Notice of Dispute with the Receiver within the timeframe required, the amount and status of such Subcontractor's Trust Claim shall be deemed to be as set out in the Notice of Disallowance and such amount and status, if any, shall constitute such Subcontractor's Proven Claim.
44. As soon as practicable after the delivery of the Notice of Dispute to the Receiver, the Receiver and the Subcontractor shall attempt to resolve and settle the Trust Claim. In the event that the dispute between the Subcontractor and the Receiver is not settled within a time period or manner satisfactory to the Receiver, the Receiver may bring the dispute before the Court for determination, or before an Associate Judge specializing in construction lien matters if the Court so directs.

VI. CONCLUSION AND RECOMMENDATION

45. In the Receiver's view, the proposed Claims Process is both fair and efficient, for the benefit of all stakeholders. The Receiver respectfully recommends that this Court grant the Trust Claims Process Order.

All of which is respectfully submitted at Toronto, Ontario this 19th day of March, 2025

DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-Appointed
Receiver of Antamex Industries ULC and
256 Victoria Street West ULC,
and without personal or corporate liability

Per:



Phil Reynolds, LIT
Senior Vice-President

Court File No.: CV-24-00715153-00CL

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

Court File No.: CV-24-00718718-00CL

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)
 Proceeding Commenced at Toronto

FIFTH REPORT OF THE RECEIVER
Dated March 19, 2025

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Lawyers for the Receiver

APPENDIX “B”



Court File No.: CV-24-00715153-00CL

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

THE HONOURABLE

)

TUESDAY, THE 26th

)

JUSTICE J. DIETRICH

)

DAY OF MARCH, 2025

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

TRUST CLAIMS PROCESS ORDER

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Antamex Industries ULC (the “**Debtor**”) for an order directing a claims process with respect to certain potential trust claims was heard this day by judicial videoconference via Zoom in Toronto, Ontario

ON READING the Fifth Report of the Receiver dated March 19, 2025 and the Appendices thereto, and on hearing the submissions of counsel for the Receiver and such other parties listed

on the counsel slip, no one appearing for any other person on the service list, although properly served as it appears from the Lawyer's Certificate of Service of Caitlin McIntyre dated March 20, 2025, filed:

SERVICE

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

2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Fifth Report.

RECEIVER'S ROLE

3. **THIS COURT ORDERS** that the Claims Process is hereby approved and the Receiver shall be authorized and directed to take all steps necessary to implement the Claims Process.

4. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights and obligations under the Receivership Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.

CLAIMS PROCESS

5. The following terms shall have the following meanings ascribed thereto:

- (a) **"Business Day"** means a day, other than a Saturday or Sunday, on which banks are normally open for business in Toronto, Ontario;
- (b) **"CA"** means the *Construction Act*, R.S.O. 1990, c. C.30;
- (c) **"BIA"** means *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3), as amended;

- (d) **“Claims Bar Date”** means 5:00 p.m. (EST) on April 25, 2025, or such later date as the Receiver may determine on written notice to the Service List or as ordered by the Court;
- (e) **“Claims Process”** means the claims process set out in this Order and as described in the Fifth Report;
- (f) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (g) **“Notice of Disallowance”** means a notice in substantially the form attached as **Schedule “B”** hereto advising a Subcontractor that the Receiver has revised or rejected all or part of such Subcontractor’s Claim set out in its Proof of Claim;
- (h) **“Notice of Dispute”** means a written notice to the Receiver in substantially the form attached as **Schedule “C”** hereto, delivered to the Receiver by a Subcontractor who has received a Notice of Disallowance indicating such Subcontractor’s intention to dispute such Notice of Disallowance and provide further evidence to support its Claim;
- (i) **“Person”** includes any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other juridical entity however designated or constituted;
- (j) **“Project”** means any project on which Antamex was retained prior to the appointment of the Receiver for the purposes of constructing, renovating, refurbishing, retrofitting, adopting, upgrading or improving a building or other asset;

- (k) **“Proof of Claim”** means the form of Proof of Claim in substantially the form attached as **Schedule “A”** hereto;
- (l) **“Proof of Claim Document Package”** means a document package that includes a copy of the Proof of Claim and such other materials as the Receiver may consider appropriate or desirable;
- (m) **“Proven Claim”** has the meaning ascribed to that term in paragraph 14 of this Order;
- (n) **“Subcontractor”** means any Person entitled to assert a Trust Claim; and
- (o) **“Trust Claim”** means:
 - i. Any potential trust claim arising under section 8 of the CA; and
 - ii. Any potential trust claim arising under any statute or otherwise at law providing for substantially the same rights as section 8 of the CA.

NOTICE TO SUBCONTRACTORS

6. **THIS COURT ORDERS** that the Receiver shall give notice of this Order no later than March 28, 2025, including a Proof of Claim Document Package, to (i) all Persons on the Service List in this proceeding, (ii) all Subcontractors who have, as of the date hereof, provided the Receiver with notice of an asserted Trust Claim, and (iii) any other Person that the Receiver, in its sole discretion, determines may hold a Trust Claim against the Debtor.

7. **THIS COURT ORDERS** that, other than the Persons set out in paragraph 6 hereof, the Receiver shall not be under any obligation to give notice to any Person of the Claims Process and no other Person shall be entitled to make a Trust Claim within the Claims Process unless authorized

by the Receiver or by further order of this Court, including, for greater certainty, any Person purporting to hold a security interest in a Trust Claim.

CLAIMS BAR DATE

8. **THIS COURT ORDERS** that Proofs of Claim shall be filed with the Receiver in the manner provided for herein and that any Subcontractor that does not file a Proof of Claim with the Receiver before the Claims Bar Date shall be and is hereby forever barred from making or enforcing any Trust Claim against Antamex's estate or the Property (as defined in the Appointment Order).

PROOFS OF CLAIM

9. **THIS COURT ORDERS** that the Receiver may, where it is satisfied that a Trust Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim.

10. **THIS COURT ORDERS** that the only Subcontractors entitled to file Proofs of Claim shall be Subcontractors in respect of the Projects and that any Proof of Claim received by the Receiver in relation to any project that is not a Project shall not form part of this Claims Process and shall be disallowed.

REVIEW OF PROOFS OF CLAIM

11. **THIS COURT ORDERS** that the Receiver shall review all Proofs of Claim filed on or before the Claims Bar Date and shall accept or disallow (in whole or in part) the amount and/or status of such Trust Claims. At any time, the Receiver may request additional information with respect to a Trust Claim, and may request that a Subcontractor file a revised Proof of Claim.

12. **THIS COURT ORDERS** that the Receiver shall be entitled to disallow a Trust Claim, in whole or in part, on the basis that:

- (a) the Receiver determines that it is not holding any identifiable funds related to a particular Project on which a Trust Claim is asserted;
- (b) the jurisdiction in which a particular Project is located does not have legislation equivalent to the CA or any other law (including common law) providing a legal basis for a Trust Claim in respect of amounts unpaid to Subcontractors;
- (c) that such Subcontractor has failed to provide adequate proof of its purported Trust Claim; or
- (d) the Receiver otherwise determines such Trust Claim to be invalid or unenforceable.

13. **THIS COURT ORDERS** that, where a Trust Claim is disallowed (in whole or in part) the Receiver shall provide notice of disallowance (in whole or in part) to the Subcontractor by serving it or its counsel with a Notice of Disallowance and include the reasons for disallowance and any related documentation in support.

14. **THIS COURT ORDERS** that, where the Receiver disallows part of the Trust Claim, only the part of the Trust Claim that the Receiver allowed shall be a Proven Claim subject to increase only if the Subcontractor successfully challenges or settles the disallowed portion with the Receiver.

15. **THIS COURT ORDERS** that the amount and status of every Trust Claim as finally determined in accordance with the forms and procedures hereby authorized (a “**Proven Claim**”), including any determination as to the nature, amount, value, priority or validity of any Trust Claim,

shall be final for all purposes and including without limitation for any distribution made to creditors of the Debtor.

NOTICE OF DISPUTE

16. **THIS COURT ORDERS** that any Subcontractor who intends to dispute a Notice of Disallowance shall file a Notice of Dispute with the Receiver as soon as reasonably possible, but in any event, such Notice of Dispute shall be received by the Receiver on or before 5:00 p.m. (EST) on the day that is fourteen (14) calendar days after the Receiver sends the Notice of Disallowance. The filing of a Notice of Dispute with the Receiver within the foregoing timeframe shall constitute an application to have the amount or status of such Trust Claim determined as set out in paragraphs 18-19 hereof.

17. **THIS COURT ORDERS** that, where a Subcontractor receives a Notice of Disallowance and fails to file a Notice of Dispute with the Receiver within the timeframe required at paragraph 16 hereof, the amount and status of such Subcontractor's Trust Claim shall be deemed to be as set out in the Notice of Disallowance and such amount and status, if any, shall constitute such Subcontractor's Proven Claim.

RESOLUTION OF CLAIMS

18. **THIS COURT ORDERS** that as soon as practicable after the delivery of the Notice of Dispute to the Receiver, the Receiver and the Subcontractor shall attempt to resolve and settle the Trust Claim.

19. **THIS COURT ORDERS** that in the event that the dispute between the Subcontractor and the Receiver is not settled within a time period or manner satisfactory to the Receiver, the Receiver

may bring the dispute before the Court for determination, or before an Associate Judge specializing in construction lien matters if the Court so directs.

TRANSFEREES

20. **THIS COURT ORDERS** that the Receiver shall not be obligated to give notice to or to otherwise deal with a transferee, assignee or subrogee in respect of a Trust Claim as the creditor in respect thereof unless and until actual written notice of transfer or assignment together with satisfactory evidence of such transfer or assignment or subrogation and thereafter such transferee or assignee or subrogee shall for the purposes hereof constitute the “Subcontractor” in respect of such Trust Claim. Any such transferee or assignee or subrogee shall be bound by any notices given or steps taken in respect of such Trust Claim in accordance with this Order prior to receipt by the Receiver of satisfactory evidence of such transfer or assignment.

21. **THIS COURT ORDERS** that if the holder of a Trust Claim has transferred or assigned the whole of such Trust Claim to more than one Person (including, for greater certainty, by way of subrogation), or part of such Trust Claim to another Person or Persons, such transfer or assignment shall not create a separate Trust Claim or Trust Claims. Such Trust Claim shall continue to constitute and be dealt with as a single Trust Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Trust Claim only as a whole and then only to and with the Person last holding such Trust Claim in whole as the creditor in respect of such Trust Claim. However, such creditor may by notice in writing to the Receiver, direct that subsequent dealings in respect of such Trust Claim, but only as a whole, shall be with a specified Person and in such event, such creditor, such transferee or assignee or subrogee of the Trust Claim and the whole

of such Trust Claim shall be bound by any notices given or steps taken in respect of such Trust Claim by or with respect to such Person in accordance with this Order.

PROTECTIONS FOR THE RECEIVER

22. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the Receiver shall have all of the protections and Orders given to it by the BIA and the Receivership Order or as an officer of this Court, including the stay of proceedings in its favour and the Receiver's Charge granted under the Receivership Order; (ii) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, and (iii) the Receiver shall be entitled to rely on the books and records of the Debtor, and such use of the Debtor's records shall not be deemed a breach of the implied undertaking rule by the Receiver, and the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books and records.

23. **THIS COURT ORDERS** that the Receiver may, at any time, and with such notice as this Court may require, seek directions from the Court with respect to this Order and the Claims Process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

24. **THIS COURT ORDERS** that the Receiver shall be at liberty to deliver the Proof of Claim Document Package, and any letters, notices or other documents to the Subcontractors or counsel to the Subcontractors, by forwarding true copies thereof by electronic or digital transmission and that any such service or notice by electronic or digital transmission shall be deemed to be received on the same Business Day if sent prior to 5:00 PM (EST) and the next Business Day if sent following 5:00 PM (EST).

25. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim, Notices of Disallowance and Notices of Dispute) to be given under this Order by a Subcontractor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by courier, personal delivery or electronic or digital transmission addressed to:

Deloitte Restructuring Inc. as receiver of Antamex Industries Inc. and not in its personal or corporate capacity.

Attention: Gianluca Berardi
E-mail antamex@deloitte.ca

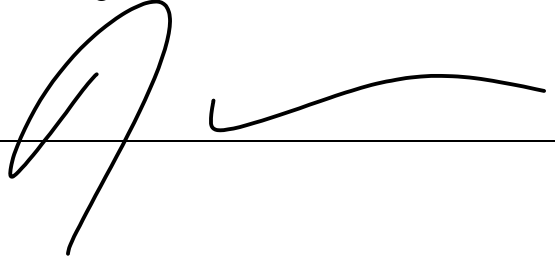
Any such notice or other communication by a Subcontractor or counsel for a Subcontractor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

GENERAL

26. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

28. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order, and this Order shall be immediately enforceable at such time and thereafter without the need for entry and filing.

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a horizontal line and a small flourish.

SCHEDULE “A”

**PROOF OF CLAIM RELATING TO ALL
TRUST CLAIMS AS AGAINST ANTAMEX INDUSTRIES ULC**

(Unless otherwise defined herein, capitalized terms shall have the meaning as ascribed in the Order of Justice Dietrich dated March 26, 2025 under the Ontario Superior Court of Justice (Commercial List) CV-24-00715153-00CL)

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim.

A. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant (the “**Claimant**”): _____
2. Full Mailing Address of the Claimant:

3. Telephone Number: _____
4. E-Mail Address: _____
5. Attention (Contact Person): _____
6. Has the Trust Claim been sold or assigned by the Subcontractor to another party, [check one]?
Yes: ☐ No: ☐

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

7. Full Legal Name: _____
8. Full Mailing Address:

9. Telephone Number: _____
10. E-Mail Address: _____

11. Attention (Contact Person): _____

C. PROOF OF CLAIM:

I, _____

(name of Claimant or Representative of the Claimant), of

_____ do hereby certify: (city
and province)

(a) that I [check one]

☐

am an unpaid former Subcontractor of Antamex.; OR

☐

purport to hold a subrogated Trust Claim(s) to that of an unpaid former
Subcontractor of Antamex

(b) I have knowledge of all the circumstances connected with the Trust Claim referred to
below;

(c) the Claimant asserts its Trust Claim against Antamex Industries ULC with respect to the
Project(s):

(d) Antamex was/were and still is/are indebted to the Subcontractor as follows (if Trust Claim
relates to multiple Projects, please provide the amount of the Trust Claim in respect of each
Project separately):

\$_____ [insert \$ value of claim] CAD.

D. PARTICULARS OF CLAIM:

Other than as already set out herein, the particulars of the undersigned's total Trust Claim are
attached.

(Provide all particulars of the Trust Claim and supporting documentation, including amount,
description of transaction(s) or agreement(s) giving rise to the Trust Claim, and amount of
invoices, particulars of all credits, discounts, etc. claimed.)

**This Proof of Claim must be received by the Receiver by no later than 5:00 p.m. (EST Time) on
April 25, 2025**, by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission
at the following address:

Deloitte Restructuring Inc. as receiver of Antamex Industries Inc. and not in its personal
or corporate capacity.

Attention: Gianluca Berardi
E-mail antamex@deloitte.ca

E. FILING OF CLAIM

Failure to file your proof of claim as directed by 5:00 p.m., on April 25, 2025 (EST time) will result in your claim being barred and in you being prevented from making or enforcing a Claim against the estate of Antamex. In addition, you shall not be entitled to further notice in, and shall not be entitled to participate as, a creditor in these proceedings.

Dated at _____ this _____ day of _____, 20____.

Signature of Claimant:

SCHEDULE “B”

NOTICE OF DISALLOWANCE

TO:

Deloitte Restructuring Inc. as receiver Antamex Industries Inc. and not in its personal or corporate capacity hereby gives you notice that it has reviewed your Claim and has revised or rejected your Claim as follows:

	The Proof of Claim as Submitted	The Claim as Accepted
Claim relating to facts existing on or prior to March 13, 2024		

Reasons for Disallowance or Revision (which, for greater certainty, may include because the Receiver is not holding any identifiable funds related to the Project on which the Trust Claim is asserted):

If you do not agree with this Notice of Disallowance, please take notice of the following:

1. If you dispute this Notice of Disallowance, you must, no later than 05:00 p.m. (EST time) on fourteen (14) days after the Notice of Disallowance is sent by the Receiver, notify the Receiver by delivery of a Dispute Notice. The form of Dispute Notice is enclosed.
2. If you do not deliver a Dispute Notice, your Claim shall be deemed to be as set out in this Notice of Disallowance.

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF DISALLOWANCE WILL BE BINDING UPON YOU.

DATED at Toronto this _____ day of _____, 20____.

**Deloitte Restructuring Inc. as receiver of Antamex Industries ULC
and not in its personal or corporate capacity**

SCHEDULE “C”

DISPUTE NOTICE

We hereby give you notice of our intention to dispute the Notice of Disallowance bearing Reference Number _____ and dated _____ issued in respect of our Trust Claim.

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Name of Claimant _____

(Signature of individual completing this Dispute)

Date

(Please print name)

Telephone Number: _____

E-mail Address: _____

Full Mailing Address _____

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA
Applicant

- and -

ANTAMEX INDUSTRIES ULC
Respondent

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

Proceeding Commenced at Toronto

TRUST CLAIMS PROCESS ORDER

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto, Ontario M5L 1A9

Linc Rogers, LSO #43562N

Tel: 416-863-4168

Email: linc.rogers@blakes.com

Caitlin McIntyre, LSO #72306R

Tel: 416-863-4174

Email: caitlin.mcintyre@blakes.com

Lawyers for the Receiver

APPENDIX “C”

Project Number	Project Name	Total Subcontractor Claims Received	Claims Accepted	Claims Partially Disallowed/ Revised	Claims Disallowed	Disputes Notices Received on Project
Job-692	South Station*	7	0	0	7	Yes. 2 Subcontractor.
Job-700	109 Brookline*	7	0	1	6	N/A
Job-303	520 Matteo*	4	0	0	4	N/A
Job-301	Ford Hub	2	2	0	0	N/A
Job-2033	Bay Street Glass	1	1	0	0	N/A
Job-695	York University	6	4	2	0	N/A
Job-697	University of Toronto-Pomerleau	4	4	0	0	N/A
Job-300	55 Charles Street	0	0	0	0	N/A
Job-2069	Xmbly Project	0	0	0	0	N/A
Job-699	FNB Tower**	8	0	0	8	Yes. 1 Subcontractor.
Job-701	Kent State University**	5	0	0	5	N/A
Job-698	NSCC Sydney Waterfront/Ellisdon **	6	0	0	6	Yes. 1 Subcontractor.
Job-100	University of Toronto SIRC/Ellisdon	0	0	0	0	N/A
Job-691	201 Brookline**	3	0	0	3	N/A
Job-694	U of T Mississauga**	1	0	0	1	N/A
Job-686	The Well Building G**	0	0	0	0	N/A
Job-689	The Well Building Podium	0	0	0	0	N/A
Job-690	NTCH Toronto Court House	1	1	0	0	N/A
Job-685	LCBO**	0	0	0	0	N/A
Job-687	19 Duncan**	3	0	0	3	N/A
Job-703	140 Yorkville/ TMG Builders	0	0	0	0	N/A
Non Job Specific	N/A***	16	0	0	16	Yes. 1 Subcontractor.

* The jurisdiction in which a particular Project is located does not have legislation equivalent to the Construction Act (Ontario) or any other law (including common law) providing a legal basis for a Trust Claim in respect of amounts unpaid to Subcontractors.

** The Receiver determines that it is not holding any identifiable funds related to a particular Project on which a Trust Claim is asserted.

*** These claims are unsecured and were inadvertently filed.

APPENDIX “D”

PROJECT MATERIAL AGREEMENT

THIS AGREEMENT is made on April 19, 2024 by and between Stuart Olson Construction Ltd. ("**Stuart Olson**"), and Deloitte Restructuring Inc. (the "**Receiver**", and together with Stuart Olson, the "**Parties**") solely in its capacity as court-appointed receiver and manager of the assets, property and undertaking of Antamex Industries ULC ("**Antamex**") and not in its personal or corporate capacity.

WHEREAS Stuart Olson is the construction manager of the project known as the York University Markham Centre Campus located at 1 University Boulevard, Markham, Ontario, L6G 0A1 (the "**Project**"), which is owned by York University.

AND WHEREAS Antamex was a subcontractor to the Project for the supply, install and construction required for completion of glass façade panels, aluminum panel and metal cladding systems, soffits and aluminum framed glazing systems pursuant to Subcontract Agreement No. 470001070733, dated August 4, 2021 (the "**Subcontract**").

AND WHEREAS pursuant the Amended and Restated Order of the Honourable Justice Black, dated March 13, 2024, of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), Deloitte Restructuring Inc. was appointed receiver and manager of all of the property, assets and undertaking of Antamex.

AND WHEREAS Antamex is in possession of the following material at certain of its premises:

(A) Material fabricated by another supplier that has been purchased and fully paid for by Stuart Olson, and for which title has been retained by Stuart Olson (listed at Schedule "A" hereto) (the "**Owned Material**");

(B) Material fabricated and sourced by Antamex which has been fully paid for by Stuart Olson, and for which title was transferred to Stuart Olson when payment was made (listed at Schedule "B" hereto) (the materials listed at Schedules "A" and "B" being the "**Fully Paid Material**"); and

(C) Material fabricated and sourced by Antamex that has been designated for the Project, but has been partially paid for by Stuart Olson (listed at Schedule "C" hereto) ("**Partially Paid Material**", and together with the Owned Material and Fully Paid Material, the "**Project Material**").

AND WHEREAS, having advanced to Antamex a deposit in the amount \$30,488 (excluding HST), Stuart Olson is prepared to fully pay for the Partially Paid Material, where the aggregate amount of \$63,474 (excluding HST), or \$75,689.10 (including total HST) (the "**Remaining Material Payment**"), remains owing by Stuart Olson.

AND WHEREAS the Receiver advised that (i) according to Antamex's books and records, Antamex's Project invoice nos. 7660, 7667, 7677 and 7700 remain outstanding, in the aggregate amount of \$562,893.44 (including HST) (the "**Disputed Amount**"); and (ii) upon receiving payment of the Disputed Amount and the Remaining Material Payment, in accordance with the

terms of this Agreement, the Receiver will immediately release to and make available the Project Material at any or all of its locations, as the case may be, for pickup by Stuart Olson.

AND WHEREAS Stuart Olson disputes the Receiver's and/or Antamex's entitlement to the Disputed Amount and wishes to preserve any and all claims Stuart Olson may have against the Receiver and Antamex with respect to their respective entitlements to any portion of the Disputed Amount.

AND WHEREAS the Parties have agreed to the terms of this Agreement to (i) achieve a commercial resolution to allow for the Remaining Material Payment and payment of the Disputed Amount, (ii) for the immediate release to and pick-up by Stuart Olson of the Project Material, and (iii) to establish a framework to resolve or adjudicate the Parties' entitlement to the Disputed Amount.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Upon execution of this Agreement, the Receiver will provide Stuart Olson with access and an opportunity to inspect the Project Material at any or all of its premises as reasonably required by Stuart Olson to confirm the Project Material remains satisfactory to Stuart Olson, including with respect to condition, quality and quantity (the "**Inspection**").
2. Provided that the Inspection is satisfactory to Stuart Olson, Stuart Olson will pay the Remaining Material Payment and the Disputed Amount to the Receiver by Electronic Fund Transfer (EFT) to:

Beneficiary Bank:	Royal Bank of Canada
SWIFT:	ROYCCAT2
Bank Address:	200 Bay Street, Royal Bank Plaza 5th Floor-South Tower Toronto, Ontario M5J 2J5
Transit #:	00002
Institution #:	003
Beneficiary Acc #:	000021003680
Beneficiary Name #:	Deloitte Restructuring Inc. ITF Antamex Industries ULC
Beneficiary Address:	8 Adelaide Street West, Suite 200 Toronto, Ontario M5H 0A9

3. The Receiver will hold the Disputed Amount in trust pending a consensual resolution or Court determination of the Parties' entitlement to the Disputed Amount. The Parties will make commercially reasonable efforts to expeditiously resolve or adjudicate the Disputed Amount. Nothing in this agreement waives or releases any claims, rights, actions, choses in action, debts, liabilities, including any claims for legal, contractual or equitable setoff, either Party may have against the other. If the Parties are unable to consensually resolve

the dispute, either Party may apply to the Court for advice and directions in respect of this Agreement or to establish a process or protocol to adjudicate the Parties' rights, entitlements and claims to the Disputed Amount (if any), including any dispute resolution process contained in the Subcontract. Nothing in this Agreement or the payment of the Disputed Amount shall be deemed or construed to be any admission of liability, or any waiver, acknowledgement, consent or concession in respect of any Party's entitlement or claim to the Disputed Amount. Notwithstanding any term of this Agreement, the Parties' rights, entitlements and claims to the Disputed Amount (if any) are expressly reserved and preserved until they are consensually resolved or determined by the Court.

4. Immediately upon receiving confirmation satisfactory to the Receiver that (i) the Disputed Amount and Remaining Material Payment has been paid in accordance with this Agreement, and (ii) that the employees or representatives of Stuart Olson who will pick-up the Project Material have appropriate Workplace Safety and Insurance Board ("WSIB") coverage, the Receiver will make available for immediate pick up by Stuart Olson the Project Material. Provided that (i) this Agreement has been executed, (ii) Stuart Olson has made payment of the Disputed Amount and the Remaining Material Payment, and (iii) satisfactory evidence of WSIB coverage has been provided to the Receiver by such date, the Receiver shall make the Project Material available for pick up by Stuart Olson no later than Monday, April 22, 2024 at 9:00AM EST in accordance with the terms of this Agreement. Stuart Olson shall be solely responsible for the costs associated with the removal of the Project Material.
5. Stuart Olson acknowledges that it is taking the Project Material on an "as is, where is" and "without recourse" basis, vis-à-vis the Receiver. The Receiver (including any representative of the Receiver, whether in an individual, corporate, or any other capacity) is not providing, nor is any other person providing, and Stuart Olson is not relying on, any representations, warranties, conditions, or other statements of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, regarding merchantability, physical condition, description, fitness for a particular purpose, title, description, existence of latent defects, quality, quantity, or any other thing or matter affecting any of the Project Material. Neither the Receiver nor Antamex shall be responsible for making any repairs, replacements, alterations, improvements, upgrades or undertaking any remediation to address any matter with respect to the Project Material.
6. The Receiver shall incur no liability with respect to this Agreement and Stuart Olson shall hold the Receiver and Antamex harmless solely in connection with loss or damage incurred by the Receiver or Antamex as a result of the removal of the Project Material from Antamex's premises by employees, agents or representatives of Stuart Olson in accordance with this Agreement, including without limitation with respect to injury of any person or damage to any property.
7. Notwithstanding the foregoing, nothing in this Agreement shall be deemed or construed as a release or waiver of any kind of any claims that Stuart Olson may have against Antamex or under the Subcontract, including the right of set-off, which Stuart Olson expressly reserves the right to assert. To the extent of any conflict between the express terms of the Subcontract and the express terms of this Agreement, this Agreement shall govern.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy of this Agreement, transmitted email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn to the exclusive jurisdiction of the Court.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-appointed
Receiver of Antamex Industries ULC and
not in its personal or corporate capacity

Per:



Authorized Signatory

STUART OLSON CONSTRUCTION LTD.

Per:



Authorized Signatory

SCHEDULE "A"

SUMMARY OF MATERIAL SUPPLIED BY CLIENT IN ANTAMEX SHOP**08-Apr-24**

ITEM	FINISHED LOCATION	DESCRIPTION	PACKING SLIP
HM DOOR	LEVEL 1 INCOMING SERVICES ROOM	D1245 DOOR (2 leaves) FROM ANTAMEX SHOP	P000050461-Pack156 Trillium Doors
HM DOOR	LEVEL 1 STAIR J	D1410 (2 leaves) DOOR FROM ANTAMEX SHOP	P000050461-Pack156 Trillium Doors
HM DOOR	LEVEL 2 SOUTH LECTURE HALL EXIT	DM2055-A DOOR (1 Leaf) FROM ANTAMEX SHOP	P000050461-Pack146 Trillium Doors
HM DOOR	MEZZANINE	DM165 DOOR (2 Leaves) FROM ANTAMEX SHOP	P000050461-Pack172 Trillium Doors
HM DOOR	MEZZANINE	DM166 DOOR (2 Leaves) FROM ANTAMEX	P000050461-Pack172 Trillium Doors
HM DOOR	MEZZANINE	DM200 DOOR (2 Leaves) FROM ANTAMEX SHOP	P000050461-Pack172 Trillium Doors
DOOR HARDWARE for VESTIBULE DOORS D1105-A, -B; D1100-A, -B, -C, -D; D2110-A; -B; D3110-A, -B	EXTERIOR VESTIBULES, LEVEL 1, 2 AND 3	See Packing Slip for full list of hardware delivered for doors: D1105-A, B; D1100-A, -B, -C, -D; D2110-A; -B; D3110-A, -B	P000050461-PACK114 P000050461-PACK115 P000050461-PACK104 P000050461-PACK86



Trillium Architectural Products Ltd.
52 Prince Andrew Place
Toronto, ON, Canada
M3C 2H4

416-391-5555
www.trillium.group

Packing Slip

Owner/SO Supplied Hollow
Metal Doors

84

Number: P000050461-Pack146

Sold To: STUART OLSON CONSTRUCTION LTD.C/O
BIRD CONSTRUCTIO
5700 EXPLORER DR
400
MISSISSAUGA ON
L4W 0C6 CANADA
Tel:(905) 206-0998

Job Tag: YORK UNIVERSITY MARKHAM CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Ship Date: 01-Feb-24

Ship Service: Peace of Mind Zone 2 4 Hour

No of Pieces: 1 HMD

Project Manager: FAISAL KHAWAJA

Picked By: DANIEL ZAMUDIO

Packed By: ARON NADLANG

Customer Job#:

Customer PO#: REQUIRED

Terms NET 30 DAYS

Ship To: ANTAMEX
210 GREAT GULF DR
CONCORD ON
L4K 5W1 CANADA

Attn: DENIS KLIMOV
Tel1: 905-660-4520 Tel2: 647-964-4942

Qty	UOM	Description
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 876X2687 LHR TAG D2055-A

Packing Note:

Carton#	Qty	Description	85
1	1	HOLLOW METAL DOOR HMD16-G90PI 876X2687 LHR TAG D2055-A	



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52 Prince Andrew Place
Toronto, ON, Canada
M3C 2H4

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Packing Slip

Owner/SO Supplied Hollow
Metal Doors

86

Number: P000050461-Pack156

Sold To: STUART OLSON CONSTRUCTION LTD.C/O
BIRD CONSTRUCTIO
5700 EXPLORER DR
400
MISSISSAUGA ON
L4W 0C6 CANADA
Tel:(905) 206-0998

Job Tag: YORK UNIVERSITY MARKHAM CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Ship Date: 13-Feb-24

Ship Service: Our Truck

No of Pieces: 4

Project Manager: FAISAL KHAWAJA

Picked By: ALVIN OBBUS

Packed By: KARMA DORJI

Customer Job#:

Customer PO#: REQUIRED

Terms NET 30 DAYS

Ship To: ANTAMEX
210 GREAT GULF DR
CONCORD ON
L4K 5W1 CANADA

Attn: Denis Klimov
647-964-4942

Qty	UOM	Description
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 921X2740 RHRA TAG D1245
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 921X2740 LHR TAG D1245
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 921X2740 RHRA TAG D1410
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 921X2740 LHR TAG D1410

Packing Note:

Carton#	Qty	Description	87
1	1	HOLLOW METAL DOOR HMD16-G90PI 921X2740 RHRA TAG D1245	
2	1	HOLLOW METAL DOOR HMD16-G90PI 921X2740 LHR TAG D1245	
3	1	HOLLOW METAL DOOR HMD16-G90PI 921X2740 RHRA TAG D1410	
4	1	HOLLOW METAL DOOR HMD16-G90PI 921X2740 LHR TAG D1410	

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.



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52 Prince Andrew Place
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M3C 2H4
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Packing Slip

Owner/SO Supplied Hollow
Metal Doors

88

Number: P000050461-Pack172

Sold To: STUART OLSON CONSTRUCTION LTD.C/O
BIRD CONSTRUCTIO
5700 EXPLORER DR
400
MISSISSAUGA ON
L4W 0C6 CANADA
Tel:(905) 206-0998

Job Tag: YORK UNIVERSITY MARKHAM CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Ship Date: 01-Mar-24

Ship Service: Peace of Mind Zone 2 4 Hour

No of Pieces: 6 HMD

Project Manager: FAISAL KHAWAJA

Picked By: DANIEL ZAMUDIO

Packed By: ARON NADLANG

Customer Job#:

Customer PO#: REQUIRED

Terms NET 30 DAYS

Ship To: ANTAMEX
210 GREAT GULF DR
CONCORD ON
L4K 5W1 CANADA

Attn: Denis Klimov
Tel1: 905-660-4520 Tel2: 647-964-4942

Qty	UOM	Description
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 1219X2128 RHRA TAG DM165
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 1219X2128 LHRI TAG DM165
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 1219X2128 RHRA TAG DM166
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 1219X2128 LHRI TAG DM166
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 1219X2146 RHRA TAG DM200
1	EACH	HOLLOW METAL DOOR HMD16-G90PI 1219X2146 LHRI TAG DM200

Packing Note:

Carton#	Qty	Description	89
1	1	HOLLOW METAL DOOR HMD16-G90PI 1219X2128 RHRA TAG DM165	
2	1	HOLLOW METAL DOOR HMD16-G90PI 1219X2128 LHRI TAG DM165	
3	1	HOLLOW METAL DOOR HMD16-G90PI 1219X2128 RHRA TAG DM166	
4	1	HOLLOW METAL DOOR HMD16-G90PI 1219X2128 LHRI TAG DM166	
5	1	HOLLOW METAL DOOR HMD16-G90PI 1219X2146 RHRA TAG DM200	
6	1	HOLLOW METAL DOOR HMD16-G90PI 1219X2146 LHRI TAG DM200	

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**Trillium Architectural Products Ltd.**

52 Prince Andrew Place

Toronto, ON M3C 2H4

Phone: 416-391-5555 / 1-888-858-5866

Fax: 416-391-5065

Info@Trillium.Group

www.Trillium.Group

Vestibule Door Hardware -
Confirmation of Shipping to 90
Alumicor for inclusion in
Alumicor Doors Shipped to
Antamex.

March 19, 2024

To whom it may concern

Please accept this letter of confirmation that the below noted and attached packing slips have been delivered as per instruction from Stuart Olsen directly to Alumicor 290 Humberline Dr on Nov 1st 2023. This material itemized on the packing slips was supplied as part of the contract between Trillium Architectural and Stuart Olsen to be used on Aluminum Doors and Frames being fabricated by Alumicor. Trillium had prepared these shipments in advance with the anticipation of sending the material to site, however a request was made by the Stuart Olsen Team to redirect these deliveries to be dropped at Alumicor door preparation etc

Material Detail:

Packing Slip Number	Number of Cartons
P000050461-Pack115	19
P000050461-Pack114	21
P000050461-Pack104	46
P000050461-Pack86	14

Delivery address:

Alumicor

290 Humber line drive, Toronto

Order #42679

Domenic Di Prospero

Direct: (416)-745-4223

Mobile: (647)-746-2605

Should you have any questions or concerns, please do not hesitate message me anytime.

TRILLIUM ARCHITECTURAL PRODUCTS LTD.

FAISAL KHAWAJA

Project Manager



Trillium Architectural Products Ltd.
52 Prince Andrew Place
Toronto, ON, Canada
M3C 2H4
416-391-5555
www.trillium.group

Packing Slip

91

Number: P000050461-Pack115

Sold To: STUART OLSON CONSTRUCTION LTD.C/O
BIRD CONSTRUCTIO
5700 EXPLORER DR
400
MISSISSAUGA ON
L4W 0C6 CANADA
Tel:(905) 206-0998

Job Tag: YORK UNIVERSITY MARKHAM CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Ship Date: 31-Oct-23

Ship Service: Our Truck

No of Pieces: 19

Project Manager: FAISAL KHAWAJA

Picked By: KARMA DORJI

Packed By: ARON NADLANG

Customer Job#:

Customer PO#: REQUIRED

Terms NET 30 DAYS

Ship To: YORK U MARKHAM CENTRE CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Attn: MICHAEL HARRIS/KEVIN NAYLOR
Tel1: 416.417.8012 Tel2: 416 804 9905

Qty	UOM	Description
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-A
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-B
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-C
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-D
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1105-A
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1105-B
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L02_D2110-A
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L02_D2110-B
2	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L03_D3110-B
1	EACH	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L03_D3110-A

Packing Note:

PHANTOM DOOR HARDWARE - ALUMICO

Packing Slip: P000050461-Pack115 Door Report

Door#	Qty	Description	Carton#
L01_D1100-A	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-A	1-2
L01_D1100-B	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-B	3-4
L01_D1100-C	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-C	5-6
L01_D1100-D	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-D	7-8
L01_D1105-A	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1105-A	9-10
L01_D1105-B	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1105-B	11-12
L02_D2110-A	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L02_D2110-A	13-14
L02_D2110-B	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L02_D2110-B	15-16
L03_D3110-A	1	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L03_D3110-A	19
L03_D3110-B	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L03_D3110-B	17-18

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.

Packing Slip: P000050461-Pack115 Carton Report

Carton#	Qty	Description	93
11-12	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1105-B	
1-2	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-A	
13-14	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L02_D2110-A	
15-16	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L02_D2110-B	
17-18	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L03_D3110-B	
19	1	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L03_D3110-A	
3-4	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-B	
5-6	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-C	
7-8	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1100-D	
9-10	2	DOOR PULL GSH1111 PHANTOM 1-1/2in DIA 2265mm #2 C32D - L01_D1105-A	

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.



Trillium Architectural Products Ltd.
52 Prince Andrew Place
Toronto, ON, Canada
M3C 2H4

416-391-5555
www.trillium.group

Packing Slip

Owner/SO Supplied Vestibule Door
Hardware Packing Slips⁹⁴

Number: P000050461-Pack114

Sold To: STUART OLSON CONSTRUCTION LTD.C/O
BIRD CONSTRUCTIO
5700 EXPLORER DR
400
MISSISSAUGA ON
L4W 0C6 CANADA
Tel:(905) 206-0998

Job Tag: YORK UNIVERSITY MARKHAM CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Ship Date: 31-Oct-23

Ship Service: Our Truck

No of Pieces: 21

Project Manager: FAISAL KHAWAJA

Picked By: DANIEL ZAMUDIO

Packed By: ARON NADLANG

Customer Job#:

Customer PO#: REQUIRED

Terms NET 30 DAYS

Ship To: YORK U MARKHAM CENTRE CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Attn: MICHAEL HARRIS/KEVIN NAYLOR
Tel1: 416.417.8012 Tel2: 416 804 9905

Qty	UOM	Description
19	SET	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D
4	EACH	DOOR CLOSER W/DROP PLATE 8616 AF86 TOP JAMB X DP86 689

Packing Note:

DOOR HARDWARE - ALUMICO

Packing Slip: P000050461-Pack114 Door Report

Door#	Qty	Description	Carton#
L01_D1100-E	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L01_D1100-F	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L01_D1100-G	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L01_D1100-H	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L01_D1105-C	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L01_D1105-D	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L02_D2110-C	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L02_D2110-D	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L03_D3110-C	2	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L03_D3110-D	1	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	3-21
L03-D3040R-A	1	DOOR CLOSER W/DROP PLATE 8616 AF86 TOP JAMB X DP86 689	1-2
L06-D6015-A	1	DOOR CLOSER W/DROP PLATE 8616 AF86 TOP JAMB X DP86 689	1-2
L06-D6040-A	1	DOOR CLOSER W/DROP PLATE 8616 AF86 TOP JAMB X DP86 689	1-2
L06-D6075-A	1	DOOR CLOSER W/DROP PLATE 8616 AF86 TOP JAMB X DP86 689	1-2

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.

Packing Slip: P000050461-Pack114 Carton Report

Carton#	Qty	Description	96
1-2	4	DOOR CLOSER W/DROP PLATE 8616 AF86 TOP JAMB X DP86 689	
3-21	19	DOOR PULLS GSH167F 72in O/A 56in CTC 1 1/4in DIA BTB C32D	

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.



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52 Prince Andrew Place
Toronto, ON, Canada
M3C 2H4
416-391-5555
www.trillium.group

Packing Slip

Owner/SO Supplied Vestibule Door
Hardware Packing Slips

97

Number: P000050461-Pack104

Sold To: STUART OLSON CONSTRUCTION LTD.C/O
BIRD CONSTRUCTIO
5700 EXPLORER DR
400
MISSISSAUGA ON
L4W 0C6 CANADA
Tel:(905) 206-0998

Job Tag: YORK UNIVERSITY MARKHAM CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Ship Date: 31-Oct-23

Ship Service: Our Truck

No of Pieces: 46

Project Manager: FAISAL KHAWAJA

Picked By: DANIEL ZAMUDIO

Packed By: ARON NADLANG

Customer Job#:

Customer PO#: REQUIRED

Terms NET 30 DAYS

Ship To: YORK U MARKHAM CENTRE CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Attn: MICHAEL HARRIS/KEVIN NAYLOR
Tel1: 416.417.8012 Tel2: 416 804 9905

Qty	UOM	Description
19	EACH	CONCEALED OVERHEAD STOP 698S C26D
19	EACH	DOOR SWEEP 18100CNB X 48 AL
1	EACH	EXIT DEVICE (ELEC) 53 AD8510J C32D
9	EACH	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D
9	EACH	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D
9	EACH	MORTISE CYLINDER 41 C32D LA KWH KA1
19	EACH	ELEC. POWER TRANSFER CEPT-NW C32D
2	EACH	DOOR CLOSER 4040XP-62A EDA 689
19	EACH	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR

Packing Note:

Phantom Door Hardware

Packing Slip: P000050461-Pack104 Door Report

Door#	Qty	Description	Carton#
L01_D1100-A	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L01_D1100-B	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L01_D1100-C	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L01_D1100-D	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L01_D1105-A	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L01_D1105-B	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.

Packing Slip: P000050461-Pack104 Door Report

Door#	Qty	Description	Carton#
L01_D1105-B	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	DOOR CLOSER 4040XP-62A EDA 689	3
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L02_D2110-A	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L02_D2110-B	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L03_D3110-A	1	CONCEALED OVERHEAD STOP 698S C26D	23-27
	1	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 53 AD8510J C32D	1
	1	ELEC. POWER TRANSFER CEPT-NW C32D	4
	1	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46
L03_D3110-B	2	CONCEALED OVERHEAD STOP 698S C26D	23-27
	2	DOOR SWEEP 18100CNB X 48 AL	2
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	5-13
	1	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	14-22
	1	MORTISE CYLINDER 41 C32D LA KWy KA1	3
	2	ELEC. POWER TRANSFER CEPT-NW C32D	4
	2	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	28-46

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.

Carton#	Qty	Description	100
1	1	EXIT DEVICE (ELEC) 53 AD8510J C32D	
14-22	9	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J X 106 LESS PULL L/C RHR C32D	
2	19	DOOR SWEEP 18100CNB X 48 AL	
23-27	19	CONCEALED OVERHEAD STOP 698S C26D	
28-46	19	CONTINUOUS HINGE WTCFM95HD1 X 95 X PT X CLEAR	
3	9	MORTISE CYLINDER 41 C32D LA KWHY KA1	
	2	DOOR CLOSER 4040XP-62A EDA 689	
4	19	ELEC. POWER TRANSFER CEPT-NW C32D	
5-13	9	EXIT DEVICE (ELEC) 31 53 55 56 NB AD8410J C32D	

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.



Trillium Architectural Products Ltd.
52 Prince Andrew Place
Toronto, ON, Canada
M3C 2H4

416-391-5555
www.trillium.group

Packing Slip

Owner/SO Supplied Vestibule Door
Hardware Packing Slips P01

Number: P000050461-Pack86

Sold To: STUART OLSON CONSTRUCTION LTD.C/O
BIRD CONSTRUCTIO
5700 EXPLORER DR
400
MISSISSAUGA ON
L4W 0C6 CANADA
Tel:(905) 206-0998

Job Tag: YORK UNIVERSITY MARKHAM CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Ship Date: 31-Oct-23

Ship Service: Our Truck

No of Pieces: 14

Project Manager: FAISAL KHAWAJA

Picked By: DANIEL ZAMUDIO

Packed By: ARON NADLANG

Customer Job#:

Customer PO#: REQUIRED

Terms NET 30 DAYS

Ship To: YORK U MARKHAM CENTRE CAMPUS
1 UNIVERSITY BLVD
UNIONVILLE ON
L6G 0H2 CANADA

Attn: MICHAEL HARRIS/KEVIN NAYLOR
Tel1: 416.417.8012 Tel2: 416 804 9905

Qty	UOM	Description
3	EACH	DOOR CLOSER 4040XP RW/PA 689
22	EACH	CONCEALED OVERHEAD STOP 698S C26D
1	EACH	CONCEALED OVERHEAD STOP 699S C26D
16	EACH	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR
3	EACH	DROP PLATE 4040XP-18 689
4	EACH	DOOR CONTACT MSS100-4Y: DPDT /WHITE
3	EACH	CONTINUOUS HINGE CFM120SLF-HD1 CLEAR

Packing Note:

PHANTOM DOOR HARDWARE - ALUMICO

Packing Slip: P000050461-Pack86 Door Report

Door#	Qty	Description	Carton#
L01_D1100-E	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	11-14
L01_D1100-F	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	11-14
L01_D1100-G	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	11-14
L01_D1100-H	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	11-14
L01_D1105-C	2	DOOR CLOSER 4040XP RW/PA 689	1
	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	11-14
	2	DROP PLATE 4040XP-18 689	1
L01_D1105-D	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	11-14
L02_D2110-C	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	11-14
L02_D2110-D	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	11-14
L03_D3110-C	2	CONCEALED OVERHEAD STOP 698S C26D	2-7
	2	CONTINUOUS HINGE CFM120SLF-HD1 CLEAR	8-10
L03_D3110-D	1	DOOR CLOSER 4040XP RW/PA 689	1
	1	CONCEALED OVERHEAD STOP 698S C26D	2-7
	1	DROP PLATE 4040XP-18 689	1
	1	CONTINUOUS HINGE CFM120SLF-HD1 CLEAR	8-10
L03-D3040R-A	1	CONCEALED OVERHEAD STOP 698S C26D	2-7
	1	DOOR CONTACT MSS100-4Y: DPDT /WHITE	1
L06-D6015-A	1	CONCEALED OVERHEAD STOP 699S C26D	7
	1	DOOR CONTACT MSS100-4Y: DPDT /WHITE	1
L06-D6040-A	1	CONCEALED OVERHEAD STOP 698S C26D	2-7
	1	DOOR CONTACT MSS100-4Y: DPDT /WHITE	1
L06-D6075-A	1	CONCEALED OVERHEAD STOP 698S C26D	2-7
	1	DOOR CONTACT MSS100-4Y: DPDT /WHITE	1

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.

Carton#	Qty	Description	103
1	3	DOOR CLOSER 4040XP RW/PA 689	
	3	DROP PLATE 4040XP-18 689	
	4	DOOR CONTACT MSS100-4Y: DPDT /WHITE	
11-14	16	CONTINUOUS HINGE CFM95SLF-HD1 CLEAR	
2-7	22	CONCEALED OVERHEAD STOP 698S C26D	
7	1	CONCEALED OVERHEAD STOP 699S C26D	
8-10	3	CONTINUOUS HINGE CFM120SLF-HD1 CLEAR	

Any claims for shortages, damage or errors in shipment must be reported within 5 days of shipment.

SCHEDULE "B"


SUMMARY OF MATERIAL FULLY PAID FOR STILL IN ANTAMEX SHOP

08-Apr-24

CATIGORY	LOCATION	REMAINING SCOPE	COMPANY	TOTAL	SUPPLY	INSTALL	AMOUNT PAID	Invoice Date and Cheque Date
HM DOOR LAMINATION	LEVEL 1 VOLATILE ROOM	DOOR IS ON SITE. NEED LAMINATION MATERIAL FROM ANTAMEX SHOP	ANTAMEX	\$ 21,728.00	\$ 10,864.00	\$ 10,864.00	\$ 10,864.00	Invoice 30-Jun-23 and Cheque to Antamex dated August 1, 2023
HM DOOR LAMINATION	LEVEL 1 INCOMING SERVICES ROOM	D1245 DOOR AND LAMINATION MATERIAL FROM ANTAMEX SHOP	ANTAMEX					
HM DOOR LAMINATION	LEVEL 1 STAIR J	D1410 DOOR AND LAMINATION FROM ANTAMEX SHOP	ANTAMEX					
HM DOOR LAMINATION	LEVEL 2 SOUTH LECTURE HALL EXIT	DM2055-A DOOR AND CLADDING LAMINATION MATERIAL FROM ANTAMEX SHOP	ANTAMEX					
HM DOOR LAMINATION	MEZZANINE	DM165 DOOR AND LAMINATION MATERIAL FROM ANTAMEX SHOP	ANTAMEX					
HM DOOR LAMINATION	MEZZANINE	DM166 DOOR AND LAMINATION MATERIAL FROM ANTAMEX	ANTAMEX					
HM DOOR LAMINATION	MEZZANINE	DM200 DOOR AND LAMINATION MATERIAL FROM ANTAMEX SHOP	ANTAMEX					
MIS CLOSURES	LEVEL 1	SUPPLY AND INSTALL PREF. ALUMINUM BASE TRIM FROM ANTAMEX SHOP 2.1m x 4 = 8m for vertical where Canopy connects to building 35m + 24m = 60m for horizontal under canopy. 120m for Prefinished Alum trim at level 1 north and west elevation.	ANTAMEX	\$ 93,613.00	\$ 65,529.10	\$ 28,083.90	\$ 88,932.35	Invoice 28, 31-Aug-23 and Cheque to Antames dated October 1, 2023

SOV for Hollow Metal Door Cladding Material

106

SCHEDULE OF VALUES								
FROM: _____			Antamex Industries ULC Contractor			<div> ANTAMEX</div>		
						Project : _____ YUMCC		
						Progress Billing No. 26 Progress Billing Date 30-Jun-23 Period To: 30-Jun-23		
NOTE: This schedule of values is a guide only and not to calculate changes to the contract.								
A	B	C	D	E	F	G		H
ITEM NO.	DESCRIPTION OF ITEM	SCHEDULED	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED	% (G / C)	BALANCE TO FINISH
			FROM PREVIOUS	THIS				
	Skylight Fascia Panels EW03							
124	Design, manufacture and supply of materials	\$125,006.00	\$125,006.00			\$125,006.00	100%	
125	Installation	\$88,500.00	\$88,500.00			\$88,500.00	100%	
	Skylight Coping							
126	Design, manufacture and supply ONLY	\$75,451.00	\$75,451.00			\$75,451.00	100%	
	GR FL South metal panels, LVR1/LVR1a/LVR2							
127	Design, manufacture and supply of materials	\$100,000.00	\$34,000.00	\$66,000.00		\$100,000.00	100%	
128	Installation	\$50,000.00		\$10,000.00		\$10,000.00	20%	\$40,000.00
	Stainless Steel Fasteners							
129	Supply and install	\$49,000.00	\$49,000.00			\$49,000.00	100%	
	Aluminum cladding at HM doors							
130	Supply and install	\$21,728.00	\$4,345.60	\$6,518.40		\$10,864.00	50%	\$10,864.00

107

1663-0301

SOV for Misc Trims and Break shapes

108

SCHEDULE OF VALUESFROM: Antamex Industries ULC
ContractorProject : YUMCC
 Progress Billing No. 28
 Progress Billing Date 31-Aug-23
 Period To: 31-Aug-23

NOTE: This schedule of values is a guide only and not to calculate changes to the contract.

A	B	C	D	E	F	G	H	
ITEM NO.	DESCRIPTION OF ITEM	SCHEDULED	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED	% (G / C)	BALANCE TO FINISH
			FROM PREVIOUS	THIS				
	Level 11							
111	Material Procurement (fin extrusions, sheets, paint, angles, fasteners, insulation)	\$212,126.00	\$212,126.00			\$212,126.00	100%	
112	5005 Alloy Coils Procurement (for MP cladding, blank-off panels, sill flashings)	\$71,590.00	\$71,590.00			\$71,590.00	100%	
113	MPH metal panels cladding fabrication and finishing	\$122,000.00	\$122,000.00			\$122,000.00	100%	
114	MPH louvers fabrication and finishing (base scope)	\$161,830.00	\$161,830.00			\$161,830.00	100%	
115	Fins fabrication, Assembly, Shipping and Crating	\$301,800.00	\$226,350.00			\$226,350.00	75%	\$75,450.00
116	Layout & Install L-angles & Z-girts supporting the metal panels, louvers and fins	\$75,700.00	\$37,850.00	\$7,570.00		\$45,420.00	60%	\$30,280.00
117	Installation of metal panels cladding, insulation, blank-off panels	\$208,860.00	\$10,443.00	\$20,886.00		\$31,329.00	15%	\$177,531.00
118	Blueskin and airseals installation	\$56,030.00	\$44,824.00			\$44,824.00	80%	\$11,206.00
	Misc. items							
119	Interior vestibules, supply and install	\$270,000.00	\$175,500.00	\$27,000.00		\$202,500.00	75%	\$67,500.00
120	CW Airseals, galv. closures, breakshapes, etc. supply and install	\$93,613.00	\$79,571.05	\$9,361.30		\$88,932.35	95%	\$4,680.65
121	Doors 1100A/B/C/D/E/F/G/H, 1105A/B/C/D, 2110A/B/C/D, 3110 A/B/C/D	\$152,440.00	\$30,488.00			\$30,488.00	20%	\$121,952.00
	Parapet coping							
122	Design, manufacture and supply of materials	\$96,230.00	\$28,869.00			\$28,869.00	30%	\$67,361.00
123	Installation	\$61,652.00						\$61,652.00

109

[illegible]

stuartolson

BANK OF MONTREAL
100 King Street West
Toronto, ON M5X 1A3

Date: **2023-10-01**
YYYYMMDD

\$ 138,666.02

PER *W. H. H. H.*

PER _____

1663-0301

Partial List of Missing Items from Misc Trims and Break Shapes not on site.

PART NO.	QTY	DESCRIPTION	MATERIAL	FINISH	LENGTH	WIDTH	SL	DWG
695-D3101	21	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	1500.0	25.4	Yes	Yes
695-D3101-02	2	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	500.0	25.4	Yes	Yes
695-D3101-03	4	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	2000.0	25.4	Yes	Yes
695-D3101-04	4	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	1497.0	25.4	Yes	Yes
695-D3101-05	1	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	442.0	25.4	Yes	Yes
695-D3101-06	2	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	2015.0	25.4	Yes	Yes
695-D3101-07	1	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	559.0	25.4	Yes	Yes
695-D3101-08	1	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	574.0	25.4	Yes	Yes
695-D3101-09	1	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	1243.1	25.4	Yes	Yes
695-D3900	2	THERMAL BREAK	PVC-SHT-250-6.4	BLACK	994.2		Yes	Yes
695-Y3173	21	ALUM CLIP	Alum-SHT-125-3.2	ALFN	1594.0		Yes	Yes
695-Y3173-02	2	ALUM CLIP	Alum-SHT-125-3.2	ALFN	594.0		Yes	Yes
695-Y3173-03	4	ALUM CLIP	Alum-SHT-125-3.2	ALFN	2094.0		Yes	Yes
695-Y3173-04	3	ALUM CLIP	Alum-SHT-125-3.2	ALFN	1584.5		Yes	Yes
695-Y3173-05	1	ALUM CLIP	Alum-SHT-125-3.2	ALFN	536.0		Yes	Yes
695-Y3173-06	2	ALUM CLIP	Alum-SHT-125-3.2	ALFN	2109.0		Yes	Yes
695-Y3173-07	1	ALUM CLIP	Alum-SHT-125-3.2	ALFN	653.0		Yes	Yes
695-Y3173-08	1	ALUM CLIP	Alum-SHT-125-3.2	ALFN	668.0		Yes	Yes
695-Y3173-09	1	ALUM CLIP	Alum-SHT-125-3.2	ALFN	1337.1		Yes	Yes
695-Y3173-10	1	ALUM CLIP	Alum-SHT-125-3.2	ALFN	1589.0		Yes	Yes
695-Y3174	21	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	1594.0		Yes	Yes
695-Y3174-02	2	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	594.0		Yes	Yes
695-Y3174-03	4	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	2094.0		Yes	Yes
695-Y3174-04	3	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	1584.5		Yes	Yes
695-Y3174-05	1	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	536.0		Yes	Yes
695-Y3174-06	2	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	2109.0		Yes	Yes
695-Y3174-07	1	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	653.0		Yes	Yes
695-Y3174-08	1	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	668.0		Yes	Yes
695-Y3174-09	1	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	1337.1		Yes	Yes
695-Y3174-10	1	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	1589.0		Yes	Yes
695-Y3903	2	ALUM. CLOSURE	Alum-SHT-080-2.0	FAF - DRN2	1109.8		Yes	Yes
695-Y3904	2	ALUM CLIP	Alum-SHT-125-3.2	ALFN	1104.5		Yes	Yes
U0035SL	229	#10x1/2 PHSTAB 304					Yes	No
U0051SL	229	#10x3/4 PHSTAB 304	Stainless Steel				Yes	No

Partial List of Missing Items from Misc Trims and Break Shapes not on site.

695-Y3166	1	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	624.0	
695-Y3167A	1	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	1989.0	
695-Y3168	1	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	2989.0	
695-Y3169	1	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	3489.1	
695-Y3170A	15	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	3194.0	
695-Y3170A-02	1	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	2937.1	
695-Y3171	1	ALUM. CLOSURE	Alum-SHT-062-1.6	FAF - DRNR	50.0	
695-Y3172	1	ALUM. CLOSURE	Alum-SHT-125-3.2	FAF - DRN2	2003.9	
695-Y3175	2	ALUM. CLOSURE	Alum-SHT-062-1.6	FAF - DRNR	50.0	
695-Y3176	1	ALUM CLIP	Alum-SHT-125-3.2	ALFN	2011.0	
695-Y3177	1	ALUM. CLOSURE	Alum-SHT-125-3.2	FAF - DRN2	2011.0	
695-Y3178	1	ALUM. CLOSURE	Alum-SHT-125-3.2	FAF - DRN2	2020.0	
695-Y3179A	1	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	2900.0	
695-Y3180	1	ALUM CLIP	Alum-SHT-125-3.2	ALFN	2011.0	
695-Y3181	1	ALUM. CLOSURE	Alum-SHT-125-3.2	FAF - DRN2	2011.0	
695-Y3182	2	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	1597.0	
695-Y3905A	1	FLASHING	Alum-SHT-080-2.0	FAF - DRN2	2346.4	

SCHEDULE "C"

SUMMARY OF MATERIAL PARTIALLY PAID FOR STILL IN ANTAMEX SHOP

08-Apr-24

Note: this includes bothe the door frames and the glass for these doors which we understand has not yet been installed in the doors.

CATIGORY	LOCATION	REMAINING SCOPE	COMPANY	TOTAL	SUPPLY	INSTALL	AMOUNT PAID	Invoice Date and Cheque Date
EXTERIOR VESTIBULE DOOR	LEVEL 1 NORTH EAST VESTIBULE	EXTERIOR DOOR D1105-A, D1105-B SUPPLY AND INSTALL, NO ELECTRICAL PATHWAYS - Deficiency	ANTAMEX	\$ 152,440.00	\$ 30,488.00	\$ 121,952.00	\$ 30,488.00	Invoice 30-Jun-23 and Cheque to Antamex dated August 1, 2023
EXTERIOR VESTIBULE DOOR	LEVEL 1 WEST VESTIBULE	EXTERIOR DOOR D1100-A, D1100-B, D1100-C, D1100-D SUPPLY AND INSTALL, NO ELECTRICAL PATHWAYS - Deficiency	ANTAMEX					
EXTERIOR VESTIBULE DOOR	LEVEL 2 EAST VESTIBULE	EXTERIOR DOOR D2110-A, D2110-B SUPPLY AND INSTALL, NO ELECTRICAL PATHWAYS - Deficiency	ANTAMEX					
EXTERIOR VESTIBULE DOOR	LEVEL 3 EAST VESTIBULE	EXTERIOR DOOR D3110-A, D3110-B SUPPLY AND INSTALL, NO ELECTRICAL PATHWAYS - Deficiency	ANTAMEX					

SOV for Exterior Vestibule Doors

114

SCHEDULE OF VALUES

FROM: _____ Antamex Industries ULC
Contractor

Project : _____ YUMCC

Progress Billing No. 26
Progress Billing Date 30-Jun-23
Period To: 30-Jun-23

NOTE: This schedule of values is a guide only and not to calculate changes to the contract.

A	B	C	D	E	F	G	H	
ITEM NO.	DESCRIPTION OF ITEM	SCHEDULED	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED	% (G / C)	BALANCE TO FINISH
			FROM PREVIOUS	THIS				
	Level 11							
111	Material Procurement (fin extrusions, sheets, paint, angles, fasteners, insulation)	\$212,126.00	\$212,126.00			\$212,126.00	100%	
112	5005 Alloy Coils Procurement (for MP cladding, blank-off panels, sill flashings)	\$71,590.00	\$71,590.00			\$71,590.00	100%	
113	MPH metal panels cladding fabrication and finishing	\$122,000.00	\$122,000.00			\$122,000.00	100%	
114	MPH louvers fabrication and finishing (base scope)	\$161,830.00	\$161,830.00			\$161,830.00	100%	
115	Fins fabrication, Assembly, Shipping and Crating	\$301,800.00		\$150,900.00		\$150,900.00	50%	\$150,900.00
116	Layout & Install L-angles & Z-girts supporting the metal panels, louvers and fins	\$75,700.00		\$15,140.00		\$15,140.00	20%	\$60,560.00
117	Installation of metal panels cladding, insulation, blank-off panels	\$208,860.00		\$41,772.00		\$41,772.00	20%	\$167,088.00
118	Blueskin and airseals installation	\$56,030.00		\$44,824.00		\$44,824.00	80%	\$11,206.00
	Misc. items							
119	Interior vestibules, supply and install	\$270,000.00	\$135,000.00	\$40,500.00		\$175,500.00	65%	\$94,500.00
120	CW Airseals, galv. closures, breakshapes, etc. supply and install	\$93,613.00	\$46,806.50	\$23,403.25		\$70,209.75	75%	\$23,403.25
121	Doors 1100A/B/C/D/E/F/G/H, 1105A/B/C/D, 2110A/B/C/D, 3110 A/B/C/D	\$152,440.00		\$30,488.00		\$30,488.00	20%	\$121,952.00
	Parapet coping							
122	Design, manufacture and supply of materials	\$96,230.00	\$28,869.00			\$28,869.00	30%	\$67,361.00
123	Installation	\$61,652.00						\$61,652.00

VENDOR NO.	VENDOR NAME	CHECK NUMBER
70691	ANTAMEX INDUSTRIES ULC	1029

Partial Payment for Exterior Vestibule
Doors noted above for SOM

Trans Record	References Invoice	HoldBack	Date	Description	Job No.	Gross Amount	Hold Back	GST/HST	Net Amount
723 67	7515		06/30/23	DRAW,CO7&35	30547-	668,724.40	66,872.44	78,240.75	680,092.71
<div> <div>PM Approved</div> <div> <div>Digitally signed by Heitor Assis</div> <div>DN: CN=Heitor Assis, OU=Bird, OU=Users, OU=Global, DC=bird, DC=ca</div> <div>Date: 2023.08.08 11:18:30-04'00'</div> </div> </div>									
Vendor No.		Vendor SortName		Gross Amount		Hold Back	GST		Net Amount
70691		TANTA02		668,724.40		66,872.44	78,240.75		680,092.71

THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

stuartolson

Stuart Olson Construction Ltd.

BANK OF MONTREAL
100 King Street West
Toronto, ON M5X 1A3

1029

Date: 2023-08-01
YYYYMMDD

PAY ***680,092 dollars and 71 cents***

\$ 680,092.71

TO THE ORDER OF
ANTAMEX INDUSTRIES ULC
1 - 210 GREAT GULF DRIVE
CONCORD, ON L4K 5W1

PER 

PER

10 29 0000 2200 11

16630030

APPENDIX “E”



DLA Piper (Canada) LLP
Suite 6000, 1 First Canadian Place
PO Box 367, 100 King St W
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May 6, 2024

VIA EMAIL

Linc Rogers
Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
199 Bay Street
Suite 4000, Commerce Court West
Toronto, ON M5L 1A9 Canada

Dear Mr. Rogers:

RE: Receivership of Antamex Industries ULC
Court File No. CV-24-007151153-00CL

We are Canadian counsel to Glass Enterprises Northeast, LLC ("**GEN**") and its affiliate, Norwich Equipment Finance, LLC ("**NEF**", and together with GEN, "**Glass Enterprises**"). We are writing: (i) in response to your letter dated April 15, 2024 to James Sullivan of Seyfarth-Shaw, LLP and Chris Besant of Gardner Roberts LLP, counsel to Norwich 40 TGCI, LLC ("**Norwich Landlord**") that was forwarded to us by the Norwich Landlord for reply, concerning the receivership proceedings of Antamex Industries ULC ("**Antamex**" or the "**Debtor**") that are pending in the Ontario Superior Court (the "**Receivership Proceedings**"); and (ii) further to my request to you and Mr. Reynolds of Deloitte Restructuring, Inc. ("**Deloitte**" or the "**Receiver**") during our MS Teams call on May, 3, 2024 that the Receiver provide its consent to Glass Enterprise's use of the glass production equipment (the "**Norwich Equipment**") located at 40 Wisconsin Road, Norwich, Connecticut, USA (the "**Norwich Premises**"), on an interim basis while the issues set out in the balance of this letter are resolved by agreement of the relevant parties or adjudicated by a court, as contemplated on the last page hereof. As you are aware Mr. Reynolds rejected my request, and I would ask that once you and the Receiver have had an opportunity to review and digest the information in this letter and the exhibits hereto, that the Receiver reconsider its position, given the obvious economic harm to Glass Enterprises resulting from the Receiver's current position, which after your review of this letter and its exhibits will see is illfounded.

You indicate in your letter that Deloitte was appointed by Order of the Ontario Superior Court of Justice made on or about March 5, 2024 (the "**US Property Appointment Order**") as Receiver over all right, title and interest of Antamex in and to the US Property as defined in the US Property Appointment Order and listed in Schedule "A" thereto (the "**Norwich Equipment**"), and that by Order dated March 13, 2024 (the "**Appointment Order**"), the Receiver's appointment was extended to include Antamex's right, title and interest of Antamex in and to the Property as defined in the Appointment Order.

Moreover, your letter indicates that the Receiver has reviewed Antamex's business and financial records, the intercompany equipment lease agreement (discussed below) and has spoken to Antamex's principals, and has concluded that the Norwich Equipment forms part of the Property of Antamex. For, *inter alia*, the reasons and facts set out in this letter and the documentation attached as exhibits hereto, Glass Enterprises disagrees with the Receiver's conclusion and believes that the Receiver's conclusion as independent Court Officer (and not as agent for Export Development Canada ("**EDC**") as you pointed out in your letter) is based on an incomplete understanding of all relevant and demonstrable facts regarding the Norwich Equipment and believes that the Receiver has not been made aware of facts and contemporaneous third party transaction documentation that clearly demonstrate that the Norwich Equipment was acquired from the third party vendors and owned by Solar Seal Architectural, LLC ("**Solar Seal Architectural**"), now known as Naverra Glass, LLC ("**Naverra**"), or other similarly named Naverra entities incorporated by Jeremy Ozen (together Naverra, the "**Naverra Entities**"), and is not now and never was the property of Antamex.

Additionally, and importantly without regard to whether the Norwich Equipment was owned by Naverra, Antamex or any other party, as a result of the facts, applicable Connecticut laws and events set out later in this letter and its exhibits, the Norwich Equipment became the property of the Norwich Landlord following Naverra's abandonment of the Norwich Premises and the Norwich Equipment and the landlord noticing procedures described later in this letter, and as a result of an assignment and bill of sale by the Norwich Landlord to GEN in conjunction with GEN's lease and occupancy of the Norwich Premises, GEN is now the successor to, and assignee of, the Norwich Landlord's ownership interest in the Norwich Equipment.

The facts are set forth, in detail, below and in the exhibits attached hereto.

I. History of the Formation of Solar Seal Architectural and Naverra Glass, LLC

The timing and formation by Jeremy Ozen and his family of various "Solar Seal" entities in the United States is particularly relevant and informative to understand the acquisition and ownership of the Norwich Equipment.

According to public records, Jeremy Ozen and Daniel Ozen are brothers and officers in O3 Industries, LLC ("**O3 Industries**") along with their father, Michael Ozen. O3 Industries is a Delaware limited liability company. O3 Industries is a family investment company that holds multiple stand-alone businesses in its portfolio of companies, including, but not limited to, Antamex that it acquired in or about January 29, 2019. O3 Industries entered into an agreement dated April 2, 2021 with Consolidated Glass Holdings ("**CGH**") to acquire the assets of CGH's subsidiary, Solar Seal Co., a 50-year old manufacturer of custom fabricated glass products located in South Easton, Massachusetts (the "**SSCo Assets**").

On May 20, 2021, Solar Seal, LLC ("**Solar Seal**") was organized under the laws of Massachusetts. According to the Secretary of State's records, Daniel Ozen is the managing member of Solar Seal.

Following the acquisition of the SSSCo Assets, the SSSCo Assets, associated business processes, and operations remained at the former Solar Seal Co. leased manufacturing facility in South Easton (the "**Massachusetts Facility**").

On September 24, 2021, Solar Seal Architectural, LLC ("**Solar Seal Architectural**") was organized in the State of Delaware and lists on its formation documents that it is located at the Norwich Premises. According to the Secretary of State's records, Jeremy Ozen is the sole

member of Solar Seal Architectural. Pursuant to a lease agreement dated October 15, 2021, the Norwich Landlord leased the Norwich Property to Solar Seal Architectural for a term commencing January 1, 2022 through May 31, 2035 (the “**Norwich Lease**”). On October 21, 2022, Solar Seal Architectural changed its name to Naverra, LLC (“**Naverra**”).

In or about August of 2022, manufacturing operations ceased in the Massachusetts Facility and we understand the SS Co Assets were moved from the Massachusetts Facility to the Norwich Premises.

II. Solar Seal Architectural Ownership of the Norwich Equipment

After the acquisition of SS Co Assets in April, 2021, Solar Seal sought to acquire certain major pieces of glass manufacturing equipment for its new manufacturing facility at the Norwich Premises. As reflected in multiple purchase orders for various major pieces of manufacturing equipment, the purchaser of the equipment was, in many cases, initially Solar Seal and then, after Solar Seal Architectural had been formed, the purchaser was designated by the Solar Seal principals (who are also Antamex principals) to be Solar Seal Architectural. The multiple communications and contemporaneous third party documents we have reviewed do not evidence a single instance where Antamex was identified as the purchaser for any of the purchased pieces of equipment, nor have we seen any instance where Antamex was requested to be the purchaser. We set out below the facts and documents relating to the history of the purchase of certain major pieces of equipment that form part of the Norwich Property.

Glaston Equipment

The purchase of certain equipment from the Glaston entities is a prime example of how the Norwich Equipment was initially ordered by purchase order issued by Solar Seal and then sold by the manufacturer to Solar Seal Architectural at the specific request of the Solar Seal/Antamex principals. On or about September 9, 2021, Solar Seal placed an order with Glaston Germany GmbH (“**Glaston Germany**”), as seller, for the purchase of a Glaston jumbo insulating glass production line (“**Glaston TPS IG**”), and collectively with other equipment sold by Glaston America, Glaston Germany, and Glaston Finland Oy to Naverra Entities, defined below, the “**Glaston Equipment**”) pursuant to a purchase order (the “**Glaston Purchase Order**”), a copy of which is attached hereto as **Exhibit A**. As you can see, the purchaser is identified as Solar Seal - not Antamex. Glaston Germany and Solar Seal subsequently entered into a contract for the sale of certain Glaston Equipment at a sales price of \$3,450,000.00, a copy of (the non technical pages of) which is attached as **Exhibit B** (the “**Glaston TPS IG Contract**”). The purchaser under the Glaston TPS IG Contract is identified as “Solar Seal, LLC” with an address of 55 Bristol Drive, South Easton, MA and with a delivery address for the Glaston TPS IG of 40 Wisconsin Avenue, Norwich, CT, namely the Norwich Premises.

In July, 2022, Ryan Spurgeon, the President of Antamex, by email to Glaston, requested that Glaston Germany “update its records” “to reflect the proper business name” of the purchaser of the Glaston TPS IG from Solar Seal, LLC (ie: Solar Seal) to “*Legal Business Name: Solar Seal Architectural, LLC*” with a business address of 40 Wisconsin Avenue, Norwich, CT. Mr. Spurgeon further explained that, “[w]hen we originally ordered the equipment we didn’t have the full business established, so we utilized our existing PO system to get equipment moving. Now that we are nearing startup at the CT site we have founds [sic] some errors that require updating in our records. These records were to be updated, though it appears this fell through the cracks over the past few months. Please ensure you respond to this email acknowledging the proper PO 281 is tagged per the above Legal Business Name & that all future

*paperwork, invoices etc. are tagged with the proper Legal Business Name and Address.” Attached as **Exhibit C** is a copy of the email correspondence referenced above.*

On August 12, 2022, Russell D’Cunha, the financial controller of Antamex, in an email copied to Ryan Spurgeon and Dan Cummings of Antamex, directed that the invoice for the Glaston Equipment be changed by Glaston Germany and issued to “Legal Business Name: Solar Seal Architectural, LLC” or he will not be able to process payment to Glaston Germany. Glaston Germany agreed on the condition that Solar Seal Architectural send it a new purchase order identifying the buyer as “Solar Seal Architectural LLC” which it did. Attached at the bottom of the email chain is a copy of the September, 2022 Purchase Order issued by Solar Seal Architectural. Attached as **Exhibit D** is a copy of the email correspondence and Purchase Order.

Although representatives of Antamex, including Ryan Spurgeon, were copied on the above referenced email correspondence with Glaston Germany, at no time did anyone from Antamex, Solar Seal or Solar Seal Architectural indicate that the Glaston TPS IG or any Glaston Equipment was to be, or was being purchased by Antamex. On the contrary, Antamex’s representatives made clear that *Solar Seal Architectural* was the buyer of the Glaston TPS IG. This was not a typo, as baselessly claimed by Mr Spurgeon in his email to EDC of January 16, 2024.

On or about October 3, 2023, as part of a consensual resolution of claims brought by Glaston America, Glaston Germany, and Glaston Finland Oy (collectively, “**Glaston**”) against Solar Seal and Solar Seal Architectural (collectively, the “Naverra Entities”) in a lawsuit in the Connecticut Federal District Court (“**District Court**”), Jeremy Ozen represented and warranted to and in favour of Glaston in a Security Agreement that the Naverra Entities are the owner of the Glaston Equipment and that they held good and marketable title to same.

If Antamex owned the Norwich Equipment including the Glaston Equipment, then Mr Ozen’s representations to Glaston were patently and knowingly false when made. Moreover, pursuant to the Security Agreement, the Naverra Entities (and not Antamex) granted Glaston security interests in the Glaston Equipment. Thereafter, Glaston perfected its security interests in the Glaston Equipment by filing UCC-1 financing statements in both Connecticut and Delaware. Attached as **Exhibit E** are copies of the Glaston Security Agreement and related UCC-1 filings.

Glaston’s UCC-1 filings perfected Glaston’s first priority lien (the “**Glaston Equipment Lien**”) on all of the Glaston Equipments. The Glaston Equipment Lien was subsequently assigned by Glaston to NEF as described below. In October of 2023, the Naverra Entities defaulted on their settlement agreement with Glaston. Glaston then obtained a consent judgment against the Naverra Entities (the “**Glaston Judgment**”) and filed a Judgment Lien Certificate against all of the Naverra Entities’ personal property and equipment located at the Norwich Premises (the “**Glaston Judgment Lien**”) in November of 2023.

Other Norwich Equipment Purchase Examples

On January 11, 2023, Solar Seal Architectural purchased certain equipment from Columbus Compressor and Machine, LLC (“**Columbus Compressor Equipment**”) pursuant to the Purchase Agreement attached hereto as **Exhibit F**. Once again, Solar Seal Architectural, LLC is identified as the Buyer and Jeremy Ozen signed as the manager of Solar Seal Architectural, LLC. Columbus Compressor has initiated proceedings against Naverra in Ohio to collect the amounts due.

A third example is the ordering, purchase delivery and installation of certain gantry equipment from Hegla Corporation (“Helga Equipment”) by Solar Seal, LLC on November 11, 2021 pursuant to Purchase Order

0000399, a copy of which is attached as **Exhibit G** and subsequent related purchase orders. Of particular note and importance, when it came time to make payment to Hegla Corporation, in or about November of 2022 on account of gantry equipment shipping and installation costs (and a \$390,000 payment for electrical services provided at the Norwich Premises by Prime Electric), Russell D'Cunha, Antamex Controller Finance, submitted by email to Loan Services (EDC), Michael Reid and Chris Despond of EDC a Request for Advance in the amount of USD\$500,000, in which email Mr. D'Cunha enclosed the Hegla and Prime Electric invoices addressed to Solar Seal as purchaser. A copy of Mr. D'Cunha's November 3, 2022 email to EDC and attachments is attached as **Exhibit H**. This email correspondence between Antamex and EDC shows that at the time of making the foregoing requested advance to Antamex, EDC was aware that the proceeds of the advance were going to be used to pay for services and materials being purchased by Solar Seal and not Antamex. In any litigation relating to the Norwich Equipment we will be requesting, and subpoenaing if necessary, copies of all Advance Requests and associated Antamex email correspondence and attachments with EDC.

A fourth example can be found with the purchase of certain glass washer equipment from Billco Manufacturing, Inc. ("Bilco Equipment") on October 24, 2022. The purchaser is identified as a Naverra Entity with an address of 40 Wisconsin Avenue, Norwich. A copy of the Billco Invoice is attached as **Exhibit I**.

The above documents and communications evidence a consistent course of conduct that shows Antamex was not the purchaser of any of the Norwich Equipment. The purchaser was invariably Solar Seal LLC or Solar Seal Architectural, later in the name of the Naverra Entities.

The Purported Intercompany Lease document

We understand that Mr Spurgeon has advised EDC (and subsequently the Receiver) that Antamex owns all of the Norwich Equipment (which includes, but is not limited to, the Glaston Equipment, the Hegla Equipment, the Billco Equipment and the Columbus Compressor Equipment), in support of which assertion Mr. Spurgeon has provided a purported "Equipment Lease Agreement" between Antamex as lessor, and Solar Seal Architectural, as lessee, allegedly signed by Ryan Spurgeon on behalf of Antamex and by Charles Robinson on behalf of Solar Seal Architectural, LLC on December 1, 2022 (the "**Antamex Equipment Lease**"). This highly suspect document is an invalid after the fact creation by Antamex's principals and is without legal effect for a number of obvious reasons.

First, even though the Antamex Equipment Lease appears on its face to be dated December 1, 2022, it appears that Ryan Spurgeon, on behalf of Antamex and Charles Robinson, on behalf of Solar Seal Architectural LLC, back-dated the Antamex Equipment Lease, and then re-wrote it a number of times including as late as November of 2023. Additionally, there is email correspondence as late as February, 2023, between representatives of the Naverra Entities and representatives of Antamex and Antamex's external accountants, MNP, discussing the creation of a lease agreement in conjunction with the preparation of the FYE 2022 Antamex consolidated financial statements. The foregoing internal and MNP email correspondence is attached hereto as **Exhibit J**.

Secondly, the lease payment and interest accrual schedule appended to the Antamex Equipment Lease reflects a first payment date of June 1, 2023, and interest beginning to accrue only as of that date, which would be wholly inconsistent with a December 1, 2022 lease (which contains no deferral terms).

Further the Norwich Equipment Lease equipment schedule includes entries including "Labour Hours for Design Plans - \$95,540", "Project Management, On-Site Supervision, Site Services - \$58,450", Demolition, Excavation, Backfilling, Trench Drain, Modifications - \$131,429, various entries relating to

labour for compressor installation, inspection and startup, and a \$52,064 “Misc” entry, none of which appear on their face to be consistent with an equipment schedule appended to an equipment lease.

As is also patently clear from the facts recited above and in the exhibits to this letter, given that as of December 1, 2022 (or February or November of 2023, as the case may be), all of the Norwich Equipment was already owned by the Naverra Entities (and subject to a variety of vendor claims and liens), there is ZERO evidence (credible or otherwise) of a sale of the Norwich Equipment from any of the Naverra Entities, or any of the vendors identified above, to Antamex.

Because two closely held corporate affiliates agree to the fiction of a back dated lease agreement between them does not legally or magically vest Antamex with ownership of the Norwich Equipment. Moreover, even if the Antamex Equipment Lease were properly executed (notably after most of the Norwich Equipment was already purchased by the Naverra Entities), we have seen no evidence that the Naverra Entities actually ever made any lease payments to Antamex, providing further grounds that the document and arrangement set out therein was not *bona fide*.

If there were a bona fide true lease agreement between Antamex and Naverra, then it is also likely that the UCC-1 financing statement would have been filed in or about December, 2022, at the time of the purported execution of same. That did not happen. Instead, the first time Antamex filed a UCC-1 lien on the Norwich Equipment in the Connecticut Secretary of State's Office was on July 11, 2023, the day before the hearing on Glaston's District Court application for prejudgment remedy against Naverra referenced above. It appears that Antamex and Naverra were attempting to frustrate, hinder, or delay the rights of Glaston, by whatever means necessary, legitimate or otherwise. Any Court reviewing this matter would deem the Antamex Equipment Lease and UCC-1 as a sham and conclude that Glaston's rights in the Glaston Equipment are superior.

Finally, it should be noted that Ryan Spurgeon's representation to Adam Smith of Export Development Canada on or about January 16, 2024, that they have “always treated the equipment as owned by Antamex” is far from an unequivocal statement of legal ownership, and is entirely refuted by the contemporaneous third party documentary evidence set forth above. “Treated as” expressly admits that it is not in fact or at law owned by Antamex. Mr. Spurgeon and Mr D'Cunha explicitly and on more than one occasion asked Glaston to issue new invoices to Solar Seal Architectural as the buyer of the Glaston equipment in place of Solar Seal. Antamex was never mentioned. Nevertheless, Mr. Spurgeon conveniently states in his January, 2024 email to EDC, “[t]he fact that various purchase orders are addressed to Solar Seal is regrettable but is nothing more than a typographical error.” This quoted statement is presented in the EDC affidavit as evidence in support of the Receivership in a patently misleading manner, given EDC's actual knowledge demonstrated above.

Norwich 40's Ownership of the Norwich Equipment

Following default by Naverra under the Norwich Premises Lease and the appropriate noticing and procedures taken by the Norwich Landlord under applicable Connecticut law, the Norwich Equipment became the property of the Norwich Landlord by virtue of: (i) that certain summary process action titled *Norwich 40 TGCI LLC v. Solar Seal Architectural, LLC* filed in the Connecticut Superior Court at Docket No. KNO-CV23-6109091-S (the “**Summary Process Action**”); and (ii) EDC's relinquishment of any contractual rights to the Norwich Equipment as set forth in that certain “Landlord's Agreement” by and between Norwich 40, EDC and Solar Seal Architectural DE dated December 17, 2021 (the “**Collateral Access Agreement**”) and the Notices of Lease Termination from Norwich 40 delivered to EDC dated November 10, 2023 and January 11, 2024 as further described below.

Pursuant to the Collateral Access Agreement, among EDC, Solar Seal Architectural and the Norwich Landlord, EDC agreed, *inter alia*, that (i) if the Norwich Landlord notifies EDC by at least 30 days' prior notice of the date by which the Lease is set to expire or be terminated, that EDC's right of access and use of the Norwich Property will not extend for more than 30 days following such date (i.e., an aggregate of 60 days' notice); and (ii) any item of EDC's Collateral that remains at the Norwich Premises following the date on which EDC no longer has a right to access (i.e., after 60 days) and use of the Norwich Property, shall be deemed to have been abandoned by EDC, and EDC shall have no further interest therein. It should be noted that Jeremy Ozen signed the Collateral Access Agreement on behalf of Solar Seal Architectural as Debtor. Antamex was neither a party nor signatory to that agreement. The fact that Antamex was not a party to this agreement between EDC and the Norwich Landlord is clear and further evidence that EDC (and Antamex) was aware that the Collateral described in the Collateral Access Agreement is the property of Solar Seal Architectural and not Antamex.

On June 30, 2023, the Norwich Landlord commenced the Summary Process Action following Naverra's failure to pay rent. On November 9, 2023, a Summary Process/Eviction Judgment for Possession was granted by the Connecticut Superior Court in favor of the Norwich Landlord and against Naverra. Attached as **Exhibit K** is a copy of the Notice of Judgment and the Court's Memorandum of Decision. On November 10, 2023, the Norwich Landlord gave the prescribed written notice to EDC, pursuant to the Collateral Access Agreement, of the Judgment against Naverra, thereby triggering EDC's sixty day window under the Collateral Access Agreement to remove the Norwich Equipment from the Norwich Premises or be deemed to have been abandoned by EDC and EDC shall have no further interest therein.

On January 3, 2024, the Connecticut State Court issued a Summary Process Execution for Possession (the "**Execution**") in favor of the Norwich Landlord with respect to the Norwich Equipment. As set forth in the Execution and in accordance with Connecticut state law, Naverra had until January 5, 2024 at 3:20 p.m. (the "**Move Out Date**") to move out of the Norwich Premises. The Execution further provides in relevant part:

[i]f you do not move out by that date, this paper gives your landlord the legal right to inventory your possessions and personal effects and to store them in the premises or to remove them and store them elsewhere. If you do not claim your possessions and personal effects and pay the removal and storage costs within 15 days after your "move out" date listed above, your possessions and personal effects will be forfeited to the landlord on this date: January 21, 2024 at 3:20 p.m.

The Execution was served on Naverra on January 4, 2024 as evidenced by the Notice of Marshal's Return of Summary Process Execution attached hereto as **Exhibit L**. Notwithstanding notice of the Execution, Naverra did not remove any of the Norwich Equipment on or before January 21, 2024. Pursuant to Connecticut state law (Conn. Gen. Stat. §47a-42a), Naverra lost any and all rights in the Norwich Equipment as of January 22, 2024.

Not only did the Naverra Entities forfeit all right, title and interest to the Norwich Equipment, but so did EDC (I note that EDC never had a security agreement with Solar Seal Architectural). By second notice letter dated January 11, 2024, the Norwich Landlord again gave EDC formal written notice of the Norwich Premises Lease termination and notice that Naverra was no longer in possession of the Norwich Premises. The Norwich Landlord further notified EDC to make arrangements to remove the Collateral in accordance with the Collateral Access Agreement. A copy of the January 11, 2024 notice can be found as Exhibit DD to Mr. Smith's February 21 Affidavit. Notwithstanding such notice, EDC did not remove any Collateral from the Norwich Premises pursuant to the Collateral Access Agreement, thereby surrendering its rights to the Collateral in accordance with the Collateral Access Agreement.

Based on the foregoing, it is clear that both the Naverra Entities and EDC have lost and forfeited all rights (and Antamex, and thus the Receiver, never had any) in the Norwich Equipment in favor of the Norwich Landlord (and its successor-in-interest as described below) under Connecticut state law and the Collateral Access Agreement.

NEF and GEN's Acquisition of the Norwich Equipment

Subsequent to acquiring title to the Norwich Equipment, the Norwich Landlord entered into agreements with GEN pursuant to which the Norwich Landlord leased the Norwich Premises to GEN and conveyed, by bill of sale, all of its right, title and interest in the Norwich Equipment to GEN. Additionally, in or about March, 2024, Glaston assigned all of its right, title and interest, including its UCC liens rights over the Glaston Equipment to NEF.

The MNP Prepared Antamex Group Financial Statements

We attach as **Exhibit M**, copies of the Antamex Group Consolidated Financial Statements for the year ends December 31, 2021 and December 31, 2022 (the "**Financial Statements**") prepared by Antamex's external accountants, MNP LLP. The Antamex Group does not include any Naverra Entities. We direct your attention to the line items "Property, Plant and Equipment" ("**PPE**") for the fiscal year ends 2020 (referenced in the 2021 statement), 2021 and 2022. The book value of the Antamex Group PPE is reported by MNP as follows: December 31, 2020: \$10,943,884, December 31, 2021: \$10,488,528, and December 31, 2022: \$9,809,806. A year over year reduction. It is self evident that had Antamex purchased \$10 million+ of Norwich Equipment between 2020 and January 1, 2023, the value of Antamex's PPE would have correspondingly increased by \$10 million and been reported by Antamex management and MNP. It clearly did not.

In light of the above summary, should these issues be litigated, we believe a court in Canada or the United States will conclude that Antamex's US Property does not include the Norwich Equipment. The Receiver has no legal basis to assert any ownership interest in, or claim to the Norwich Equipment which is now the property of GEN, and is knowingly interfering with Glass Enterprises' use of its own property in the face of an irrefutable contemporaneous documentary and communication record.

Nothing herein shall be deemed or construed to be a waiver of any other argument not specifically set forth herein, nor deemed or construed to be a waiver of any rights, remedies, or recourses available to GEN and NEF.

Please contact (or have Mr. Reynolds of the Receiver contact) GEN's corporate counsel, Andrew Miller, Esquire to discuss prompt resolution.



Sincerely,
DLA Piper (Canada) LLP
Per:

A handwritten signature in blue ink, appearing to read 'EL', with a long horizontal flourish extending to the right.

Edmond Lamek

EL:tyw

Cc: Joshua Burg, Glass Enterprises
Andrew Miller, Andrew L. Miller & Associates, PC
Kristin Mayhew, Pullman & Comley, LLC
Stuart Brown, DLA Piper LLP

APPENDIX “F”



Blake, Cassels & Graydon LLP
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Linc Rogers

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October 4, 2024

VIA E-MAIL

DLA Piper
Attention: Edmond Lamek
edmond.lamek@dlapiper.com

Seyfarth-Shaw LLP
Attention: James Sullivan
jmsullivan@seyfarth.com

Gardiner Roberts LLP
Attention: Chris Besant
cbesant@grllp.com

RE: Norwich Equipment

Re: Receivership of Antamex Industries ULC (“Antamex”)

Dear Mr. Lamek, Mr. Sullivan and Mr. Besant:

As you are aware, we are counsel to Deloitte Restructuring Inc. in its capacity as receiver (in such capacity, the “**Receiver**”) without security, of all of the present and future assets, undertakings and real and personal property of Antamex acquired for, or used in relation to, a business carried on by Antamex, including all proceeds thereof (collectively, the “**Property**”). Deloitte was appointed as Receiver pursuant to an order dated March 5, 2024, as amended and restated on March 13, 2024 (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”).

We write further to your letter dated May 6, 2024 (the “**May 6 Letter**”). Capitalized terms not otherwise defined herein have the meanings given to them in the May 6 Letter.

Having completed its investigation and review of applicable law, the Receiver has concluded that the Norwich Landlord and/or GEN on behalf of the Norwich Landlord have a duty to account to Antamex’s estate for the significant net value derived from the Norwich Equipment. Any other outcome would be unfair, unsupportable and contrary to applicable law.

The Receiver appreciates GEN’s efforts in bringing the matters raised in the May 6 Letter to the Receiver’s attention. The Receiver can also confirm that it has independently and objectively considered the various arguments and positions proffered in the May 6 Letter. The Receiver, however, does not consider it necessary to respond to each assertion raised in the May 6 Letter individually. Any election not to respond to any particular position should not be taken as the Receiver concurring with any such position.



i. Antamex's Interest in the Norwich Equipment

In the May 6 Letter, GEN takes the position that Antamex has no interest whatsoever in the Norwich Equipment. This assertion is, in large part, based upon several purchase orders issued by Solar Seal or Solar Seal Architectural, rather than Antamex.¹ In considering the ownership of the Norwich Equipment, the Receiver has, among other things, reviewed a broad cross-section of evidence, including the evidence referenced in the May 6 Letter. The Receiver has also communicated with Antamex's former management, and with EDC.

The Receiver is of the view that GEN has raised fair and reasonable concerns regarding Antamex's ownership of the Norwich Equipment. The Receiver has fully considered these concerns. The Receiver has, nevertheless, concluded that Antamex has an incontrovertible interest in the Norwich Equipment, whether derived from its ownership of the Norwich Equipment or from its status as a registered secured creditor of Naverra, the only other possible owner of the Norwich Equipment.

(a) Antamex's Ownership Interest

The Receiver is of the view that, notwithstanding the identity of the purchaser set out on the purchase orders in respect of the Norwich Equipment, there is considerable evidence that Antamex was the intended owner of the Norwich Equipment. The Credit Agreement dated November 5, 2021 between Antamex, Solar Seal Architectural and EDC (the "**Credit Agreement**") in respect of the loan advanced by EDC (the "**EDC Loan**") to finance the purchase of the Norwich Equipment explicitly references that the purpose of the loan provided for thereunder is the purchase of glass production equipment by Antamex. A copy of the Credit Agreement is attached hereto as **Exhibit "A"**. This clause reflects the understanding of the intended ownership of the Glass Production Equipment as between EDC, Antamex and Solar Seal LLC. Consistent with the Credit Agreement, the Antamex Equipment Lease references that Antamex is the owner of the glass production equipment. Contrary to the assertion in the May 6 Letter that "two closely held corporate affiliates agree[d] to the fiction of a back dated lease agreement", the Receiver understands that the Antamex Lease Agreement dated December 1, 2022 was executed in February 2023 to properly evidence the intended structure of the EDC Loan already contemplated in the Credit Agreement.

(b) Antamex's Security Interest

Even if the Receiver were to accept that Antamex is not the owner of the Norwich Equipment, the only other conclusion that could be drawn from the evidence put forth by GEN is that Naverra was the intended owner of the Norwich Equipment.

In accordance with UCC §1-203, the Antamex Equipment Lease evidences a transaction that created a security interest. It is undisputed that Antamex financed the purchase of the Norwich Equipment by using

¹ As set out in the May 6 Letter, Solar Seal was the lessor of a Massachusetts Facility. Daniel Ozen is the managing member of Solar Seal. On September 24, 2021, Solar Seal Architectural LLC was organized in the State of Delaware. In August 2022, all of Solar Seal's assets were moved to the Norwich Premises. On October 21, 2022, Solar Seal Architectural changed its name to Naverra, LLC.

the EDC Loan. It is also undisputed that Naverra had rights in the collateral, whether such rights are derived from ownership, as GEN suggests, or from its interest as lessor, as suggested by Antamex. It is likewise undisputed that Antamex registered a security interest against the Norwich Equipment on July 11, 2023. In the May 6 Letter it is asserted that the security registration made in July 2023 constituted an attempt to “frustrate, hinder or delay the rights of Glaston”.² The Receiver has investigated this assertion. The Receiver is advised by its independent local counsel that the timing of the registration is irrelevant to the determination of whether the registration is valid. It is not improper for a party with a valid security interest, derived from the substantial value it advanced to finance the purchase of collateral, to register and preserve such interest in the face of a potential competing claim (if that was in fact the motivation).

The Receiver has considered whether there is any evidence that Antamex’s interest in the Norwich Equipment was abandoned or that either the Norwich Landlord or GEN acquired the Norwich Equipment free of security interests. As set out in the May 6 Letter, Connecticut state law provides for the forfeiture of a tenant’s possessions and personal effects to a landlord in the event that such possessions and personal effects are not claimed by the tenant within a prescribed timeline. Conn. Gen. Stat. §47a-42a on which GEN and the Norwich Landlord rely does not, however, provide for the extinguishment of (i) ownership interests of third parties, or (ii) secured interests in such possessions and personal effects. Accordingly, the Receiver understands that, even if Naverra is the owner of the Norwich Equipment, any interest acquired by the Norwich Landlord or, subsequently, GEN, was acquired subject to all security interests registered against the Norwich Equipment, including that of Antamex.

ii. EDC’s Interest in the Norwich Equipment

As set out above, the Receiver has considered a broad cross-section of evidence in evaluating the respective interests of Antamex, Naverra, GEN and EDC in and to the Norwich Equipment. Such evidence included the extensive correspondence between the Norwich Landlord and EDC in late 2023 and early 2024, summarized below. Having regard to the totality of circumstances, the Receiver does not agree that EDC’s interest in the Norwich Equipment was abandoned.

The Receiver has determined that EDC (i) expressly reserved its rights in and to the Norwich Equipment, (ii) remained in active negotiations and discussions with the Norwich Landlord regarding the sale of the Norwich Equipment on site until immediately prior to the appointment of the Receiver, and (iii) on notice to the Norwich Landlord, sought the appointment of the Receiver to preserve the status quo and continue such discussions, with a view to adequately addressing the interests of all parties.

In late 2023 and early 2024, EDC, Antamex and the Norwich Landlord were actively engaged in discussions regarding a mutually acceptable solution for the removal or sale of the Norwich Equipment. GEN, having attempted to purchase the Norwich Equipment in January 2024 was aware of the ongoing nature of these discussions.

On January 11, 2024, EDC received a letter from counsel to the Norwich Landlord (the “**January 11 Letter**”) wherein the Norwich Landlord provided EDC with notice that the Norwich Landlord had

² The Receiver notes that section 6.1(e) of the Security Agreement between Glaston and Naverra contains an acknowledgement by Glaston of EDC’s pre-existing security interest in the Norwich Equipment.



terminated the Norwich Lease and that Naverra no longer had any legal right to possession of the Norwich Premises. Under the Collateral Access Agreement, EDC thereafter had 30 days (i.e. until February 11, 2024) to remove the Norwich Collateral. A copy of the January 11 Letter is attached hereto as **Exhibit “B”**.

On or about February 1, 2024, EDC was informed that an attendance was scheduled for February 15, 2024 in the Summary Process Action before a Housing Mediator of the Connecticut Court. The Receiver understands based on the Affidavit of Adam Smith sworn February 21, 2024 (the “**Smith Affidavit**”) that EDC understood the Summary Process Action to be an active matter and that, notwithstanding the Norwich Landlord’s delivery of the January 11 Letter, Naverra’s eviction from the Norwich Premises was still actively under consideration.

Nevertheless, EDC responded to the January 11 Letter on February 8, 2024, before the expiry of the 30-day period by way of both a phone call with Jake Grossman, a principal of the Norwich Landlord, and a follow-up email (the “**February 8 EDC Email**”). A copy of such follow-up email is attached hereto as **Exhibit “C”**. As set out in the February 8 EDC Email, EDC proposed to the Norwich Landlord that the Norwich Equipment be openly marketed and sold pursuant to an agreement among the interested parties. In the February 8 EDC Email, EDC states:

Also, you will recall that your lawyers sent EDC a letter, dated January 11, 2024, demanding the removal of the equipment within 30 days (among other things). We want to make clear that EDC has worked, and continues to work, diligently with a view toward a mutually beneficial outcome for all interested parties. EDC has not and will not abandon its rights and interest in the equipment and reserves all such rights and interest. We trust that you will not attempt to engage in any “self-help” remedies or any form of moving or altering the equipment – including (but not limited to) entering into any purported sale or lease that may affect any of the equipment – until all interested parties have entered into a written agreement resolving the matter, or a court order has resolved the matter. [*emphasis added*]

Following the February 8 EDC Email, the Norwich Landlord made a further proposal to EDC regarding the removal of the Norwich Collateral in an email dated February 9, 2024 (the “**February 9 Email**”). A copy of the February 9 Email is attached hereto as **Exhibit “D”**. In the February 9 Email, the Norwich Landlord states that, “To the extent your email requests an extension of that 30-day period, your request is denied.” Notwithstanding this statement, the Norwich Landlord provided a deadline for response to its proposal of February 13, 2024, after expiry of the 30-day window. As reflected in Exhibit “D”, EDC replied to the February 9 Email by, again, reserving its rights.

On Monday, February 12, 2024, counsel to EDC wrote to counsel for the Norwich Landlord advising that he had only just received the February 9 Email and would be responding as soon as possible. A copy of such correspondence is attached hereto as **Exhibit “E”**. EDC’s response was delivered on February 13, 2024. A copy of EDC’s response is attached hereto as **Exhibit “F”**. In such response, EDC’s counsel set forth the multitude of interested parties in the Norwich Equipment and the need for a written agreement amongst all interested parties providing for a comprehensive, consensual resolution. EDC’s



counsel also put forth a proposal to market and sell the Norwich Equipment while paying rent to the Norwich Landlord to prevent any ongoing prejudice to the Norwich Landlord.

EDC did not receive a response from the Norwich Landlord. As you are aware, EDC thereafter began preparations to appoint a receiver over Antamex, the borrower on the EDC Loan and the party it understood to be the owner of the Norwich Equipment. EDC's application materials (the "**EDC Application**") in respect of the appointment of the Receiver were served on February 22, 2024, including on the Norwich Landlord. The Norwich Landlord was made aware by service of the EDC Application that EDC viewed the appointment of the Receiver and stay of proceedings as a means to maintain the status quo while discussions continued regarding the sale of the Norwich Equipment. Such view is set out at paragraph 66(a) of the Smith Affidavit.

Moreover, the Norwich Landlord, having appeared before the Canadian Court on February 27, 2024, was aware that the Canadian Court viewed the appointment of a Receiver a means to maintain the status quo. Canadian counsel to the Norwich Landlord, Mr. Besant, represented to the Canadian Court at the February 27, 2024 attendance that the Norwich Landlord would refrain from taking steps in respect of the Norwich Equipment. In His Honour's [endorsement](#) dated February 27, 2024, Justice Black specifically stated that he was "taking Mr. Besant at his word, that the Landlord is prepared, so long as it is included in the discussions, to refrain from taking precipitous steps relative to the EDC Collateral."

Consistent with His Honour's instructions, counsel to EDC reached out to Canadian counsel for the Norwich Landlord on February 28, 2024 to continue the discussion set out above which predated the EDC Application. Attached hereto as **Exhibit "G"** is a copy of such correspondence. On March 1, 2024, the Receiver, its counsel, counsel to EDC and counsel to the Norwich Landlord discussed next steps with respect to the Norwich Premises and Norwich Equipment on a conference call.

On March 4, 2024, counsel to the Norwich Landlord sent a letter to counsel for EDC (the "**March 4 Landlord Letter**") wherein the Norwich Landlord took the position that (i) EDC abandoned its right to remove the Norwich Equipment from the Norwich Premises, (ii) EDC abandoned its interest in the Norwich Equipment, and (iii) the Norwich Landlord is now the owner of the Norwich Equipment. The Norwich Landlord also disclosed that it intended to enter into a new lease, presumably with GEN, imminently. Attached hereto as **Exhibit "H"** is a copy of the March 4 Landlord Letter. A copy of the March 4 Landlord Letter was provided by EDC to the Canadian Court.

In His Honour's [endorsement](#) dated March 6, 2024, issued following the appointment of the Receiver in respect of the Norwich Equipment, Justice Black stated that "it is imperative for a receiver to be appointed immediately to address the circumstance with the Norwich Landlord and to attempt to achieve a consensual resolution of that dispute which protects EDC's interest in the EDC collateral." It is clear from this statement that, in the view of the Canadian Court, (i) notwithstanding the position of the Norwich Landlord in the March 5 Landlord Letter, EDC had an ongoing interest in the Norwich Equipment, and (ii) the Receiver was being appointed, in pertinent part, to preserve and protect EDC's interest in the Norwich Equipment and to further engage with the Norwich Landlord regarding a consensual resolution that properly accounted for the rights and interests of all relevant parties. Immediately following issuance of the Appointment Order, the Receiver arranged for a conference call with the Norwich Landlord to, again, discuss next steps with respect to the Norwich Equipment.



On March 12, 2024, the Norwich Landlord confirmed that it had leased the Norwich Premises to GEN and that GEN would provide access to the Receiver to the Norwich Equipment to inspect the Norwich Equipment. Such inspection occurred on March 13, 2024. On April 15, 2024, the Receiver wrote to the Norwich Landlord to memorialize its position that Antamex holds an interest in the Norwich Equipment and to reiterate the application of the stay of proceedings to the Norwich Equipment.

In the face of the Appointment Order, the clear statements of the Canadian Court and the Receiver's clearly articulated position regarding the Norwich Equipment, counsel to GEN disclosed to the United States Bankruptcy Court for the District of Delaware (the "**US Court**") on May 3, 2023 orally at the hearing for recognition of the Canadian receivership proceeding under chapter 15 of title 11 of the US Code its position that it had acquired title to the Norwich Equipment. The Receiver was not informed of this position prior to the hearing before the US Court.

The position taken by GEN in the May 6 Letter ignores the active and important efforts of EDC to engage with the Norwich Landlord on an ongoing basis and to address the interests of the Norwich Landlord in manner that would not be prejudicial. Instead, GEN has favoured an approach that, in the Receiver's view, is a means to an end of acquiring the Norwich Equipment (which it unsuccessfully attempted to acquire in January 2024). This approach ignores the expressed view of the Canadian Court regarding the importance of protecting EDC's interest in the Norwich Equipment in order to facilitate a consensual resolution.

iii. **Unjust Enrichment of Norwich Landlord and GEN**

As set out in detail above, in the Receiver's view, neither Antamex nor EDC abandoned its interest in the Norwich Equipment and, under Connecticut law, any interest acquired by either the Norwich Landlord or GEN in the Norwich Equipment would be subject to the preexisting interests of Antamex and EDC. The various claims to the Norwich Equipment have been fully disclosed to the Norwich Landlord, GEN, the Canadian Court and the US Court. It is understood and acknowledged by the Receiver and the Norwich Landlord that ownership of the Norwich Equipment and the various interests therein are disputed. It was open to the Norwich Landlord and GEN to engage with the Receiver following its appointment to arrive at a consensual resolution to the disputed interests. This was the clear expectation of the Canadian Court which was ignored. It was also open to the Norwich Landlord and GEN to seek the assistance of the Court to ensure that all interests were accounted for in any purported transfer of the Norwich Equipment to GEN. Instead, the Norwich Landlord and GEN chose to act unilaterally and in secret, without the knowledge of the Receiver.

As both the Norwich Landlord and GEN are aware, the Norwich Equipment has substantial value. The cost to Antamex to acquire the Norwich Equipment was, in total approximately USD \$8.35 million.

The Receiver understands, based on discussions with the Norwich Landlord in and around the time of its appointment, that the Norwich Landlord was owed only approximately USD \$500,000 by Naverra. The value of the Norwich Equipment exponentially exceeds any claim of the Norwich Landlord.

The Receiver notes that the Bill of Sale, attached hereto as **Exhibit "I"**, pursuant to which GEN purports to have acquired title to the Norwich Equipment, discloses no purchase price and, accordingly, it is not



apparent to the Receiver whether GEN, in fact, paid for the Norwich Equipment or was simply gifted it when it entered into the lease with the Norwich Landlord. The Receiver requested to review a copy of the lease between GEN and the Norwich Landlord but that request was denied.

Neither the Norwich Landlord nor GEN has addressed the interests of legitimate creditors with interests in the Norwich Equipment, including those of Antamex and EDC. Instead, GEN proposes that it be allowed to acquire the Norwich Equipment without having to answer for any of the valid, competing economic interests in the Norwich Equipment. The Receiver understands this is not the intended use of the Connecticut law on which GEN relies.

Ultimately, insolvency courts are courts of equity focused on pragmatic business solutions that fairly and equitably address the legitimate economic interests of affected parties. It is of the Receiver's considered view that an outcome that results in no recovery for Antamex and its stakeholders while resulting in a windfall for the Norwich Landlord and GEN, is untenable and contrary to the equitable principles on which Canadian and US insolvency law is built. The Receiver continues to consider any and all remedies it may have against GEN and the Norwich Landlord and reserves all of its rights, but, would prefer to reach a consensual solution that is fair and equitable to all parties consistent with principles of insolvency law.

The Receiver's continued accommodation to GEN in respect to its ongoing use of the Norwich Equipment is without prejudice to the Receiver's position. The Receiver hopes that, once you have had an opportunity to review its response to the May 6 Letter, a constructive dialogue may begin between the Receiver and GEN in an effort to arrive at a consensual, commercially reasonable resolution to these matters.

We look forward to working with you to resolve these matters in the near future.

Yours very truly,

Linc Rogers

Caitlin McIntyre, Blake, Cassels & Graydon LLP
Phil Reynolds, Deloitte Restructuring Inc.
Tina Moss/Paul Jasper, Perkins Coie LLP

APPENDIX “G”

SETTLEMENT AND MUTUAL RELEASE (THE “AGREEMENT”) ENTERED INTO BETWEEN:

DELOITTE RESTRUCTURING INC. (in its capacity as court-appointed receiver and manager of Antamex Industries ULC and not in its personal or corporate capacity)

(in such capacity, the “**Receiver**”)

and

EXPORT DEVELOPMENT CANADA

(“**EDC**”)

and

GLASS ENTERPRISES NORTHEAST, LLC

(“**GEN**”)

and

NORWICH EQUIPMENT FINANCE, LLC

(“**NEF**”)

and

NORWICH 40 TGCI, LLC

(“**Norwich Landlord**”)

(collectively the “**Parties**” or, individually, a “**Party**”)

- A. WHEREAS** the Receiver takes the position (which is disputed by GEN, NEF and the Norwich Landlord) that either (i) Antamex Industries ULC (“**Antamex**”) acquired certain equipment listed on **Schedule “A”** hereto (the “**Norwich Equipment**”) and leased the Norwich Equipment to its affiliate, Naverra Glass, LLC (including all former corporate names, which includes but is not limited to Solar Seal Architectural, LLC and Naverra, LLC, collectively, “**Naverra**”), or (ii) the acquisition of the Norwich Equipment by Antamex’s affiliate Naverra was financed by a loan from Antamex to Naverra, and Antamex holds a registered security interest in respect of such loan.
- B. WHEREAS** the Receiver takes the position (which is disputed by GEN, NEF and the Norwich Landlord) that the acquisition of the Norwich Equipment was financed by a loan made on a

secured basis by EDC to Antamex and EDC holds a registered security interest against Antamex in respect of the Norwich Equipment.

- C. **WHEREAS** GEN, NEF and the Norwich Landlord take the position (which is disputed by the Receiver and EDC) that Solar Seal Architectural, LLC was the purchaser of the Norwich Equipment.
- D. **WHEREAS** GEN, NEF and the Norwich Landlord take the position (which is disputed by the Receiver and EDC) that Antamex has no proprietary interest in the Norwich Equipment and that any purported lease of the Norwich Equipment by Naverra from Antamex is unenforceable.
- E. **WHEREAS** the Norwich Equipment was located at premises located at 40 Wisconsin Road, Norwich, Connecticut, USA (the “**Norwich Premises**”) which Norwich Premises were leased by Solar Seal Architectural, LLC (which subsequently changed its name to Naverra Glass, LLC) from the Norwich Landlord (the “**Norwich Lease**”).
- F. **WHEREAS** the Norwich Landlord, GEN and NEF take the position (which position is disputed by the Receiver and EDC) that, upon default under the Norwich Lease and after a Summary Process/Eviction Judgment for Possession was granted by the Connecticut Superior Court in favor of the Norwich Landlord and against Naverra in that certain eviction action pending in the Connecticut Superior Court, and after issuance by the Connecticut Superior Court of a Summary Process Execution for Possession and service on Naverra, Naverra lost any and all right, title and interest in the Norwich Equipment under Connecticut state law and the Norwich Landlord purported to sell the Norwich Equipment to NEF, an affiliate of GEN, the new tenant of the Norwich Premises.
- G. **WHEREAS** the Receiver and EDC take the position (which position is disputed by the Norwich Landlord, GEN and NEF) that the Summary Process Execution for Possession had no effect on any purported right, title or interest of Antamex or EDC in the Norwich Equipment.
- H. **WHEREAS** on March 5, 2025, Deloitte Restructuring Inc. was appointed as Receiver, without security, over the Norwich Equipment, and such appointment was extended to all of the present and future assets, undertakings and real and personal property of Antamex on March 13, 2025.
- I. **WHEREAS** on May 1, 2024, the Receiver filed a Chapter 15 Petition for Recognition of Foreign Proceeding in the United States Bankruptcy Court for the District of Delaware pursuant to Section 1504 of Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* and styled as *In re: Antamex Industries, ULC*, Chapter 15, Case No. 24-10934(JKS).
- J. **WHEREAS** the Receiver, on behalf of Antamex, sought payment from the Norwich Landlord and GEN for the disposition of the Norwich Equipment, and the Norwich Landlord, GEN and NEF dispute the Receiver’s position set out above and Antamex’s entitlement to the Norwich Equipment and such payment (the “**Dispute**”).
- K. **WHEREAS** the Parties have agreed to settle the Dispute in accordance with the terms and conditions set forth herein.

THE PARTIES HAVE AGREED AS FOLLOWS:

I. PREAMBLE

1. The preamble is true and correct and forms an integral part of this Agreement.

II. SETTLEMENT

2. As a complete and final settlement of the Dispute, including principal, interest, costs, legal fees, and taxes, GEN shall:
 - (a) Pay the total sum of USD \$750,000 to the Receiver by wire transfer pursuant to the wire instructions attached hereto as **Schedule “B”** or in accordance with such other instructions as the Receiver may provide in writing from time to time, in either case, in accordance with the following payment schedule:
 - (i) Commencing on July 1, 2025, and thereafter on the first business day of each month up to and including June 1, 2026, make twelve equal payments of USD \$31,250;
 - (ii) Commencing on July 1, 2026, and thereafter on the first business day of each month up to and including December 1, 2026, make six equal payments of USD \$62,500; and
 - (b) Concurrently with execution of this Agreement, GEN and NEF shall execute a general security agreement substantially in the form attached hereto as **Schedule “C”** (the **“Security Agreement”**) granting Antamex a security interest in all of GEN’s (the **“GEN Collateral”**) and NEF’s (the **“NEF Collateral”**), together with the GEN Collateral, the **“Collateral”**) present and after acquired property securing payment and performance of GEN’s and NEF’s obligations hereunder.
 - (c) Notwithstanding the date, manner or order of perfection of the security interests and liens granted to or acquired by NEF, the Norwich Landlord and Antamex, GEN, NEF and the Norwich Landlord hereby unconditionally and irrevocably defer, subordinate and postpone any existing and future security interests, liens and rights they may have or acquire in or to the Collateral to any existing and future security interests, liens and rights of Antamex and the Receiver in or to the Collateral. GEN, NEF and the Norwich Landlord agree that they will not rely on any existing *Uniform Commercial Code* (**“UCC”**) registrations (including that filed by the Norwich Landlord against GEN on March 8, 2024) or any future financing statements, registrations or any other recording (whether made under the UCC, any personal property security legislation or otherwise) to claim priority as against Antamex or the Receiver as it relates to the Security Agreement or as it relates to Antamex’s or the Receiver’s right to take possession of, deal with, sell, transfer or otherwise dispose of the Collateral. As between GEN, NEF, the Norwich Landlord and Antamex and the Receiver, Antamex and the Receiver shall have a senior and prior security interest in the Collateral and any security interest of GEN, NEF or the Norwich Landlord shall be a junior and subordinate security interest in the Collateral. Further, as between GEN, NEF, the Norwich Landlord and Antamex and the Receiver, the terms of this provision shall govern even if all or part of the

claims of Antamex or the Receiver in relation to this Agreement or the liens or security interests securing payment of obligations hereunder are avoided, disallowed, set aside or otherwise invalidated.

- (d) The Receiver, or any successor or designee thereof, shall have the sole right to take enforcement action against the Collateral and GEN, NEF and the Norwich Landlord shall not be entitled to take any enforcement action against the Collateral. In the event that GEN or the Norwich Landlord come into possession of the NEF Collateral, or NEF or the Norwich Landlord come into possession of the GEN Collateral for any reason, upon learning thereof, GEN, NEF and the Norwich Landlord (as applicable) shall promptly notify the Receiver and, on request of the Receiver, deliver such Collateral to the Receiver.
- (e) The Norwich Landlord hereby agrees that, until such time as all obligations hereunder have been satisfied in full, (i) the Norwich Landlord will not assert against the Collateral any statutory or possessory liens, including, without limitation, rights of levy or distraint for rent, all of which it hereby waives, (ii) none of the Collateral located at the Norwich Premises shall be deemed to be fixtures, (iii) it will notify the Receiver if GEN or NEF default on lease obligations to the Norwich Landlord, (iv) if, for any reason, whatsoever, the Norwich Landlord deems itself entitled to redeem or take possession of the Norwich Premises during the term the Norwich Premises are leased to GEN or intends to sell or otherwise transfer all or any part of its interest in the Norwich Premises, the Norwich Landlord will notify the Receiver 15 days before taking any such action, and (v) if GEN, NEF or the Norwich Landlord default on their obligations to Antamex, and as a result, the Receiver, on behalf of Antamex, enforces the security interest granted to it under the Security Agreement against Collateral located at the Norwich Premises, the Norwich Landlord will not hinder the Receiver's actions. The Receiver agrees to repair or remedy any damage to the Norwich Premises caused by removal of the Collateral by the Receiver or its representatives.

III. FULL AND FINAL MUTUAL RELEASES

- 3. Conditional and effective upon receipt by the Receiver of the first payment contemplated by section 2(a) hereof:
 - (a) the Receiver, for and on behalf of Antamex, grants GEN, NEF and the Norwich Landlord and each of their respective former, present, and future employees, officers, directors, shareholders, partners, employees, agents, attorneys, advisors, consultants, representatives, managers, equity holders, insurers, mandataries, parents, subsidiaries, affiliates, successors and assigns (collectively, the "**Released Parties**") a full, final, irrevocable and unconditional release and discharge from any claim, demand, obligation, loss, damage, debt, dues, accounts, bonds, contracts, complaints, duties, breaches of contract, breaches of duty or any relationship, acts, omissions, compensation, including direct, indirect or consequential damages, costs, losses, expenses, fees, claims for interest and disbursements, remedies for losses (actual or forecasted), claims of impairment, choses in action, entitlements, liabilities, right of indemnity and all other claims and rights (the "**Claims**"), whether or not known or anticipated, which Antamex had, has or may have against

GEN, NEF or the Norwich Landlord or their respective Released Parties prior to executing this Agreement in relation to the Dispute.

- (b) EDC grants GEN, NEF and the Norwich Landlord and each of their respective Released Parties a full, final, irrevocable and unconditional release and discharge from any Claims, whether or not known or anticipated, which EDC had, has or may have against GEN, NEF or the Norwich Landlord or their respective Released Parties prior to executing this Agreement in relation to the Dispute.
- (c) Notwithstanding anything contained in this Agreement to the contrary, the Receiver and EDC hereby quitclaim and assign any and all rights they or Antamex have, have ever had or may have in the Norwich Equipment to NEF, without warranty other than that they have not made any prior assignment of any rights in the Norwich Equipment.
- (d) GEN grants the Receiver, Antamex and EDC and each of their respective Released Parties a full, final, irrevocable and unconditional release and discharge from any Claims, whether or not known or anticipated, which GEN had, has or may have against the Receiver, Antamex, EDC or their respective Released Parties prior to executing this Agreement in relation to the Dispute.
- (e) NEF grants the Receiver, Antamex and EDC and each of their respective Released Parties, a full, final, irrevocable and unconditional release and discharge from any Claims, whether or not known or anticipated, which GEN had, has or may have against the Receiver, Antamex, EDC or their respective Released Parties prior to executing this Agreement in relation to the Dispute.
- (f) The Norwich Landlord grants the Receiver, Antamex and EDC and each of their respective Released Parties a full, final, irrevocable and unconditional release and discharge from any Claims, whether or not known or anticipated, which the Norwich Landlord had, has or may have against the Receiver, Antamex, EDC or their respective Released Parties prior to executing this Agreement in relation to the Dispute.

(collectively, the “**Releases**”).

For the avoidance of doubt, the foregoing Releases expressly do not release any Claims by any Party against Jeremy Ozen, Daniel Ozen, Michael Ozen, O3 Industries, LLC, Solar Seal, LLC, Solar Seal Architectural, LLC, Naverra Glass, LLC, Naverra, LLC or any other corporate entity owned and/or controlled by Jeremy Ozen, Daniel Ozen or Michael Ozen, other than Antamex.

- 4. It is further understood and agreed that in the event that any Party or any of the Released Parties should, after the effective date of the Releases, commence any proceedings involving any Claims relating to the matters dealt with in this Release against any other Party or any of the Released Parties, then this Release may be raised as an estoppel to any such claim or proceeding.
- 5. For greater certainty, the Releases shall not be construed to release any Party from its obligations under this Agreement. The Parties herein do not release one another, and

specifically reserve, all rights, privileges, claims, defenses, all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, guaranties, endorsements, promises, damages, judgments, executions, demands and defenses whatsoever, in law or in equity, arising from or relating to the enforcement of the within Settlement and Mutual Release Agreement, including any payments required to be made in accordance herewith.

IV. CONFIDENTIALITY

6. The Parties agree that the terms and conditions of this Agreement shall be, and shall remain, confidential, provided that this Agreement may be disclosed (a) as required by law or court order, including as required by the Receiver in fulfilling its duties and obligations as Receiver of Antamex; (b) as required by the Receiver in connection with obtaining the approval of the Court supervising the receivership of Antamex; (c) as required by the counsel, accountants, auditors, and lenders of the Parties; (d) as required in any proceeding where the existence or terms of this Agreement are at issue; or (e) as agreed, in writing, by the Parties to this Agreement.
7. The Parties agree that, if the Receiver is required to disclose the specific terms and conditions of this Agreement within any pleading or other document filed in a public court record in any court proceeding, including Antamex's receivership proceeding, it shall provide GEN, NEF and the Norwich Landlord with reasonable notice of any proposed disclosure and the Parties shall work cooperatively and use their best efforts to obtain a sealing order. For greater certainty, nothing herein shall be construed as requiring the Receiver to seek or secure the consent or approval of GEN or the Norwich Landlord prior to complying with the Receiver's disclosure obligations as required by law or court order.

V. REPRESENTATIONS

8. NEF hereby represents, warrants and agrees that it is the corporate entity that purports to have acquired the Norwich Equipment from the Norwich Landlord.
9. Each Party hereby represents, warrants and agrees that:
 - (a) This Agreement provides all Parties with good and valuable consideration, the sufficiency of which is also acknowledged;
 - (b) It has had the benefit of legal counsel regarding the terms and provisions of this Agreement, and its execution; and
 - (c) The persons executing this Agreement are authorized and have the capacity to sign for and bind the respective Party for whom they sign.

VI. NOTICES

10. Communications to the respective parties pursuant to the terms and conditions of this Agreement shall be sent to the following addresses:

If to the Receiver:

Deloitte Restructuring Inc.
8 Adelaide St. W, Suite 300

Toronto, ON
M5H 0A9

Attention: Phil Reynolds
Email : philreynolds@deloitte.ca

With a copy to :

Blake, Cassels & Graydon LLP
199 Bay St, Suite 4000
Toronto, Ontario
M5L 1A9

Attention: Linc Rogers / Caitlin McIntyre
Email : linc.rogers@blakes.com /
caitlin.mcintyre@blakes.com

If to EDC:

Export Development Canada
155 Wellington St. W.
Suite 3400, Toronto, ON
M5V 3H1

Attention: Adam Smith
Email: adsmith@edc.ca

With a copy to:

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, ON
M5H 2T6

Attention: Mitch Stephenson
Email: mstephenson@fasken.com

If to GEN / NEF:

Joshua Burg
2277 New York Avenue
Bensalem, PA
Email: jbura@geiglass.com

With a copy to:
Pullman & Comley, LLC
850 Main Street
Bridgeport, CT 06601

Attention: Kristin B. Mayhew, Esq.
Email: kmayhew@pullcom.com

AND

Andrew L. Miller & Associates, P.C.
15 St. Asaphs Road
Bala Cynwyd, PA 19006

Attention: Andrew L. Miller, Esq.
Email: amiller@amillerlaw.com

AND

DLA Piper, LLP
1201 North Market Street
Suite 2100
Wilmington, DE 19801

Attention: Stuart Brown, Esq.
Email: stuart.brown@us.dlapiper.com

AND

DLA Piper (Canada) LLP
Suite 6000, 1 First Canadian Place
P.O. Box 367, 100 King St. W
Toronto, ON M5X 1E2

Attention: Edmond Lamek, Esq.
Email: edmond.lamek@dlapiper.com

If to the Norwich Landlord: Seyfarth Shaw LLP
620 Eighth Avenue
New York, New York 10018

Attention: James Sullivan, Esq.
jmsullivan@seyfarth.com

VII. MISCELLANEOUS

11. This Agreement represents the entire agreement between the Parties with respect to the matters referred to herein, and supersedes all prior agreements, negotiations, or statements, and shall not be modified or affected by any offer, proposal, statement, or representation, either oral or written, heretofore made by or for any Party in connection with the negotiation of the terms hereof.

12. This Agreement may not be modified or amended except in writing executed by all of the Parties.
13. Each Party is responsible for any and all costs and expenses (including without limitation attorneys' fees) that it has incurred in connection with the negotiation and drafting of this Agreement, and no Party has any responsibility, liability, or obligation with respect to any such costs and expenses incurred by any other Party.
14. The Parties expressly agree and understand that this Agreement binds and enures to the benefit of each Party, and to that of any entity resulting from an amalgamation of a Party, any entity related or affiliated to a Party, as well as to the benefit of their respective officers, directors, shareholders, partners, mandataries, employees, lawyers, experts, insurers, assignees, assignors, successors, and predecessors in title, acquirers, agents and representatives, whether past, present or future.
15. It is acknowledged by GEN, NEF, the Norwich Landlord and EDC that Deloitte Restructuring Inc. is entering into this Agreement solely in its capacity as the Receiver and that Deloitte Restructuring Inc. shall have absolutely no personal or corporate liability under or as a result of this Agreement in any respect.

VIII. GOVERNING LAW

16. This Agreement is and shall be governed by and construed in accordance with the laws of the Province of Ontario .
17. The Parties expressly agree that any action brought to enforce the terms of this Agreement shall be brought in the Ontario Superior Court of Justice (Commercial List). The Parties acknowledge and agree that the Ontario Superior Court of Justice (Commercial List) has exclusive jurisdiction over any disputes or litigation arising under or relating to this Agreement. Each of the Parties to this Agreement hereby expressly submits to the jurisdiction of the Ontario Superior Court of Justice (Commercial List), for the purpose of any such litigation as set forth above and agrees to be bound by any judgment rendered thereby in connection with such litigation.

IX. EXECUTION IN COUNTERPARTS

18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, email (PDF) or DocuSign. Such execution and delivery shall be legal and binding as if the facsimile copy, the email or DocuSign document contained the original signature of the signing Parties.

(Signature page follows on the next page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DELOITTE RESTRUCTURING INC. in its capacity as Receiver of Antamex Industries ULC and not in its personal or corporate capacity.

Executed in _____, Canada by:

Name:
Title:

Date: June _____, 2025

EXPORT DEVELOPMENT CANADA

Executed in _____, Canada by:

Name:
Title:

Date: June _____, 2025

GLASS ENTERPRISES NORTHEAST, LLC

Executed in _____ by:

Name:
Title:

Date: June _____, 2025

NORWICH 40 TGCI, LLC

Executed in _____ by:

Name:

Title:

Date: June _____, 2025

NORWICH EQUIPMENT FINANCE, LLC

Executed in _____ by:

Name:

Title:

Date: May _____, 2025

SCHEDULE A – NORWICH EQUIPMENT

SCHEDULE B – WIRE INSTRUCTIONS

SCHEDULE C – FORM OF GENERAL SECURITY AGREEMENT

APPENDIX “H”



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Oncorp - Blake, Cassels & Graydon LLP
Reference : nab
Docket : 00038358000106
Search ID : 1010277
Date Processed : 1/20/2025 3:00:06 PM
Report Type : PPSA Electronic Response
Search Conducted on : Antamex Industries ULC
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

RESPONSE CONTAINS: APPROXIMATELY 23 FAMILIES and 37 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 23 ENQUIRY PAGE : 1 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 501941637 EXPIRY DATE : 15JAN 2034 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20240115 1328 9234 1938 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 03 INDUSTRIES LLC
 09 ADDRESS : 3 COLUMBUS CIRCLE, SUITE 1420
 CITY : NEW YORK PROV: NY POSTAL CODE: 10019
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: STIKEMAN ELLIOTT LLP (BL)

17 ADDRESS : 5300 COMMERCE COURT WEST, 199 BAY STREET

CITY : TORONTO PROV: ON POSTAL CODE: M5L 1B9

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 23 ENQUIRY PAGE : 2 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 502990704 EXPIRY DATE : 26FEB 2029 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20240226 1729 1590 2178 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME: ANTAMEX U.S. LLC
 OCN :
 07 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1

08 SECURED PARTY/LIEN CLAIMANT :
 AVIVA INSURANCE COMPANY OF CANADA
 09 ADDRESS : 10 AVIVA WAY, SUITE 100
 CITY : TORONTO PROV: ON POSTAL CODE: L6G 0G1
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: BORDEN LADNER GERVAIS LLP (D. BAMBROUGH)

17 ADDRESS : 22 ADELAIDE STREET WEST

CITY : TORONTO PROV: ON POSTAL CODE: M5H 4E3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 23 ENQUIRY PAGE : 3 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

FILE NUMBER 502990704

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 3 MV SCHED: 20240423 0943 1590 9559

21 REFERENCE FILE NUMBER : 502990704

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ANTAMEX INDUSTRIES ULC

25 OTHER CHANGE:

26 REASON: TO ADD ADDITIONAL DEBTOR NAME

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: 256 VICTORIA STREET WEST ULC

OCN:

04/07 ADDRESS: 3 COLUMBUS CIRCLE, SUITE 1420

CITY: NEW YORK PROV: NY POSTAL CODE: 10019

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

10

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15

16 NAME : BORDEN LADNER GERVAIS LLP (M. BORGO)

17 ADDRESS : 22 ADELAIDE STREET WEST

CITY : TORONTO PROV : ON POSTAL CODE : M5H 4E3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 23 ENQUIRY PAGE : 4 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

FILE NUMBER 502990704

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 002 OF 3 MV SCHED: 20240423 0943 1590 9559

21 REFERENCE FILE NUMBER : 502990704

22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: ANTAMEX INDUSTRIES INC.

OCN:

04/07 ADDRESS: 8 THE GREEN, SUITE A

CITY: DOVER PROV: DE POSTAL CODE: 19901

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME :

17 ADDRESS :

CITY : PROV : POSTAL CODE :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 23 ENQUIRY PAGE : 5 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

FILE NUMBER 502990704

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 003 OF 3 MV SCHED: 20240423 0943 1590 9559

21 REFERENCE FILE NUMBER : 502990704

22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: ANTAMEX INDUSTRIES FIN LLC

OCN:

04/07 ADDRESS: 210 GREAT GULF DRIVE

CITY: CONCORD PROV: ON POSTAL CODE: L4K 5W1

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME :

17 ADDRESS :

CITY : PROV : POSTAL CODE :

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 23 ENQUIRY PAGE : 6 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 503017722 EXPIRY DATE : 27FEB 2029 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20240227 1059 1590 2220 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME: ANTAMEX U.S. LLC
 OCN :
 07 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1

08 SECURED PARTY/LIEN CLAIMANT :
 NATIONWIDE MUTUAL INSURANCE COMPANY
 09 ADDRESS : PO BOX 182068
 CITY : COLUMBUS PROV: OH POSTAL CODE: 43218
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: BORDEN LADNER GERVAIS LLP (D. BAMBROUGH)

17 ADDRESS : 22 ADELAIDE STREET WEST

CITY : TORONTO PROV: ON POSTAL CODE: M5H 4E3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 23 ENQUIRY PAGE : 7 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

FILE NUMBER 503017722

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 3 MV SCHED: 20240423 0942 1590 9558

21 REFERENCE FILE NUMBER : 503017722

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ANTAMEX INDUSTRIES ULC

25 OTHER CHANGE:

26 REASON: TO ADD ADDITIONAL DEBTOR NAME

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: 256 VICTORIA STREET WEST ULC

OCN:

04/07 ADDRESS: 3 COLUMBUS CIRCLE, SUITE 1420

CITY: NEW YORK PROV: NY POSTAL CODE: 10019

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : BORDEN LADNER GERVAIS LLP (M. BORGO)

17 ADDRESS : 22 ADELAIDE STREET WEST

CITY : TORONTO PROV : ON POSTAL CODE : M5H 4E3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 23 ENQUIRY PAGE : 8 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

FILE NUMBER 503017722

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 002 OF 3 MV SCHED: 20240423 0942 1590 9558

21 REFERENCE FILE NUMBER : 503017722

22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: ANTAMEX INDUSTRIES INC.

OCN:

04/07 ADDRESS: 8 THE GREEN, SUITE A

CITY: DOVER PROV: DE POSTAL CODE: 19901

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME :

17 ADDRESS :

CITY : PROV : POSTAL CODE :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 23 ENQUIRY PAGE : 9 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

FILE NUMBER 503017722

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 003 OF 3 MV SCHED: 20240423 0942 1590 9558

21 REFERENCE FILE NUMBER : 503017722

22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: ANTAMEX INDUSTRIES FIN LLC

OCN:

04/07 ADDRESS: 210 GREAT GULF DRIVE

CITY: CONCORD PROV: ON POSTAL CODE: L4K 5W1

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME :

17 ADDRESS :

CITY : PROV : POSTAL CODE :

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 23 ENQUIRY PAGE : 10 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 503408637 EXPIRY DATE : 11MAR 2029 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20240311 1847 1590 4170 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 550 BURNARD STREET, SUITE 2300, BENTALL
 CITY : VANCOUVER PROV: BC POSTAL CODE: V6C 2B5
 05 IND DOB : IND NAME:
 06 BUS NAME: 256 VICTORIA STREET WEST ULC
 OCN :
 07 ADDRESS : 550 BURNARD STREET, SUITE 2300, BENTALL
 CITY : VANCOUVER PROV: BC POSTAL CODE: V6C 2B5

08 SECURED PARTY/LIEN CLAIMANT :
 EULER HERMES NORTH AMERICA INSURANCE COMPANY, SURETY DEPARTMENT
 09 ADDRESS : 4 ROBERT SPECK PARKWAY, SUITE 1000
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1S1
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: BORDEN LADNER GERVAIS LLP (A. PUNZO)

17 ADDRESS : 22 ADELAIDE STREET WEST, SUITE 3400

CITY : TORONTO PROV: ON POSTAL CODE: M5H 4E3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 23 ENQUIRY PAGE : 11 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 503408637 EXPIRY DATE : 11MAR 2029 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20240311 1847 1590 4170 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS : 5
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS : 5
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 23 ENQUIRY PAGE : 12 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 503408637 EXPIRY DATE : 11MAR 2029 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20240311 1847 1590 4170 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES INC.
 OCN :
 04 ADDRESS : 550 BURRARD STREET, SUITE 2300, BENTALL
 CITY : VANCOUVER PROV: BC POSTAL CODE: V6C 2B5
 05 IND DOB : IND NAME:
 06 BUS NAME: ANTAMEX U.S. LLC
 OCN :
 07 ADDRESS : 550 BURRARD STREET, SUITE 2300, BENTALL
 CITY : VANCOUVER PROV: BC POSTAL CODE: V6C 2B5

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
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 12
 GENERAL COLLATERAL DESCRIPTION
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 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 23 ENQUIRY PAGE : 13 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 503408637 EXPIRY DATE : 11MAR 2029 STATUS :
 01 CAUTION FILING : PAGE : 004 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20240311 1847 1590 4170 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS : 5
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS : 5
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 23 ENQUIRY PAGE : 14 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 503506233 EXPIRY DATE : 14MAR 2029 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20240314 1053 1590 4519 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X X
 YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 138130L-2

14

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 23 ENQUIRY PAGE : 15 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 764720235 EXPIRY DATE : 13AUG 2027 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20200813 1656 1187 3057 REG TYP: P PPSA REG PERIOD: 07
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 GREAT LAKES TRUCK LEASING AND SERVICE LTD
 09 ADDRESS : 1220 FRANKLIN BLVD.
 CITY : CAMBRIDGE PROV: ON POSTAL CODE: N1R 8B7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X
 YEAR MAKE MODEL V.I.N.
 11 2021 VOLVO VNR300 DAY CAB 4V4WC9EG7MN272943
 12

GENERAL COLLATERAL DESCRIPTION

13

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15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 23 ENQUIRY PAGE : 16 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 765485622 EXPIRY DATE : 04SEP 2026 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20200904 1653 6005 6360 REG TYP: P PPSA REG PERIOD: 06
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE S
 CITY : VAUGHAN PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 CWB NATIONAL LEASING INC.
 09 ADDRESS : 1525 BUFFALO PLACE (3019264)
 CITY : WINNIPEG PROV: MB POSTAL CODE: R3T 1L9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 ALL INDUSTRIAL EQUIPMENT-TRANSFORMER AND HEAD CUTTING OFF MACHINE OF
 14 EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3019264, BETWEEN
 15 THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME,
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 23 ENQUIRY PAGE : 17 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 765485622 EXPIRY DATE : 04SEP 2026 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20200904 1653 6005 6360 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND
 14 PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 23 ENQUIRY PAGE : 18 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 771367419 EXPIRY DATE : 08APR 2026 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20210408 1537 1862 5211 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT/LEASE NUMBER 114849-1

14

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST, 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 23 ENQUIRY PAGE : 19 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 774938754 EXPIRY DATE : 30JUL 2031 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20210730 0907 1590 8889 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 HSBC BANK CANADA
 09 ADDRESS : 4500 HIGHWAY 7, SUITE 200
 CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4L 4Y7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

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15

16 AGENT: DEVRY SMITH & FRANK LLP (CM)

17 ADDRESS : 100-95 BARBER GREENE RD.

CITY : TORONTO PROV: ON POSTAL CODE: M3C 3E9

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 23 ENQUIRY PAGE : 20 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 774938799 EXPIRY DATE : 30JUL 2031 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20210730 0907 1590 8890 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 HSBC BANK CANADA
 09 ADDRESS : 4500 HIGHWAY 7, SUITE 200
 CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4L 4Y7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: DEVRY SMITH & FRANK LLP (CM)

17 ADDRESS : 100-95 BARBER GREENE RD.

CITY : TORONTO PROV: ON POSTAL CODE: M3C 3E9

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 23 ENQUIRY PAGE : 21 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 778816611 EXPIRY DATE : 06DEC 2026 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20211206 1659 1590 7919 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 120147M-1

14

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST, 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 12 OF 23 ENQUIRY PAGE : 22 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 779054229 EXPIRY DATE : 15DEC 2031 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20211215 1222 1590 9605 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 EXPORT DEVELOPMENT CANADA
 09 ADDRESS : 150 SLATER STREET
 CITY : OTTAWA PROV: ON POSTAL CODE: K1A 1K3
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: NORTON ROSE FULBRIGHT CANADA LLP (SDK)

17 ADDRESS : 45 O'CONNOR STREET, SUITE 1500

CITY : OTTAWA PROV: ON POSTAL CODE: K1P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 13 OF 23 ENQUIRY PAGE : 23 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 779899041 EXPIRY DATE : 25JAN 2027 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20220125 1247 1590 4837 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 120147N-1

14 CONTRACT / LEASE NUMBER 120174L-1

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST, 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 14 OF 23 ENQUIRY PAGE : 24 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 781263423 EXPIRY DATE : 21MAR 2027 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20220321 1137 1590 3485 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 120174F-1

14

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST, 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 15 OF 23 ENQUIRY PAGE : 25 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 781960527 EXPIRY DATE : 12APR 2027 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20220412 1010 1590 7157 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 121845L-1

14

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST, 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 16 OF 23 ENQUIRY PAGE : 26 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 782788743 EXPIRY DATE : 09MAY 2027 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20220509 1110 1590 1474 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 121845L-1

14

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST, 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 17 OF 23 ENQUIRY PAGE : 27 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 789895521 EXPIRY DATE : 11JAN 2028 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20230111 1453 1590 6348 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 127374M-2

14 CONTRACT / LEASE NUMBER 127553L-2

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 18 OF 23 ENQUIRY PAGE : 28 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 790247511 EXPIRY DATE : 26JAN 2025 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED : X
 REG NUM : 20230126 0828 5064 8461 REG TYP: P PPSA REG PERIOD: 02
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 TIP FLEET SERVICES CANADA LTD.
 09 ADDRESS : 1880 BRITANNIA ROAD EAST
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1J3
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11 2001 STRICK VAN-STORAGE-53-TAN 1S12E95391S453065
 12 2007 MANAC VAN-CARTAGE-53-TAN 2M592161071110891
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT: ESC CORPORATE SERVICES LTD.
 17 ADDRESS : 445 KING STREET WEST, SUITE 400
 CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

FAMILY : 18 OF 23

ENQUIRY PAGE : 29 OF 37

00 REF: 790247511 01 PAGE: 002 OF 2 REG NUM: 20230126 0828 5064 8461
 YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)

41	2003	JC TRAILER	FLAT-53-TANDEM	2J9R7A1E93K001190
42	2003	JC TRAILER	FLAT-48-TANDEM	2J9R7A2E63K001047
43	2002	TRAILMOBILE	VAN-STORAGE-5	2MN01JAH121001641
44	2007	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH371001695
45	2005	WABASH	VAN-CARTAGE-53-TAN	1JJV532W55L937000
46	2006	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH661003374
47	2000	MANAC	VAN-STORAGE-53-TAN	2M592161XY7068423
48	1993	TRAILMOBILE	VAN-STORAGE-4	1PT01AAR4P9002369
49	2003	STOUGHTON	VAN-CARTAGE-53-	1DW1A53233S612014
50	1994	TRAILMOBILE	VAN-STORAGE-5	1PT02DAR6R9017120
51	1994	TRAILMOBILE	VAN-STORAGE-5	1PTG1JAR2R9012013
52	1998	STOUGHTON	VAN-STORAGE-53-	1DW1A5328WS221946
53	1999	STOUGHTON	VAN-STORAGE-53-	1DW1A5322XS261425
54	1999	MOND	VAN-STORAGE-53-TAN	2MN124145X3004344
55	2003	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH031005715
56	1997	MANAC	VAN-STORAGE-53-TAN	2M5921619V7043573

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 19 OF 23 ENQUIRY PAGE : 30 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 790250661 EXPIRY DATE : 26JAN 2025 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED : X
 REG NUM : 20230126 0914 5064 8735 REG TYP: P PPSA REG PERIOD: 02
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 TIP FLEET SERVICES CANADA LTD.
 09 ADDRESS : 1880 BRITANNIA ROAD EAST
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1J3
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11 2001 STRICK VAN-STORAGE-53-TAN 1S12E95391S453065
 12 2007 MANAC VAN-CARTAGE-53-TAN 2M592161071110891
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT: ESC CORPORATE SERVICES LTD.
 17 ADDRESS : 445 KING STREET WEST, SUITE 400
 CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

FAMILY : 19 OF 23

ENQUIRY PAGE : 31 OF 37

00 REF: 790250661 01 PAGE: 002 OF 2 REG NUM: 20230126 0914 5064 8735
 YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)

41	2003	JC TRAILER	FLAT-53-TANDEM	2J9R7A1E93K001190
42	2003	JC TRAILER	FLAT-48-TANDEM	2J9R7A2E63K001047
43	2002	TRAILMOBILE	VAN-STORAGE-5	2MN01JAH121001641
44	2007	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH371001695
45	2005	WABASH	VAN-CARTAGE-53-TAN	1JJV532W55L937000
46	2006	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH661003374
47	2000	MANAC	VAN-STORAGE-53-TAN	2M592161XY7068423
48	1993	TRAILMOBILE	VAN-STORAGE-4	1PT01AAR4P9002369
49	2003	STOUGHTON	VAN-CARTAGE-53-	1DW1A53233S612014
50	1994	TRAILMOBILE	VAN-STORAGE-5	1PT02DAR6R9017120
51	1994	TRAILMOBILE	VAN-STORAGE-5	1PTG1JAR2R9012013
52	1998	STOUGHTON	VAN-STORAGE-53-	1DW1A5328WS221946
53	1999	STOUGHTON	VAN-STORAGE-53-	1DW1A5322XS261425
54	1999	MOND	VAN-STORAGE-53-TAN	2MN124145X3004344
55	2003	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH031005715
56	1997	MANAC	VAN-STORAGE-53-TAN	2M5921619V7043573

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 20 OF 23 ENQUIRY PAGE : 32 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 792467964 EXPIRY DATE : 18APR 2025 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED : X
 REG NUM : 20230418 1716 1901 8778 REG TYP: P PPSA REG PERIOD: 02
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 TIP FLEET SERVICES CANADA LTD.
 09 ADDRESS : 1880 BRITANNIA ROAD EAST
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1J3
 CONS. MV DATE OF OR NO FIXED
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 10 X X
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 11 2001 STRICK VAN-STORAGE-53-TAN 1S12E95391S453065
 12 2007 MANAC VAN-CARTAGE-53-TAN 2M592161071110891
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT: ESC CORPORATE SERVICES LTD.
 17 ADDRESS : 445 KING STREET WEST, SUITE 400
 CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

FAMILY : 20 OF 23

ENQUIRY PAGE : 33 OF 37

00 REF: 792467964 01 PAGE: 002 OF 2 REG NUM: 20230418 1716 1901 8778
YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)

41	2003	JC TRAILER	FLAT-53-TANDEM	2J9R7A1E93K001190
42	2003	JC TRAILER	FLAT-48-TANDEM	2J9R7A2E63K001047
43	2002	TRAILMOBILE	VAN-STORAGE-5	2MN01JAH121001641
44	2007	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH371001695
45	2005	WABASH	VAN-CARTAGE-53-TAN	1JJV532W55L937000
46	2006	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH661003374
47	2000	MANAC	VAN-STORAGE-53-TAN	2M592161XY7068423
48	1993	TRAILMOBILE	VAN-STORAGE-4	1PT01AAR4P9002369
49	2003	STOUGHTON	VAN-CARTAGE-53-	1DW1A53233S612014
50	1994	TRAILMOBILE	VAN-STORAGE-5	1PT02DAR6R9017120
51	1994	TRAILMOBILE	VAN-STORAGE-5	1PTG1JAR2R9012013
52	1998	STOUGHTON	VAN-STORAGE-53-	1DW1A5328WS221946
53	1999	STOUGHTON	VAN-STORAGE-53-	1DW1A5322XS261425
54	1999	MOND	VAN-STORAGE-53-TAN	2MN124145X3004344
55	2003	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH031005715
56	1997	MANAC	VAN-STORAGE-53-TAN	2M5921619V7043573

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 21 OF 23 ENQUIRY PAGE : 34 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 792483741 EXPIRY DATE : 19APR 2025 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED : X
 REG NUM : 20230419 0834 1901 8916 REG TYP: P PPSA REG PERIOD: 02
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 TIP FLEET SERVICES CANADA LTD.
 09 ADDRESS : 1880 BRITANNIA ROAD EAST
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 11 2001 STRICK VAN-STORAGE-53-TAN 1S12E95391S453065
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 GENERAL COLLATERAL DESCRIPTION
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 16 AGENT: ESC CORPORATE SERVICES LTD.
 17 ADDRESS : 445 KING STREET WEST, SUITE 400
 CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

FAMILY : 21 OF 23

ENQUIRY PAGE : 35 OF 37

00 REF: 792483741 01 PAGE: 002 OF 2 REG NUM: 20230419 0834 1901 8916
 YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)

41	2003	JC TRAILER	FLAT-53-TANDEM	2J9R7A1E93K001190
42	2003	JC TRAILER	FLAT-48-TANDEM	2J9R7A2E63K001047
43	2002	TRAILMOBILE	VAN-STORAGE-5	2MN01JAH121001641
44	2007	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH371001695
45	2005	WABASH	VAN-CARTAGE-53-TAN	1JJV532W55L937000
46	2006	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH661003374
47	2000	MANAC	VAN-STORAGE-53-TAN	2M592161XY7068423
48	1993	TRAILMOBILE	VAN-STORAGE-4	1PT01AAR4P9002369
49	2003	STOUGHTON	VAN-CARTAGE-53-	1DW1A53233S612014
50	1994	TRAILMOBILE	VAN-STORAGE-5	1PT02DAR6R9017120
51	1994	TRAILMOBILE	VAN-STORAGE-5	1PTG1JAR2R9012013
52	1998	STOUGHTON	VAN-STORAGE-53-	1DW1A5328WS221946
53	1999	STOUGHTON	VAN-STORAGE-53-	1DW1A5322XS261425
54	1999	MOND	VAN-STORAGE-53-TAN	2MN124145X3004344
55	2003	TRAILMOBILE	VAN-CARTAGE-5	2MN01JAH031005715
56	1997	MANAC	VAN-STORAGE-53-TAN	2M5921619V7043573

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 22 OF 23 ENQUIRY PAGE : 36 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 793311021 EXPIRY DATE : 15MAY 2028 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20230515 1401 1590 3457 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 130208L-2

14

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Antamex Industries ULC

FILE CURRENCY: January 19, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 23 OF 23 ENQUIRY PAGE : 37 OF 37

SEARCH : BD : ANTAMEX INDUSTRIES ULC

00 FILE NUMBER : 794223441 EXPIRY DATE : 12JUN 2028 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20230612 1223 1590 7291 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ANTAMEX INDUSTRIES ULC
 OCN :
 04 ADDRESS : 210 GREAT GULF DRIVE
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 5W1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BERCON RENTALS INC.

09 ADDRESS : 420 GRAYS ROAD

CITY : HAMILTON PROV: ON POSTAL CODE: L8E 4H6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CONTRACT / LEASE NUMBER 130294M-1

14

15

16 AGENT: ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS : 1 KING STREET WEST 10TH FLOOR

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1A4

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

Business Debtor - "Antamex Industries ULC"

Search Date and Time: January 20, 2025 at 12:01:03 pm Pacific time
Account Name: Not available.

TABLE OF CONTENTS

6 Matches in 5 Registrations in Report

Exact Matches: 6 (*)

Total Search Report Pages: 15

	Base Registration	Base Registration Date	Debtor Name	Page
1	166251M	April 13, 2020	* ANTAMEX INDUSTRIES ULC	2
2	167244N	August 10, 2021	* ANTAMEX INDUSTRIES ULC	7
3	429697N	December 15, 2021	* ANTAMEX INDUSTRIES ULC	9
4	132127Q	January 12, 2024	* ANTAMEX INDUSTRIES ULC	11
5	242235Q	March 11, 2024	* ANTAMEX INDUSTRIES INC. * ANTAMEX INDUSTRIES ULC	13

Base Registration Number: 166251M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 13, 2020 at 2:10:42 pm Pacific time
Current Expiry Date and Time:	April 13, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 20, 2025 at 12:01:03 pm Pacific time)

Secured Party Information

**CANADIAN IMPERIAL BANK OF
COMMERCE**

Address

595 BAY STREET, 5TH FLOOR
TORONTO ON
M5G 2C2 Canada

Debtor Information

ANTAMEX INDUSTRIES ULC

Address

210 GREAT GULF DRIVE
CONCORD ON
L4K 5W1 Canada

Vehicle Collateral

None

General Collateral

April 15, 2020 at 8:50:14 am Pacific time

DELETED

ORIGINAL PRINCIPAL AMOUNT OF 35,000, AND INCLUDING SECURITIES IN TRANSIT BY MAIL OR OTHER CARRIER, AND (III) SECURITY ENTITLEMENTS, AND RENEWALS, SUBSTITUTIONS AND ADDITIONS PERTAINING TO ANY OF THE COLLATERAL DESCRIBED IN (I), (II) OR (III), AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE COLLATERAL DESCRIBED IN (I), (II) OR (III) OR THE PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL ,PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS DERIVED DIRECTLY OR INDIRECTLY THEREFROM. ,ALL PRESENT AND AFTER-ACQUIRED (I) CERTIFICATED AND UNCERTIFICATED SECURITIES (INCLUDING SHARES, STOCKS, WARRANTS, BONDS, DEBENTURES AND DEBENTURE STOCK AND OPTIONS, WARRANTS AND OTHER RIGHTS TO ACQUIRE ANY OF SUCH), (II) INSTRUMENTS (INCLUDING CHEQUES, BILLS, NOTES, AGREEMENTS FOR PAYMENT OF MONEY AND PROMISES TO PAY MONEY, INCLUDING, WITHOUT LIMITATION, GUARANTEED INVESTMENT CERTIFICATES) INCLUDING, WITHOUT LIMITATION, A CIBC GIC ACCOUNT BEARING NO. 000322672678 IN THE

ADDED

THE COLLATERAL IS LIMITED TO A CIBC GUARANTEED INVESTMENT CERTIFICATE BEARING ACCOUNT NO. 000322672678, IN THE ORIGINAL PRINCIPAL AMOUNT OF 35,000, AND RENEWALS, SUBSTITUTIONS AND ADDITIONS PERTAINING THERETO, AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH GUARANTEED INVESTMENT CERTIFICATE OR THE RENEWALS, SUBSTITUTIONS OR ADDITIONS PERTAINING THERETO OR THE PROCEEDS THEREFROM, INCLUDING, WITHOUT LIMITATION, DIVIDENDS, INTEREST, PROCEEDS OF POLICIES OF INSURANCE PERTAINING TO ANY OF THE FOREGOING, AND PAYMENTS REPRESENTING INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO ANY OF THE FOREGOING, AND PAYMENTS MADE IN TOTAL OR PARTIAL DISCHARGE OR REDEMPTION OF ANY OF THE FOREGOING.

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED (I) CERTIFICATED AND UNCERTIFICATED SECURITIES (INCLUDING SHARES, STOCKS, WARRANTS, BONDS, DEBENTURES AND DEBENTURE STOCK AND OPTIONS, WARRANTS AND OTHER RIGHTS TO ACQUIRE ANY OF SUCH), (II) INSTRUMENTS (INCLUDING CHEQUES, BILLS, NOTES, AGREEMENTS FOR PAYMENT OF MONEY AND PROMISES TO PAY MONEY, INCLUDING, WITHOUT LIMITATION, GUARANTEED INVESTMENT CERTIFICATES) INCLUDING, WITHOUT LIMITATION, A CIBC GIC ACCOUNT BEARING NO. 000322672678 IN THE ORIGINAL PRINCIPAL AMOUNT OF 35,000, AND INCLUDING SECURITIES IN TRANSIT BY MAIL OR OTHER CARRIER, AND (III) SECURITY ENTITLEMENTS, AND RENEWALS, SUBSTITUTIONS AND ADDITIONS PERTAINING TO ANY OF THE ,COLLATERAL DESCRIBED IN (I), (II) OR (III), AND ANY AND ALL PROCEEDS

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE COLLATERAL DESCRIBED IN (I), (II) OR (III) OR THE PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

Original Registering Party

**DENTONS CANADA LLP
(RA/VVYNOHRAD)**

Address

77 KING STREET WEST
TORONTO ON
M5K 0A1 Canada



HISTORY

(Showing most recent first)

COLLATERAL SUBSTITUTION

Registration Date and Time: April 15, 2020 at 8:50:14 am Pacific time
Registration Number: 169305M

General Collateral

April 15, 2020 at 8:50:14 am Pacific time

DELETED

ORIGINAL PRINCIPAL AMOUNT OF 35,000, AND INCLUDING SECURITIES IN TRANSIT BY MAIL OR OTHER CARRIER, AND (III) SECURITY ENTITLEMENTS, AND RENEWALS, SUBSTITUTIONS AND ADDITIONS PERTAINING TO ANY OF THE COLLATERAL DESCRIBED IN (I), (II) OR (III), AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE COLLATERAL DESCRIBED IN (I), (II) OR (III) OR THE PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL, PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS DERIVED DIRECTLY OR INDIRECTLY THEREFROM. ,ALL PRESENT AND AFTER-ACQUIRED (I) CERTIFICATED AND UNCERTIFICATED SECURITIES (INCLUDING SHARES, STOCKS, WARRANTS, BONDS, DEBENTURES AND DEBENTURE STOCK AND OPTIONS, WARRANTS AND OTHER RIGHTS TO ACQUIRE ANY OF SUCH), (II) INSTRUMENTS (INCLUDING CHEQUES, BILLS, NOTES, AGREEMENTS FOR PAYMENT OF MONEY AND PROMISES TO PAY MONEY, INCLUDING, WITHOUT LIMITATION, GUARANTEED INVESTMENT CERTIFICATES) INCLUDING, WITHOUT LIMITATION, A CIBC GIC ACCOUNT BEARING NO. 000322672678 IN THE

ADDED

THE COLLATERAL IS LIMITED TO A CIBC GUARANTEED INVESTMENT CERTIFICATE BEARING ACCOUNT NO. 000322672678, IN THE ORIGINAL PRINCIPAL AMOUNT OF 35,000, AND RENEWALS, SUBSTITUTIONS AND ADDITIONS PERTAINING THERETO, AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH GUARANTEED INVESTMENT CERTIFICATE OR THE RENEWALS, SUBSTITUTIONS OR ADDITIONS PERTAINING THERETO OR THE PROCEEDS THEREFROM, INCLUDING, WITHOUT LIMITATION, DIVIDENDS, INTEREST, PROCEEDS OF POLICIES OF INSURANCE PERTAINING TO ANY OF THE FOREGOING, AND PAYMENTS REPRESENTING INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO ANY OF THE FOREGOING, AND PAYMENTS MADE IN TOTAL OR PARTIAL DISCHARGE OR REDEMPTION OF ANY OF THE FOREGOING.

Registering Party Information

**DENTONS CANADA LLP
(RA/VYNOHRAD)**

Address

77 KING STREET WEST
TORONTO ON
M5K 0A1 Canada



Base Registration Number: 167244N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 10, 2021 at 10:37:50 am Pacific time
Current Expiry Date and Time:	August 10, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 20, 2025 at 12:01:03 pm Pacific time)

Secured Party Information

HSBC BANK CANADA

Address

4500 HIGHWAY 7, SUITE 200
WOODBRIIDGE ON
L4L 4Y7 Canada

Debtor Information

ANTAMEX INDUSTRIES ULC

Address

210 GREAT GULF DRIVE
CONCORD ON
L4K 5W1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (INCLUDING, WITHOUT LIMITATION, FIXTURES)

Original Registering Party

**GOWLING WLG (CANADA) LLP -
HAMILTON**

Address

ONE MAIN STREET WEST
HAMILTON ON
L8P 4Z5 Canada



Base Registration Number: 429697N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 15, 2021 at 9:27:07 am Pacific time
Current Expiry Date and Time:	December 15, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 20, 2025 at 12:01:03 pm Pacific time)

Secured Party Information

EXPORT DEVELOPMENT CANADA	Address
	150 SLATER STREET OTTAWA ON K1A 1K3 Canada

Debtor Information

ANTAMEX INDUSTRIES ULC	Address
	210 GREAT GULF DRIVE CONCORD ON L4K 5W1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Original Registering Party

**NORTON ROSE FULBRIGHT
CANADA LLP (SDK)**

Address

45 O'CONNOR STREET, SUITE 1500
OTTAWA ON
K1P 1A4 Canada



Base Registration Number: 132127Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 12, 2024 at 11:07:26 am Pacific time
Current Expiry Date and Time:	January 12, 2034 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 20, 2025 at 12:01:03 pm Pacific time)

Secured Party Information

O3 INDUSTRIES LLC

Address

3 COLUMBUS CIRCLE, SUITE 1420
NEW YORK NY
10019 United States of America

Debtor Information

ANTAMEX INDUSTRIES ULC

Address

210 GREAT GULF DRIVE
CONCORD ON
L4K 5W1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All of the Debtor's present and after-acquired personal property.

Original Registering Party

STIKEMAN ELLIOTT LLP

Address

SUITE 1700, PARK PLACE
666 BURNARD STREET
VANCOUVER BC
V6C 2X8 Canada



Base Registration Number: 242235Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 11, 2024 at 3:47:24 pm Pacific time
Current Expiry Date and Time:	March 11, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 20, 2025 at 12:01:03 pm Pacific time)

Secured Party Information

**EULER HERMES NORTH AMERICA
INSURANCE COMPANY**

Address

4 ROBERT SPECK PARKWAY, SUITE 1000
MISSISSAUGA ON
L4Z 1S1 Canada

Debtor Information

ANTAMEX INDUSTRIES ULC

Address

SUITE 2300, BENTALL 5, 550 BURRARD
STREET
VANCOUVER BC
V6C 2B5 Canada

ANTAMEX INDUSTRIES INC.

Address

SUITE 2300, BENTALL 5, 550 BURRARD
STREET
VANCOUVER BC
V6C 2B5 Canada

ANTAMEX U.S. LLC

Address

SUITE 2300, BENTALL 5, 550 BURRARD
STREET
VANCOUVER BC
V6C 2B5 Canada

256 VICTORIA STREET WEST ULC

Address

SUITE 2300, BENTALL 5, 550 BURRARD
STREET
VANCOUVER BC
V6C 2B5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;

ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS
OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS,
INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

**BORDEN LADNER GERVAIS LLP
(VANCOUVER)**

Address

BOX 48600 1200 WATERFRONT CENTRE
200 BURRARD STREET
VANCOUVER BC
V7X 1T2 Canada



APPENDIX “I”

Court File No.: CV-24-00715153-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AFFIDAVIT OF PHIL REYNOLDS

I, **Phil Reynolds**, of the City of Toronto, in the Province of Ontario, MAKE OATH

AND SAY:

1. I am a Partner at Deloitte Restructuring Inc. (“**Deloitte**”), the court-appointed Receiver of all of the assets, undertakings and properties of Antamex Industries ULC (“**Antamex**”) and 256 Victoria Street West (collectively, the “**Receiver**”), and as such have knowledge of the matters to which I hereinafter depose.

2. Deloitte was appointed as receiver and manager, without security, of all of the assets, undertakings and properties of Antamex by Amended and Restated Order (Appointing Receiver) dated March 13, 2024 (the “**Antamex Appointment Order**”).

3. Deloitte was appointed as receiver and manager, without security, of all of the assets, undertakings and properties of 256 Victoria by Order (Appointing Receiver) dated April 23, 2024 (the “**256 Victoria Appointment Order**”, and together with the Antamex Appointment Order, the “**Appointment Orders**”), in Ontario Superior Court of Justice (Commercial List) application bearing Court File No. CV-718718-00CL (the “**256 Victoria Receivership Proceeding**”). The within receivership proceeding and the 256 Victoria Receivership Proceeding are being heard together. As such, this affidavit is being sworn in support of the motion by the Receiver for, among other things, approval of its fees and disbursements and those of its legal representatives in both receivership proceedings and for no other purpose.

4. Paragraph 19 of the Appointment Orders provides that the Receiver and counsel to the Receiver are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges. Paragraph 20 of the Appointment Orders provides that the Receiver and its legal counsel shall pass their accounts from time to time.

5. The Receiver’s fees and disbursements for the period from March 1, 2024 to August 31, 2024 were passed and approved by the Approval, Vesting and Ancillary Relief Order of Justice Kimmel dated October 2, 2024.

6. The Receiver’s fees and disbursements for the period from September 1, 2024 to May 30, 2025 are summarized in the invoices rendered by the Receiver (the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by the Receiver, and are calculated based on the Receiver’s standard

10. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other purpose.

PHIL REYNOLDS

This is **Exhibit “A”** referred to in the

Affidavit of Phil Reynolds

sworn before me by video conference
this 25th day of June, 2025

A handwritten signature in blue ink, appearing to be 'J. N. B.', is written above a horizontal line.

A Commissioner, etc.

SUMMARY OF INVOICES OF THE RECEIVER
(Period from September 1, 2024 to May 30, 2025)

Invoice No.	Period Ending	Fees	Disb. Subject to HST	Administrative Expense	Subtotal	HST	Total	Hours
8005616560	January 13, 2025	\$234,925.00	\$25,095.05	\$16,444.75	\$276,464.80	\$35,940.42	\$312,405.22	625.1
8005952990	March 28, 2025	\$124,885.00	\$6,899.40	\$8,741.95	\$140,526.35	\$18,268.43	\$158,794.78	333.8
8006187335	May 30, 2025	\$127,895.00	\$9,866.87	\$8,952.65	\$146,714.52	\$19,072.89	\$165,787.41	373.4
	Totals:	\$487,705.00	\$41,861.32	\$34,139.35	\$563,705.67	\$73,281.74	\$636,987.41	1,332.3

Average Hourly Rate: \$366.06



ATTN: Adam Smith
Export Development Canada
3400 - 155 Wellington St. W.
Toronto ON M5V 3H1
Canada

Invoice 8005616560

Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: January 23, 2025
Client No.: 1131829
WBS#: EXP01011
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001
QST Registration: 1000870419TQ0002

For professional services rendered

Fees

Professional services rendered by Deloitte Restructuring Inc. in its capacity as court-appointed Receiver of Antamex Industries ULC, for the period to January 13, 2025.

Please see attached appendices for details.

HST applicable	234,925.00
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Expense

Out-of-pocket Expenses

HST applicable	25,095.05
Administrative Expense	16,444.75

Sales Tax

HST at 13.00 %	35,940.42
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Total Amount Due (CAD)	312,405.22
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Use the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Export Development Canada	1131829	8005616560	312,405.22	Payment for invoice 8005616560

Contact:

Please send payment confirmation by email to: receivablesdebiturs@deloitte.ca, and reference the invoice number(s) paid

Payment Options

1. EFT Payments(remittance email mandatory) :

Preferred Method

[REDACTED]			
[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2. Wire Payment :

[REDACTED]			
[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]

Note: Intermediary Bank information may not be required for payments coming from outside the US

3. Online Payment :

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the seven digits of the Client No. shown above.

Please note we do not accept Interac e-Transfers.

4. Cheque payments, please mail to :

For CAD Dollar (\$) Payments :
 DELOITTE MANAGEMENT SERVICES LP
 c/o T04567C
 PO Box 4567, Stn A
 Toronto ON M5W 0J1

For USD Dollar (\$) Payments :
 DELOITTE MANAGEMENT SERVICES LP
 c/o T04567U
 PO Box 4567, Stn A
 Toronto ON M5W 0J1



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Reynolds, Philip	Partner	17.6	775.00	13,640.00
Leung, Warren	Director	2.6	675.00	1,755.00
Casey, Brian	Senior Manager	51.5	550.00	28,325.00
Brown, Rose	Manager	6.9	475.00	3,277.50
Pardinas, Elijah	Manager	1.0	475.00	475.00
Conorton, Laura	Consultant	28.0	275.00	7,700.00
Berardi, Gianluca	Senior	318.6	350.00	111,510.00
Hong, Matthew	Senior	41.3	350.00	14,455.00
Dew, Todd	Senior	5.8	350.00	2,030.00
Dowler, Kaley	Senior	4.0	350.00	1,400.00
Mohamoud, Mohamed	Senior	129.5	350.00	45,325.00
Alleyne, Jaylon	Analyst	6.3	275.00	1,732.50
Orvitz, Alexander	Analyst	2.5	275.00	687.50
Tang, Kobe	Analyst	9.5	275.00	2,612.50
Total Professional Hours and Fees		625.1		234,925.00
Out-of-pocket Expenses				25,095.05
Total Fees and Expenses (CAD)				260,020.05



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
9/3/2024	Conorton, Laura	Completion of the processing of wire payment to DRI, trust administration and banking.	0.3
9/3/2024	Casey, Brian	Collection and review of data.	0.5
9/3/2024	Alleyne, Jaylon	Email with G. Berardi re: payments & propane tanks.	0.2
9/3/2024	Berardi, Gianluca	On site in Alliston. Oversaw final removal of Bystronic pieces and had a discussion with Platinum Assets regarding other items on site needed for pickup/remaining cleanup efforts. Responded to queries through Antamex inbox.	3.4
9/4/2024	Hong, Matthew	Call with P. Reynolds and C. McIntyre CRA outstanding issues	0.2
9/4/2024	Dowler, Kaley	July 2024 bank reconciliation completed for all Antamex Industries accounts.	2.0
9/4/2024	Reynolds, Philip	Update to security position report; discuss multiple CRA items of correspondence, requests for audit, assessments with M. Hong; various email correspondence.	2.2
9/4/2024	Berardi, Gianluca	Sent Platinum Asset our audit selections and call with A. Moskowitz discussing what is needed to complete our audit. Provided latest status of Antamex items to Platinum Assets and P. Reynolds. . Discussion with P. Reynolds over updating the security position report.	2.5
9/5/2024	Pardinas, Elijah	Laptop pickup/preservation and file listing.	1.0
9/5/2024	Casey, Brian	Collection and review of data.	0.5
9/5/2024	Hong, Matthew	Review email response from C. McIntyre and draft response to CRA re. notice.	0.5
9/5/2024	Conorton, Laura	Preparing documentation and processing wire payment to AON and preparing cheque payments to Alectra, Bercon and Enbridge. Trust administration, filing and banking. Scanning, filing and sorting incoming mail	1.7
9/5/2024	Berardi, Gianluca	Located GL information for R. Williams regarding Aviva/Nationwide/Euler request. Review of security incident report received from Torcon regarding 256 Victoria site and trying to find trespassers entrance through cameras (no damage noted to site).	2.8
9/6/2024	Conorton, Laura	Collecting online banking account balances.	0.3
9/6/2024	Casey, Brian	Collection and review of data.	0.5



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
9/6/2024	Alleyne, Jaylon	Emails with contractors.	0.1
9/6/2024	Berardi, Gianluca	Update of security position report based on P. Reynolds latest comments and confirmed various items with Blakes. Responded to [REDACTED].	3.7
9/8/2024	Berardi, Gianluca	Update to the security position report based upon P. Reynolds latest manual comments.	2.4
9/9/2024	Berardi, Gianluca	Notified Nova Scotia Board amounts are stayed. Prepared disbursement requisitions for approval. Discussion with BASS regarding no approval for use of dies. Updated security position report with latest information.	1.9
9/10/2024	Tang, Kobe	Drive copying exports and evidence management.	1.0
9/10/2024	Casey, Brian	Discussions on next steps for various requests.	1.0
9/10/2024	Berardi, Gianluca	Note sent to Rogers internet services after receiving inquiry over outstanding payment. Note sent to Pennsylvania Department of Labour regarding receivership. Submitted former employee WEPPA claim to Service Canada.	1.3
9/11/2024	Casey, Brian	Discussions on next steps for various requests.	1.0
9/11/2024	Berardi, Gianluca	Discussion with R. Williams and Deloitte Forensics team regarding [REDACTED]. Query sent to [REDACTED].	3.2
9/12/2024	Conorton, Laura	Correspondence with team on obtaining contact information, research, sorting, scanning and filing mail received.	0.4
9/12/2024	Berardi, Gianluca	Discussion with Rogers regarding outstanding balance, setup of online account, [REDACTED]. Review of information shared. Review of Antamex mail received and queries sent to Elena for information by CRA.	3.1
9/13/2024	Berardi, Gianluca	Discussion with P. Reynolds and R. Williams regarding the latest security position report and changes needed to be made. Made changes post discussion. Shared with R. Williams the bank statements in possession. Reached out to HSBC US for USD bank statements.	1.8
9/16/2024	Hong, Matthew	Prepare [REDACTED].	0.6



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
9/16/2024	Berardi, Gianluca	Pulled historical financial statements of Antamex for R. Williams. Shared updated security position report for R. Williams and P. Reynolds with changes made based on latest comments and ideas from Friday. Notified Torcon of security presence.	6.6
9/17/2024	Reynolds, Philip	Call with Blakes; various open file items; review second letter to R. Spurgeon re: US Assets.	1.0
9/17/2024	Berardi, Gianluca	On site in Alliston. Oversaw pickup of Bercon. Pictured photos of inside warehouse post cleanup of site. Requested from K. Hu AP aging detail. Discussion with Blakes on latest items including [REDACTED] etc.	7.8
9/17/2024	Berardi, Gianluca	Reached out to HSBC US for additional bank statements. Adjustments made to security position report based on R. Williams and P. Reynolds's latest comments.	0.1
9/18/2024	Berardi, Gianluca	Prepared multiple disbursement requisitions for approval. Initial review of AP accounts shared by K. Hu.	1.4
9/19/2024	Conorton, Laura	Processing wire payment to AON and entering cheque payments for printing.	1.0
9/19/2024	Brown, Rose	Review input cheque requests on Ascend and print cheques and have signed and mail out.	0.4
9/20/2024	Casey, Brian	Data removal/destruction process.	0.5
9/20/2024	Berardi, Gianluca	Summary sent to R. Williams, J. Alleyne, M. Hong on various Antamex outstanding items before leaving on holidays.	0.7
9/23/2024	Brown, Rose	Trust Banking Adm - Disbursement cheque.	0.2
9/23/2024	Alleyne, Jaylon	Reply to emails re: preparing for CRA audit.	0.1
9/24/2024	Conorton, Laura	Reviewing payment previously processed for team. Sorting, scanning, mailing and filing incoming mail	0.3
9/24/2024	Alleyne, Jaylon	Email with contractor, RS.	0.2
9/25/2024	Reynolds, Philip	Review of Receiver's 2nd report; discussion with Blakes re: same.	1.5
9/26/2024	Brown, Rose	Trust Banking Administration - Review and confirm invoice paid for fees and Legal, Prepare schedule of all payment for Legal and & Fees and send to J. Alleyne.	0.7



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
9/26/2024	Hong, Matthew	Calculate figures for second report of the receiver, consolidate documents to be attached in affidavit, review records for CRA Examination.	8.6
9/26/2024	Alleyne, Jaylon	Preparation of documents & compiling information for P. Reynolds affidavit. Calls & discussions with P. Reynolds, M. Hong.	4.0
9/27/2024	Hong, Matthew	Call with [REDACTED], prepare scheduling for EDC.	3.8
9/30/2024	Hong, Matthew	Prepare [REDACTED] for 256 Victoria Street using updated figures; respond to emails re. invoice reconciliation.	3.3
10/1/2024	Conorton, Laura	Updating website.	0.3
10/1/2024	Hong, Matthew	Update Security Position Report.	5.7
10/2/2024	Hong, Matthew	Finalize NRV, Attend Court Hearing.	1.6
10/2/2024	Brown, Rose	Estate Administration - Scan/save mail rec'd and send to the Team.	0.3
10/2/2024	Casey, Brian	Request for Accounting server to be brought back online, R. Williams meetings.	0.5
10/2/2024	Reynolds, Philip	Review email from BLG re: sureties information requests; call with Blakes re: same (develop response) and other file matters.	1.4
10/3/2024	Casey, Brian	Request for an Accounting server to be brought back online, review of data collected, meeting with the team to discuss options, R. Williams meeting	1.0
10/3/2024	Brown, Rose	Trust Banking Administration - [REDACTED] and have signed and sent to RBC, Scan mailing and send to the team.	0.3
10/4/2024	Conorton, Laura	Pulling payments and printing reports for review.	0.5
10/4/2024	Hong, Matthew	Review iron mountain boxes; review documents for CRA in person examination; draft notes for CRA review; internal call re. detailed invoice analysis with P. Reynolds, G. Berardi	3.8
10/4/2024	Berardi, Gianluca	Catchup discussion with internal team following time off. Worked on the cost analysis of receiver fees for EDC. Responded to queries through Antamex inbox. Review of Antamex mail received.	4.3



Appendix #2
Work performed to January 13, 2025

Date	Name	Narrative	Hours
10/4/2024	Reynolds, Philip	Call with Fasken's, Blakes re: [REDACTED].	0.5
10/7/2024	Dowler, Kaley	August 2024 bank reconciliation completed.	2.0
10/7/2024	Berardi, Gianluca	Performed DRI fee analysis per request of EDC. Created multiple disbursement requisitions. Review of Rogers bill provided over period and request for credits to the account.	6.5
10/8/2024	Brown, Rose	Estate Administration - Open/Scan Mail and send to the team.	0.2
10/8/2024	Conorton, Laura	Website Updates.	0.2
10/8/2024	Hong, Matthew	Draft email and call with C. McIntyre re. [REDACTED].	0.4
10/8/2024	Berardi, Gianluca	Queries sent to former Antamex employees on Antamex property questions responses. Review of Antamex mail received.	1.2
10/9/2024	Hong, Matthew	CRA payroll examination discuss with K. Hu accounting ledgers and source documents, review and organize documents provided by E. Berseneva	0.9
10/9/2024	Reynolds, Philip	Touchpoint with M. Forte (update on [REDACTED]), other matters.	0.5
10/10/2024	Brown, Rose	Scan mail and sent to the team.	0.1
10/10/2024	Berardi, Gianluca	On site in Alliston. Assisted with Pinchin on getting access to site and help locate key information needed on site to perform due diligence of the purchaser.	5.3
10/11/2024	Dew, Todd	Bank Reconciliations.	1.2
10/15/2024	Conorton, Laura	Obtaining disbursements printouts and reports. Scanning and filing mail.	0.5
10/15/2024	Berardi, Gianluca	Drafted insurance cheque requisitions for approval.	0.7
10/16/2024	Leung, Warren	Insurance matters.	0.3
10/16/2024	Dew, Todd	Bank reconciliations.	0.8
10/16/2024	Berardi, Gianluca	Updates made to requisitions following discussions.	0.4
10/17/2024	Conorton, Laura	Preparing cheque payments to FCA and AON, trust administration and filing, scanning and filing mail, website updates.	1.2



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
10/17/2024	Casey, Brian	Accounting server VM testing.	0.5
10/17/2024	Berardi, Gianluca	Numerous touchpoints with P. Reynolds regarding fee analysis. Drafted Blakes fee analysis and sent to P. Reynolds for review. Updated security position report to reflect latest available information.	6.9
10/18/2024	Hong, Matthew	Call with B. Casey and E. Pardinias re. Jonas accounting system.	0.2
10/18/2024	Casey, Brian	Meeting / Accounting server VM testing.	1.0
10/18/2024	Berardi, Gianluca	Continuation of work on the fee analysis for DRI and Blakes. Made final changes to the security position report.	2.1
10/21/2024	Hong, Matthew	Respond to email inquiries re. Antamex server; review local Antamex drive for [REDACTED]; discussions with K. Tang re. local drive.	1.3
10/21/2024	Brown, Rose	Scan and sent to Team - Mail Rec'd.	0.1
10/21/2024	Reynolds, Philip	Discuss information gathering approach re: [REDACTED]; discussion with Ram Iron counsel re: [REDACTED].	1.0
10/21/2024	Casey, Brian	Accounting server setup / extractions / meetings.	1.0
10/21/2024	Orvitz, Alexander	Copying kickoff and monitoring.	0.5
10/21/2024	Alleyne, Jaylon	Emails with P. Reynolds, G. Berardi, and M. Hong.	0.1
10/21/2024	Berardi, Gianluca	Correspondence with R. Williams, P. Reynolds, M. Hong regarding [REDACTED]. Notified Security of [REDACTED]. Followed up with Impark regarding receivership. Reached out to RBC for additional bank statements for [REDACTED]. Discussions with forensics on server.	3.5
10/22/2024	Tang, Kobe	Running & monitoring downloads, extracting requests and uploading those requests to Share file.	0.5
10/22/2024	Casey, Brian	Accounting server setup / extractions / meetings.	1.0
10/22/2024	Berardi, Gianluca	Discussion with Service Canada regarding WEPP. Further discussion with forensics on [REDACTED]. Discussion with ADP on future services not required for Antamex.	2.3



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
10/23/2024	Conorton, Laura	Preparing documentation for the processing of wire to AON insurance for 2 separate invoices, trust administration and banking.	0.7
10/23/2024	Casey, Brian	Accounting server setup / extractions / meetings.	2.0
10/23/2024	Berardi, Gianluca	Drafted cheque requisitions for insurance for approval. Further discussions with R. Williams, P. Reynolds and M. Hong on [REDACTED]. Follow-up with Rogers regarding questions. Discussion with P. Reynolds regarding security position including analysis on certain disbursements.	3.1
10/24/2024	Tang, Kobe	Running & monitoring downloads, extracting requests and uploading those requests to Share file.	0.5
10/24/2024	Hong, Matthew	Call with P. Reynolds, G. Berardi, and R. Williams	0.1
10/24/2024	Reynolds, Philip	Attend status update meeting with RBC and EDC re: Security Position Report / other matters; discussions with Ram Iron and counsel re: latest request for extension; discuss approach to disbursements review re: [REDACTED].	1.5
10/24/2024	Casey, Brian	Accounting server setup / extractions / meetings.	1.0
10/24/2024	Berardi, Gianluca	Followed up with Platinum regarding fees charged. Correspondence with CBRE regarding items in office. Discussion with internal team on [REDACTED]. Security Position report update call with EDC/RBC.	5.6
10/25/2024	Brown, Rose	Trust Banking Adm - Disbursement cheques, have signed, scan and send out in the mail.	1.2
10/25/2024	Casey, Brian	Accounting server setup / extractions / meetings.	2.0
10/25/2024	Conorton, Laura	Preparing documentation and processing wire to Perkins Coie (3 invoices) and DRI (for 256 Victoria), trust administration and banking.	1.1
10/25/2024	Berardi, Gianluca	Correspondence with forensics regarding costs of copying server. Discussion with Torcon regarding visitors on site. Discussion with Platinum regarding fee charged support. Discussion with forensics on [REDACTED].	4.3
10/28/2024	Hong, Matthew	Attend CRA examination and answer questions, provide information re. accounting details; call with B. Casey to access Jonas Software for [REDACTED].	8.3



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
10/28/2024	Berardi, Gianluca	Assistance with CRA payroll audit. Extracting information related to [REDACTED]. Various correspondences with R. Williams and team and forensics. Created invoice for sureties payment.	7.9
10/29/2024	Casey, Brian	Accounting server setup / extractions / meetings.	2.0
10/29/2024	Berardi, Gianluca	Reached out to CIBC for 2021 bank statements. Correspondence ADP of services no longer required. Discussions with Rogers and Platinum assets regarding fees.	4.1
10/30/2024	Conorton, Laura	Sorting, scanning and filing mail received.	0.2
10/30/2024	Casey, Brian	Accounting server setup / extractions / meetings.	2.0
10/30/2024	Berardi, Gianluca	Discussions with CBRE regarding the cable tower in the office. Discussions with internal team regarding RP and RT Antamex CRA accounts. Email sent to Barapp Law for former employee info requested.	1.4
10/31/2024	Hong, Matthew	Call with CRA re. Payroll examination results.	0.3
10/31/2024	Casey, Brian	Accounting server setup / extractions / meetings.	2.0
11/1/2024	Berardi, Gianluca	Discussion with forensics regarding extracting information from Antamex server. Further discussion with Rogers regarding charge disputes. Further discussion with Platinum negotiating fees charged.	1.8
11/4/2024	Casey, Brian	Data Collection/Server configuration/Exporting/QA of Data and delivery	1.0
11/4/2024	Reynolds, Philip	Review Receiver's Third Report.	1.5
11/4/2024	Berardi, Gianluca	WEPP query received regarding outstanding money. Follow-up with Service Canada to on status. Discussion with Airliquide invoices received. Updated invoice for Antamex server for sureties.	1.8
11/5/2024	Tang, Kobe	Troubleshooting downloads.	0.5
11/5/2024	Hong, Matthew	Review CRA letters and outstanding items.	0.3
11/5/2024	Casey, Brian	Data Collection/Server configuration/Exporting/QA of Data and delivery.	1.0



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
11/5/2024	Berardi, Gianluca	Additional pulling of source journal information of Antamex CAD and USD accounts from server. Touchpoint with internal team on latest developments. Follow-up about WEPP with former employee outstanding money. Various correspondence on server imaging.	2.9
11/6/2024	Tang, Kobe	File server copy, evidence management, document verification, handoff.	1.0
11/6/2024	Hong, Matthew	Internal discussion with G. Berardi and P. Reynolds re. outstanding items.	0.3
11/6/2024	Casey, Brian	Data Collection/Server configuration/Exporting/QA of Data and delivery.	1.0
11/6/2024	Berardi, Gianluca	Further discussion with Rogers regarding charges and making "good faith" payment for undisputed portion. Further discussions regarding server and signed off on possession of servers from forensics.	1.3
11/7/2024	Conorton, Laura	Sorting, scanning and filing incoming mail.	0.1
11/7/2024	Berardi, Gianluca	Drop off of Antamex servers at BLG. Additional pulling of CAD and USD cheque disbursements from Jonas server.	1.8
11/8/2024	Berardi, Gianluca	Pulled and analyzed [REDACTED]. Shared Antamex field tree server Information with BLG. Created deposit req from nationwide for server. Call with J. Alleyne regarding share file.	5.8
11/8/2024	Alleyne, Jaylon	Call with G. Berardi re: share file.	0.5
11/10/2024	Reynolds, Philip	Review comments provided by Fasken's re: Receiver's 3rd report.	0.5
11/11/2024	Casey, Brian	Various task re accounting server access and exports/Meetings/QA deliveries.	1.0
11/11/2024	Mohamoud, Mohamed	Discussions with G. Berardi to onboard onto Antamex. Begin pulling all [REDACTED].	4.5
11/11/2024	Berardi, Gianluca	Discussion with internal regarding latest [REDACTED] with R. Williams and P. Reynolds. Walked M. Mohamoud through how to extract information from Jonas server and reviewed. Reviewed multiple Antamex mail over past 2 weeks. Drafted 12 disbursements requisitions.	9.4



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
11/12/2024	Conorton, Laura	Preparing documentation for wire to Blakes, cheques to Town of New Tecumseth, Enbridge, Alectra Utilities and contractor. Reviewing remaining 6 payment requests for tax allocations, invoices etc. Correspondence with team on payment requests.	3.4
11/12/2024	Casey, Brian	Various task re accounting server access and exports/Meetings/QA deliveries.	1.0
11/12/2024	Mohamoud, Mohamed	Pulled remaining [REDACTED].	1.5
11/12/2024	Berardi, Gianluca	Discussion with R. Williams on disbursement testing including walking through. Various touchpoints following discussion on extracting information and documentation. Correspondence with R. Williams on employee costs for adjournment period. Updates to invoice payments.	4.3
11/13/2024	Tang, Kobe	Evidence Management and Data consolidation.	0.5
11/13/2024	Conorton, Laura	Examined prior payment request, verifying payment details, instructions and descriptions. Verifying [REDACTED] and providing update to team for further review.	0.2
11/13/2024	Casey, Brian	Various task re accounting server access and exports/Meetings/QA deliveries.	1.0
11/13/2024	Mohamoud, Mohamed	Began pulling remaining [REDACTED].	4.1
11/13/2024	Berardi, Gianluca	Updates made to invoice payments as required per [REDACTED]. Further discussion with R. Williams on employee costs. Correspondence regarding credit costs and continuation of extracting information from Jonas server.	3.3
11/14/2024	Leung, Warren	Review disbursements.	0.5
11/14/2024	Tang, Kobe	Evidence management uploads and data consolidation.	1.0
11/14/2024	Conorton, Laura	Preparing documentation for processing of wires to MHR and 3 Rogers accounts. Reviewing wire instructions and correspondence with bank on requirements. Editing cheque requisitions.	2.0
11/14/2024	Casey, Brian	Various task re accounting server access and exports/Meetings/QA deliveries.	1.0
11/14/2024	Mohamoud, Mohamed	Completed [REDACTED]. Discussions with G. Berardi to [REDACTED].	4.3



Appendix #2
Work performed to January 13, 2025

Date	Name	Narrative	Hours
11/14/2024	Berardi, Gianluca	Correspondence with R. Williams and C. McIntyre on Antamex disbursements during adjournment period and pulling information and further extraction of information from Jonas server. Discussion with [REDACTED] on changes for invoice payments. Further discussion with Rogers on payment dispute.	4.3
11/15/2024	Conorton, Laura	Entering cheque details and processing adjustment calculations for inputting into Ascend. Correspondence with team on summary page. Trust administration and banking.	0.8
11/15/2024	Casey, Brian	Various task re accounting server access and exports/Meetings/QA deliveries.	1.0
11/15/2024	Brown, Rose	Trust Bank Adm - Disbursement cheque and send out by courier.	0.3
11/15/2024	Mohamoud, Mohamed	Call with Antamex payroll person to pull reports. Completed search for [REDACTED].	2.6
11/15/2024	Tang, Kobe	Troubleshooting and data uploads.	1.0
11/15/2024	Berardi, Gianluca	Call with E. Berseneva on extracting employee reports form Jonas. [REDACTED]. Further extraction of info from Jonas. Discussion with [REDACTED].	5.6
11/17/2024	Berardi, Gianluca	Correspondence sent to E. Berseneva for employee costs reconciliation to be performed. Email sent to [REDACTED]. Follow-up with team [REDACTED].	2.3
11/18/2024	Mohamoud, Mohamed	Searched all entities to look for [REDACTED]. Discuss with G. Berardi way to asses the [REDACTED].	4.6
11/18/2024	Tang, Kobe	Drive downloads and troubleshooting	1.0
11/18/2024	Conorton, Laura	Preparing stop payment request due to postal strike. Correspondence with bank and team on requirements.	0.3
11/18/2024	Casey, Brian	Server exports/Data consolidation/Validation/Delivery/QA/Meetings.	1.0



Appendix #2
Work performed to January 13, 2025

Date	Name	Narrative	Hours
11/18/2024	Berardi, Gianluca	Responded to queries through Antamex inbox. Shared with Blakes correspondence from Gibson and Barnes. Discussion with forensics on extracting information off Antamex server.	3.1
11/19/2024	Mohamoud, Mohamed	File management and organization of [REDACTED].	1.1
11/19/2024	Hong, Matthew	Package and deliver drive to BLG office re. [REDACTED], deliver accounting software to B. Riley office for R. Williams	0.6
11/19/2024	Tang, Kobe	Drive downloads and troubleshooting and delivery.	1.5
11/19/2024	Conorton, Laura	Obtaining signatures on stop payment request, follow ups, re-formatting document. Sending over to bank for processing.	0.5
11/19/2024	Casey, Brian	Server exports/Data consolidation/Validation/Delivery/QA/Meetings.	1.0
11/19/2024	Berardi, Gianluca	Review of Torcon invoice charges and correspondence on reduction in price. Email sent to CM regarding statement of claim against Antamex. Correspondence regarding drop off of server to BLG.	2.4
11/20/2024	Tang, Kobe	Drive verification and delivery and file retrieval.	1.0
11/20/2024	Conorton, Laura	Reviewing request for payment to CRA/DRI/Receiver General, for amount requesting to be paid, payee, wire/cheque payment details and address specifications. Correspondence over to preparers with this information needed and for next steps for RS.	0.5
11/20/2024	Conorton, Laura	Correspondence with bank and providing update to team on stop payments. Preparing documentation for processing of wire to DRI (2 cheque requisitions), obtaining 2 signatures, adjusting for new signor. Trust administration and banking.	0.8
11/20/2024	Hong, Matthew	Prepare cheque requisition and call with CRA re. outstanding balance payment.	0.5
11/20/2024	Casey, Brian	Server exports/Data consolidation/Validation/Delivery/QA/Meetings.	1.0
11/20/2024	Berardi, Gianluca	Prepared various req's for payment. Worked on extracting employee costs information for R. Williams. Dropped off server with BLG personnel. Coordinated diesel tank pickup in Alliston. Discussion with CBRE on property closing.	2.3



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
11/21/2024	Brown, Rose	Reconcile accounts to online banking reports and send reports G. Berardi as requested.	0.5
11/21/2024	Mohamoud, Mohamed	Pulled [REDACTED]	1.3
11/21/2024	Casey, Brian	Server exports/Data consolidation/Validation/Delivery/QA/Meetings.	1.0
11/21/2024	Berardi, Gianluca	Reconciled employee costs in the disbursement listing to the bank statements, prepared a schedule of [REDACTED] [REDACTED]. Reach out to RBC for bank statements.	3.4
11/22/2024	Conorton, Laura	Completion of stop payment request and re-issuing and preparing a wire payment to Platinum Assets due to Canada Post strike. Trust administration and banking.	0.7
11/22/2024	Casey, Brian	Server exports/Data consolidation/Validation/Delivery/QA/Meetings.	1.0
11/22/2024	Brown, Rose	Take Disbursement cheque for CRA to the Bank for processing.	0.2
11/22/2024	Berardi, Gianluca	Reached out to forensics to pull [REDACTED]. Pulled details off Jonas server for R. Williams related to [REDACTED].	2.6
11/25/2024	Dew, Todd	Bank reconciliations.	1.8
11/25/2024	Mohamoud, Mohamed	Pull [REDACTED].	3.1
11/25/2024	Casey, Brian	Data gathering/Server extractions.	1.0
11/25/2024	Alleyne, Jaylon	Emails with [REDACTED], contractor re: missing cheque. Discussion with G. Berardi re: same & outstanding invoices.	0.5
11/25/2024	Berardi, Gianluca	Updates to [REDACTED] document for R. Williams to review. Various touchpoints with Richard on the disbursement review. Correspondence with C. Chow on bank statements support.	1.4
11/25/2024	Reynolds, Philip	EDC discussions re: [REDACTED].	0.5
11/26/2024	Alleyne, Jaylon	Emailing vendors re: authorization approval for G. Berardi. Requesting and reviewing invoices from same.	0.1



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
11/26/2024	Berardi, Gianluca	Finalized template for disbursement review of [REDACTED]. Walkthrough of G. Schmidt (B. Riley) through model and process for [REDACTED].	1.6
11/27/2024	Leung, Warren	Team correspondences and insurance matters.	0.3
11/27/2024	Mohamoud, Mohamed	Discussion with G. Berardi about [REDACTED]	0.3
11/27/2024	Berardi, Gianluca	Queries sent to K. Hu regarding [REDACTED]. Worked on 256 and Antamex R&D. Reached out to forensics to [REDACTED]. Discussion with CIBC on bank statement. Discussion with M. Mohamoud over [REDACTED].	6.6
11/28/2024	Casey, Brian	Data gathering/Server extractions.	1.0
11/28/2024	Berardi, Gianluca	Drafted and sent various disbursement requisition for approval. Touchpoint with team on disbursement review. Correspondence with CM on [REDACTED].	3.5
11/29/2024	Mohamoud, Mohamed	Pull remaining [REDACTED].	4.2
11/29/2024	Reynolds, Philip	Attend to BLG production motion re: Antamex records in relation to sureties requirement to pay the estate \$2M.	1.5
12/1/2024	Berardi, Gianluca	Various emails sent to K. Hu, forensics regarding status of requests to assist with [REDACTED]	0.9
12/2/2024	Conorton, Laura	Preparing documentation for processing wire payment to Rogers, trust administration and banking.	0.6
12/2/2024	Brown, Rose	Trust Banking Adm - Disbursement cheques.	0.5
12/2/2024	Casey, Brian	Setup/Testing/Data copying Accounting server on a laptop.	1.0
12/2/2024	Berardi, Gianluca	Coordination with [REDACTED]. Correspondence with R. Williams regarding [REDACTED]. Discussion with P. Reynolds, [REDACTED]. Contacted contractors to meet in Alliston.	6.8
12/2/2024	Mohamoud, Mohamed	[REDACTED].	8.1
12/2/2024	Reynolds, Philip	[REDACTED]; discussion with various parties re: same; discussions with Blakes re: [REDACTED].	2.0



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
12/3/2024	Casey, Brian	Setup/Testing/Data copying Accounting server on a laptop.	4.0
12/3/2024	Berardi, Gianluca	Discussion with internal team on status of [REDACTED] and action items for remainder of the week.	0.4
12/3/2024	Berardi, Gianluca	Correspondence regarding [REDACTED]. On site in Alliston to take photos assess damage of office space. Analysis put together for P. Reynolds and what I believe to be next steps. Inspected remainder of site and building.	4.9
12/3/2024	Mohamoud, Mohamed	Set-up laptop and get server.	1.3
12/4/2024	Berardi, Gianluca	Follow-up to CIBC and HSBC US regarding cheque details for [REDACTED]. Coordination with contractors for site visits.	2.1
12/5/2024	Berardi, Gianluca	On site in Alliston met with multiple contractors to inspect space and understand what would be required of work. Requested quotes from those interested. Touchpoint with internal team on [REDACTED]. Drafted R&D and form 2456(2) (BIA) for P. Reynolds review.	10.1
12/6/2024	Casey, Brian	Server setting discussion and meeting.	1.0
12/6/2024	Berardi, Gianluca	On site in Alliston. Met with contractors to show damages and obtain timeline for quotes. Further work done on [REDACTED].	6.1
12/6/2024	Mohamoud, Mohamed	[REDACTED].	2.2
12/9/2024	Mohamoud, Mohamed	[REDACTED].	8.2
12/9/2024	Casey, Brian	Meetings / Server setup/ Delivery.	1.0
12/9/2024	Berardi, Gianluca	Continuation of [REDACTED] including analysis.	10.3
12/10/2024	Conorton, Laura	Reviewing of incoming wire, account and banking information with team. Correspondence on incoming wire.	0.3
12/10/2024	Mohamoud, Mohamed	[REDACTED].	8.1



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
12/10/2024	Casey, Brian	Meetings / Server setup/ Delivery.	1.0
12/10/2024	Berardi, Gianluca	Discussion regarding closing of 256 Victoria and final steps. Touchpoint with internal team on [REDACTED]. Continuation of [REDACTED] including analysis. Drafted deposit information from Ram.	9.4
12/11/2024	Conorton, Laura	Correspondence with team and reviewing communication on receipt of funds and next steps. Reviewing previously paid invoice and providing account printout and details.	0.3
12/11/2024	Mohamoud, Mohamed	[REDACTED].	7.3
12/11/2024	Casey, Brian	Meetings / Server setup/ Delivery.	1.0
12/11/2024	Berardi, Gianluca	Continuation of [REDACTED] for analysis. Questions sent K. Hu regarding investigation. Worked on [REDACTED].	9.7
12/12/2024	Mohamoud, Mohamed	[REDACTED].	7.7
12/12/2024	Casey, Brian	Meetings / Server setup/ Delivery.	1.0
12/12/2024	Berardi, Gianluca	Continuation of [REDACTED]. Continued analysis on [REDACTED]. Coordination with [REDACTED].	7.4
12/13/2024	Casey, Brian	Meetings / Server setup/ Delivery.	1.0
12/13/2024	Berardi, Gianluca	Continuation of [REDACTED]. Discussion with Capo Clark on property sale.	3.0
12/16/2024	Conorton, Laura	Printing reports for Antamex accounts, correspondence with bank on printout for 256 Victoria account.	0.3
12/16/2024	Brown, Rose	Trust Banking Adm - Pull Summary and Detail GL and reconcile accounts and sent to G. Berardi.	0.4
12/16/2024	Mohamoud, Mohamed	[REDACTED].	7.3



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
12/16/2024	Casey, Brian	Meetings / Server setup/ Delivery / Various Support tasks.	1.0
12/16/2024	Berardi, Gianluca	Continuation of [REDACTED]. Touchpoint with S. Corcran (B. Riley) on process needed for [REDACTED]. Updated statement of R&D for P. Reynolds.	5.4
12/16/2024	Orvitz, Alexander	Export of PST.	0.5
12/16/2024	Reynolds, Philip	Updated security position report; review R&D; review [REDACTED].	2.0
12/17/2024	Mohamoud, Mohamed	[REDACTED].	3.1
12/17/2024	Casey, Brian	Meetings / Server setup/ Delivery / Various Support tasks.	1.0
12/17/2024	Mohamoud, Mohamed	[REDACTED].	0.5
12/17/2024	Berardi, Gianluca	Continuation of [REDACTED]. Touchpoint with internal team on progress. Discussion with G. Schmidt and S. Corcoran regarding Jonas. Discussion with forensics on extracting AP email. Discussion with P. Reynolds on revised statement of R&D. Extracting info off server.	8.9
12/17/2024	Orvitz, Alexander	Export of PST finished, imaged and evid management, set up and upload to share file.	1.5
12/18/2024	Mohamoud, Mohamed	[REDACTED].	7.9
12/18/2024	Dew, Todd	Bank reconciliations.	1.8
12/18/2024	Casey, Brian	Meetings / Server setup/ Delivery / Various Support tasks.	1.0
12/18/2024	Berardi, Gianluca	Continuation of [REDACTED]. Discussion with security on closing date. Drafted numerous requisitions for payments. Sent K. Hu listing for [REDACTED].	7.7
12/19/2024	Casey, Brian	Meetings / Server setup/ Delivery / Various Support tasks.	1.0
12/19/2024	Conorton, Laura	Sorting, scanning, filing and distributing mail to team. Preparing documentation for the processing of wire payments to Perkins and Blake, cheque payments to contractors and fire, trust administration and banking, filing. Scanning cheque for receipt voucher.	2.1



Appendix #2
Work performed to January 13, 2025

Date	Name	Narrative	Hours
12/19/2024	Mohamoud, Mohamed	[REDACTED]	0.5
12/19/2024	Berardi, Gianluca	Discussion with Rogers on outstanding bill. Continuation of [REDACTED]. Discussion with internal team on status. Reach out to C. Chow for additional bank statements needed.	4.7
12/19/2024	Leung, Warren	Review and approve disbursements.	0.3
12/19/2024	Mohamoud, Mohamed	[REDACTED]	7.2
12/20/2024	Mohamoud, Mohamed	[REDACTED]	0.5
12/20/2024	Berardi, Gianluca	Discussion with internal team before holidays on plan to get items completed [REDACTED].	5.5
12/20/2024	Dew, Todd	Bank reconciliations.	0.2
12/20/2024	Mohamoud, Mohamed	[REDACTED]	7.3
12/30/2024	Berardi, Gianluca	Dropped off 256 Victoria Keys to Capo Clark office for purchaser of 256 Victoria property. Various correspondence with P. Reynolds, Blakes, and Capo Clark confirming wire details, access etc.	2.7
12/31/2024	Berardi, Gianluca	Notified Enbridge and security of exit from 256 Victoria Property.	0.5
1/2/2025	Casey, Brian	Server data monitoring and review of onsite equipment.	0.5
1/2/2025	Alleyne, Jaylon	Discussion with G. Berardi re: sale of Alliston property and necessary property items.	0.5
1/2/2025	Berardi, Gianluca	Notified Alectra, Rogers, Township of New Tecumseth and Chubb of exit from 256 Victoria Property.	2.3
1/5/2025	Berardi, Gianluca	Emails sent to Capo Clark regarding property.	0.2
1/6/2025	Mohamoud, Mohamed	[REDACTED]	8.2
1/6/2025	Berardi, Gianluca	Drafted cheque requisitions for disbursements to be made. Discussion with the purchaser over alarm notification of received at 256 property. Responded to queries in Antamex inbox. Reviewed mail received. Drafted multiple deposit requestions.	6.5



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
1/7/2025	Conorton, Laura	Reviewing insolvency website and providing details/updates to team. Obtaining reports for 2024 HST returns.	1.2
1/7/2025	Leung, Warren	Insurance matters; payment approval.	0.5
1/7/2025	Brown, Rose	Trust Banking Adm - Deposit. Input in Ascend Wire received in Dec/24 and scan documents & file. Document report request for HST returns with L. Conorton.	0.9
1/7/2025	Mohamoud, Mohamed	[REDACTED].	5.5
1/7/2025	Berardi, Gianluca	Correspondence with Blakes for final documents of Alliston sale. Drafted [REDACTED] for Antamex and 256 Victoria from March-December. Began drafting updated statement of R&D. Discussion with internal team on status of [REDACTED].	7.1
1/8/2025	Conorton, Laura	Coordination with team on [REDACTED]. Obtaining bank balances.	0.7
1/8/2025	Brown, Rose	[REDACTED].	0.3
1/8/2025	Leung, Warren	Correspondence re insurance with G. Berardi.	0.2
1/8/2025	Casey, Brian	Data Review / Validation / Extraction.	1.0
1/8/2025	Mohamoud, Mohamed	[REDACTED].	4.4
1/8/2025	Berardi, Gianluca	Finalization of [REDACTED]. Continuation of statement of R&D update. Discussion with S. Corcoran on queries for from [REDACTED]. Email correspondence with R. Williams on [REDACTED].	8.7
1/8/2025	Berardi, Gianluca	Drafted cheque request and deposits to convert USD to CAD for all accounts as per P. Reynolds request. Queries sent to [REDACTED].	0.1
1/9/2025	Conorton, Laura	Preparing bank transfer documentation from USD to CAD accounts. Coordination with team, obtaining signatures, [REDACTED]. Preparing wire to Rogers, cheques to FCA and Torcon.	2.0
1/9/2025	Leung, Warren	Insurance matters; payment approval.	0.5



Appendix #2

Work performed to January 13, 2025

Date	Name	Narrative	Hours
1/9/2025	Mohamoud, Mohamed	[REDACTED]. Discussion with internal team on status of [REDACTED].	2.6
1/9/2025	Berardi, Gianluca	Discussion with internal team on status of [REDACTED]. Continuation of [REDACTED].	7.7
1/10/2025	Brown, Rose	Review and pull reports and discuss with L. Conorton.	0.3
1/10/2025	Conorton, Laura	Completing transfers for 5 accounts, manual calculations for recording. Obtaining GL and TB reports for 9 accounts. Correspondence with team and bank on transfers.	2.5
1/10/2025	Berardi, Gianluca	Continuation of [REDACTED]. Queries sent for review. Discussion with RW, PR and Blakes on outstanding items. Discussion with [REDACTED] on GL's for updated statement of R&D. Discussions with L. Conorton regarding transfers.	5.7
Total			625.1



Appendix #3
Out of pocket Expenses

Description	Amount
Fuel/Car Rental/Taxi/Rideshare/Taxi	4,714.62
Personal Car Mileage/Parking	501.13
Tolls/Road Charges	3,349.81
Telephone	36.07
Mailing	68.51
AFT Hosting August to November 2024	16,424.91
Total	25,095.05



ATTN: Adam Smith
Export Development Canada
3400 - 155 Wellington St. W.
Toronto ON M5V 3H1
Canada

Invoice 8005952990

Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: April 23, 2025
Client No.: 1131829
WBS#: EXP01011
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001
QST Registration: 1000870419TQ0002

For professional services rendered

Fees

Professional services rendered by Deloitte Restructuring Inc. in its capacity as court-appointed Receiver of Antamex Industries ULC, for the period to March 28, 2025.

Please see attached appendices for details.

HST applicable	124,885.00
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Expense

HST applicable	6,899.40
Administrative Expense	8,741.95

Sales Tax

HST at 13.00 %	18,268.43
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Total Amount Due (CAD)	158,794.78
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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.

Use the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Export Development Canada	1131829	8005952990	158,794.78	Payment for invoice 8005952990

Contact:

Please send payment confirmation by email to: receivablesdebiturs@deloitte.ca, and reference the invoice number(s) paid

Payment Options

1. EFT Payments(remittance email mandatory) :

Preferred Method

[REDACTED]			
[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2. Wire Payment :

[REDACTED]			
[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]

Note: Intermediary Bank information may not be required for payments coming from outside the US

3. Online Payment :

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the seven digits of the Client No. shown above.

Please note we do not accept Interac e-Transfers.

4. Cheque payments, please mail to :

For CAD Dollar (\$) Payments :
 DELOITTE MANAGEMENT SERVICES LP
 c/o T04567C
 PO Box 4567, Stn A
 Toronto ON M5W 0J1

For USD Dollar (\$) Payments :
 DELOITTE MANAGEMENT SERVICES LP
 c/o T04567U
 PO Box 4567, Stn A
 Toronto ON M5W 0J1



Appendix #3
Out of pocket Expenses

Description	Amount
Telephone	23.99
Mailing	305.47
AFT Hosting January 2025 and February 2025	6,569.94
Total	6,899.40



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Reynolds, Philip	Partner	18.8	775.00	14,570.00
Leung, Warren	Director	1.3	675.00	877.50
Williams, Richard	Director	0.0	675.00	-
Casey, Brian	Senior Manager	6.0	550.00	3,300.00
Brown, Rose	Manager	6.2	475.00	2,945.00
Conorton, Laura	Consultant	21.4	275.00	5,885.00
Berardi, Gianluca	Senior	260.7	350.00	91,245.00
Hong, Matthew	Senior	0.1	350.00	35.00
Dew, Todd	Senior	5.3	350.00	1,855.00
Mohamoud, Mohamed	Senior	4.3	350.00	1,505.00
Pan, Shawn	Analyst	9.7	275.00	2,667.50
Total Professional Hours and Fees		333.8		124,885.00
Out-of-pocket Expenses				6,899.40
Total Fees and Expenses (CAD)				131,784.40



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
1/7/2025	Reynolds, Philip	Review [REDACTED] drafted by Blakes; emails related to same.	0.50
1/8/2025	Reynolds, Philip	Prepare for and attend call with EDC/B. Riley.	1.00
1/13/2025	Berardi, Gianluca	Updated statement of R&D for P. Reynolds following sale of 256 Victoria entity.. Questions sent to K. Hu regarding [REDACTED]. Continued with [REDACTED]. Paused [REDACTED].	7.40
1/14/2025	Berardi, Gianluca	Reviewed responses from Krista received. Reviewed Antamex mail received. Drafted disbursement requests for disbursements. Queries sent to Elena regarding mail received.	1.60
1/15/2025	Conorton, Laura	Various reporting.	0.20
1/15/2025	Casey, Brian	Re-extraction of VM images for backup.	1.00
1/15/2025	Berardi, Gianluca	Review of [REDACTED]. Inquiry with [REDACTED] and shared with R. Williams.	4.50
1/15/2025	Reynolds, Philip	Discussion with Faskens / EDC / Blakes re: upcoming hearing with Sureties re: \$2 million.	0.50
1/16/2025	Berardi, Gianluca	Pulling of [REDACTED]. Pulled [REDACTED]. Summary of [REDACTED] for R. Williams. Correspondence with Elena on queries.	3.50
1/17/2025	Conorton, Laura	Preparing documentation and processing wire payment to CBRE, 2 cheque requisitions and 2 signatures required.	0.60
1/17/2025	Berardi, Gianluca	Responded to queries from purchaser on the 256 Victoria property. Prepared disbursement requests for WL to review. Sent approvals to Trust team. Review of Antamex WIP and sent to P. Reynolds for review.	3.20
1/17/2025	Reynolds, Philip	Review Third Supplement to the Receivers' Third Report.	0.70
1/20/2025	Leung, Warren	Insurance matters.	0.50
1/20/2025	Conorton, Laura	Completion of wire from Friday for processing. Website updates.	0.70



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
1/20/2025	Berardi, Gianluca	Responses to Antamex mail received 3+ weeks due to backlog from Canada Post strike. Began filled out request for Service Canada and other responses from the mail received.	4.40
1/21/2025	Reynolds, Philip	Review GEN correspondence; emails re: same.	0.30
1/21/2025	Berardi, Gianluca	Continuation of review and responding to Antamex mail received from strike. Drafted disbursement requestions. Touchpoint with internal team on outstanding items. Began review of HST refund information and summary. Correspondence with Blakes.	6.00
1/22/2025	Berardi, Gianluca	Review of DRI invoice. Correspondence with [REDACTED]. Correspondence with purchaser of 256 Victoria on queries. Various correspondence with Blakes.	7.30
1/23/2025	Casey, Brian	[REDACTED].	0.50
1/23/2025	Berardi, Gianluca	Summary of [REDACTED] finalized and sent to R. Williams for review along with queries. Queries sent to Platinum on asset sales-HST. Further correspondence with purchaser of 256 Victoria over queries.	7.20
1/24/2025	Brown, Rose	Estate administration - Scan and send mail to the team.	0.30
1/24/2025	Hong, Matthew	Call with G. Berardi re. [REDACTED]	0.10
1/24/2025	Reynolds, Philip	Review Fourth Report of Receiver.	1.20
1/24/2025	Berardi, Gianluca	Discussion with Platinum on HST. Correspondence with Rogers on returning equipment located in Alliston. Various communication with Blakes/ P. Reynolds/R. Williams on the 4th report of receiver. Query sent to [REDACTED]. Call with M. Hong re. CRA.	5.30
1/27/2025	Brown, Rose	Review online banking report for cashed cheque and reply to G. Berardi.	0.10
1/27/2025	Berardi, Gianluca	Review of numerous Antamex mail received. Discussion with [REDACTED] and appropriate follow up. Review of latest receivers report.	5.20
1/27/2025	Reynolds, Philip	Review Receiver's 4th report (RBC distribution motion).	1.00
1/28/2025	Conorton, Laura	Reviewing cheques issued from account and reconciling with online bank account to confirm status. Preparing document for stop payment.	0.80



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
1/28/2025	Casey, Brian	Review of servers and contents prepping for ewasting/storage.	1.00
1/28/2025	Berardi, Gianluca	Review of Antamex mail received. Discussion with Enbridge on bill received despite closed account. Followed up with purchaser to contact Enbridge. Discussion with Wendy form CRA regarding notices received. documents sent to Elena to review.	6.70
1/29/2025	Conorton, Laura	Confirming transaction information for stop payment, and processing with bank. Trust administration and filing.	0.50
1/29/2025	Casey, Brian	Review of servers and contents prepping for ewasting/storage.	1.00
1/29/2025	Berardi, Gianluca	Discussion with Platinum assets on HST.	0.30
1/30/2025	Conorton, Laura	Preparing cheque payment to FCA as a part of processed stop payment request.	0.30
1/30/2025	Dew, Todd	Bank reconciliations.	1.80
1/30/2025	Berardi, Gianluca	Drafted numerous disbursement requisitions sent to Warren for review. Discussion with Blakes on outstanding documents.	2.10
1/30/2025	Reynolds, Philip	Review of various documents and appropriate correspondence.	1.00
1/31/2025	Brown, Rose	Scan Mail and send to the team.	0.20
1/31/2025	Berardi, Gianluca	Attendance in court regarding approvals for bankruptcy and disbursement to RBC secured interest. Drafting requisition for approval. Making amendments following discussion with P. Reynolds. Follow-up with Blakes to provide court order.	4.70
1/31/2025	Berardi, Gianluca	Numerous discussions with [REDACTED], RBC and Dentons regarding the payment to RBC.	0.60
1/31/2025	Conorton, Laura	Facilitation of wire to Dentons, coordination with bank for last minute processing and with team on details. Waiting on confirmation from bank as requested.	1.50
2/3/2025	Conorton, Laura	Trust administration and filing of wire processed on Jan 31/25. Producing documents for processing wire payment to DRI, trust administration and banking	1.00
2/3/2025	Brown, Rose	Trust Banking administration - Disbursement cheques.	0.70
2/3/2025	Reynolds, Philip	Attend Sureties Hearing (\$2MM).	3.00



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
2/3/2025	Berardi, Gianluca	Attendance at court hearing regarding dispute with sureties. Drafted requisition for payment. Review of Antamex mail received and responded to queries appropriately. Response to property purchaser on site cameras. Discussion with Enbridge on closed account.	6.30
2/4/2025	Brown, Rose	Trust Bank Administration - Cheque signed and send out in the mail.	0.20
2/4/2025	Conorton, Laura	Website updates. Preparing documents for processing wire payment to DRI, trust administration, banking and correspondence with bank.	1.00
2/4/2025	Casey, Brian	E-waste / offsite discussions and documenting servers and work product.	1.00
2/4/2025	Berardi, Gianluca	Discussion with internal team on bankruptcy process and necessary information. Responses sent to Barapp law from query received.	0.90
2/5/2025	Brown, Rose	Trust Banking Adm - Revised Utility Disbursement request and prepare cheques, have signed and mail out.	0.40
2/5/2025	Leung, Warren	Insurance matters; team correspondences; review and approve operating expenses.	0.50
2/5/2025	Conorton, Laura	Preparing documentation and printing reports to close 4 USD accounts.	1.20
2/5/2025	Casey, Brian	E-waste / offsite discussions and documenting servers and work product.	1.00
2/5/2025	Berardi, Gianluca	Discussion with team on outstanding items for the estate. Communication with Blakes regarding [REDACTED]. Discussion with forensics on storing servers at Iron Mountain. Call/email Pennsylvania Department. of Labor on account close. Call/email Pitney bowes account close.	3.20
2/6/2025	Conorton, Laura	Adjusting forms for account closures and obtaining signature, forwarding over to bank for processing.	0.60
2/6/2025	Brown, Rose	Scan Mail received Mon to Wed and send to the Team.	0.30
2/6/2025	Berardi, Gianluca	Review of Antamex mail received and response. Gathering and summarizing all GST/HST information for P. Reynolds to review. Responses to numerous queries in Antamex inbox.	3.10
2/7/2025	Conorton, Laura	Printing reports and statements for all accounts for team. Correspondence with bank on closing accounts	0.80



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
2/7/2025	Brown, Rose	Trust Banking - Obtain Investment Terms and Rate from RBC and send to the team.	0.30
2/7/2025	Berardi, Gianluca	Discussion with [REDACTED] on [REDACTED]. Discussion with Scarlett Forest from Iron Workers on WEPP. Began compiling information for bankruptcies. Worked on latest R&D for Antamex.	5.00
2/10/2025	Berardi, Gianluca	Pulling information [REDACTED]. Drafted disbursement req's for approval. Answered queries in Antamex inbox.	5.10
2/10/2025	Reynolds, Philip	Review R&D; review accounting for HST and prepared returns; discuss internally.	1.50
2/11/2025	Berardi, Gianluca	Discussion with Blakes regarding W2 information from ADP. Follow-up with ADP to address concern. Discussion with RS regarding information needed for [REDACTED]. Continued pulling information for [REDACTED].	4.40
2/12/2025	Brown, Rose	Prepare & send schedules of creditors listing from the Receivership to G. Berardi. Scan mail received and sent to the team.	2.50
2/12/2025	Casey, Brian	Cataloging / Review of Hardware for offsite storage.	0.50
2/12/2025	Berardi, Gianluca	Finalized [REDACTED] for R. Williams and shared.	1.30
2/13/2025	Brown, Rose	Scan mail received and sent to the team.	0.10
2/13/2025	Berardi, Gianluca	Provided analysis to Scarlett Forest as requested regarding [REDACTED]. Review of Antamex mail received. Responded to query in Antamex mailbox.	2.10
2/14/2025	Berardi, Gianluca	Review of various Antamex mail received and sent accordingly follow-ups required.	1.50
2/14/2025	Reynolds, Philip	Review [REDACTED]; provide input into upcoming process and related requirements.	1.50
2/18/2025	Berardi, Gianluca	Initial review of [REDACTED] from Caitlin with review.	1.50
2/19/2025	Brown, Rose	Scan mail received and send to Team.	0.30
2/19/2025	Dew, Todd	Bank reconciliations	1.50



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
2/19/2025	Berardi, Gianluca	[REDACTED] discussion with P. Reynolds including next steps. Correspondence with Blakes on [REDACTED]. Performed analysis following discussion. Review of Antamex mail received.	6.60
2/19/2025	Reynolds, Philip	Review materials, discuss with Blakes the [REDACTED].	1.00
2/20/2025	Conorton, Laura	Providing account balances, reports to team. Inputting accruals into Ascend for transfer of funds to close USD accounts.	0.80
2/21/2025	Berardi, Gianluca	[REDACTED] discussion with Blakes including next steps. Initial working on those steps. Review of Antamex mail received.	2.30
2/24/2025	Berardi, Gianluca	Various emails between Blakes, [REDACTED] and internal team. Responses to B. Riley queries regarding the bankruptcy information.	1.50
2/24/2025	Reynolds, Philip	Call with EDC.	0.50
2/25/2025	Conorton, Laura	Monitoring online account for incoming wire, correspondence with team. Reviewing bank account closures and amounts transferred, correspondence with RBC on verifying amounts and fees	0.60
2/26/2025	Conorton, Laura	Preparing cheque payment to B Riley Farber. Reviewing inquiry from team on receipt from Aug/24, obtaining and providing details. Trust administration and banking.	0.70
2/26/2025	Conorton, Laura	Finalizing bank account closures and transfers. Recording details in Ascend for rec/disb of acct balances. Calculating exchange rates and recording descriptions. Trust administration and filing. Website updates.	1.50
2/26/2025	Berardi, Gianluca	Drafted disbursement req for B. Riley fees. Various emails with internal team and Blakes. Response to further queries from B. Riley related to the bankruptcy. Work on analysis related to [REDACTED].	2.40
2/26/2025	Reynolds, Philip	Discussions with Blakes re: [REDACTED].	0.80
2/27/2025	Conorton, Laura	Reviewing request to have new bank accounts open with RBC. Reviewing request for W8 forms from team and responding.	0.60
2/27/2025	Pan, Shawn	Filling out the Bank statement summary for [REDACTED].	3.40



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
2/27/2025	Berardi, Gianluca	Discussions with internal team on outstanding work. Finalized [REDACTED] sent to [REDACTED] for review.	7.10
2/27/2025	Reynolds, Philip	Receiver's group status update [REDACTED]; review a [REDACTED]; discuss with Blakes.	2.20
2/28/2025	Conorton, Laura	Website updates.	0.20
2/28/2025	Pan, Shawn	Filling out the [REDACTED].	3.10
2/28/2025	Berardi, Gianluca	Communication with R. Williams and Blakes on W-8 form. Correspondence with Blakes on [REDACTED]. Worked on analysis of [REDACTED].	6.70
3/3/2025	Conorton, Laura	Correspondence with bank on opening accounts, preparing documentation and setting up accounts in Ascend with notation. Finalizing docs for bank recs/accounts closing. Reviewing accounts for incoming wire amounts and recording in Ascend.	1.80
3/3/2025	Pan, Shawn	Filling out Bank Statement Summary.	3.20
3/3/2025	Berardi, Gianluca	Various touchpoints with [REDACTED]. Answered queries on former employees T4's. Coordination with pulling information regarding subcontractors of Antamex for draft claims process order and report. Summary of [REDACTED].	8.70
3/4/2025	Conorton, Laura	Sorting and labelling mail on Q drive, providing to team.	0.30
3/4/2025	Berardi, Gianluca	Various touchpoints with Blakes regarding information needed for the Draft Claims Process Order and Report, pulled numerous reports off of Jonas server. Responded to queries in Antamex inbox.	8.90
3/5/2025	Berardi, Gianluca	Antamex [REDACTED]. Various email touchpoints following discussion. Discussion with [REDACTED] on incoming wires from sureties.	5.50
3/6/2025	Conorton, Laura	Reviewing account for incoming wires, providing printout to team.	0.20



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
3/6/2025	Berardi, Gianluca	Correspondence with Connie from RBC for information needed regarding cheque deposits. Same queries with HSBC US. Filed Wepp Claim received. Continuation with [REDACTED].	4.60
3/7/2025	Conorton, Laura	Recording details of incoming wires, trust administration.	0.40
3/7/2025	Berardi, Gianluca	Continuation with [REDACTED]. Email correspondence with R. Williams on [REDACTED].	6.90
3/10/2025	Conorton, Laura	Preparing documents for processing wire payment to Perkins Coie and Blakes, adjusting GL's, entering multiple invoices for payment, trust administration and banking.	1.10
3/10/2025	Berardi, Gianluca	Responded to various queries (WEPP, Outstanding balances) in Antamex inbox. Review of [REDACTED]. Queries sent to Connie at RBC for deposit images. Drafted various disbursement reqs.	6.10
3/11/2025	Leung, Warren	Payment approvals.	0.30
3/11/2025	Conorton, Laura	Trust administration and following up on wire requests. Trust admin filing	0.20
3/11/2025	Brown, Rose	Trust Banking - Disbursement cheques	0.50
3/11/2025	Berardi, Gianluca	Continuation of [REDACTED]. Various discussions with internal team.	6.30
3/12/2025	Conorton, Laura	Updating wire request form initiated Monday, correspondence with team on completion of wire. Finalizing wire, administration of recording and filing documents	0.50
3/12/2025	Berardi, Gianluca	Discussion with Barapp Law regarding former employee request. Discussion with Scarlett Forest regarding WEPP. Discussion with R. Williams on [REDACTED]. Emails with B. Riley on bankruptcy information.	5.30
3/13/2025	Brown, Rose	Scan and send mail to team.	0.20
3/13/2025	Berardi, Gianluca	Discussion with internal team, Blakes, and B. Riley on all key items [REDACTED]. Continuation of cost tracing exercise. Discussion with former employees Krista and Elena on different capabilities of Jonas.	6.50
3/13/2025	Berardi, Gianluca	Pickup additional Jonas laptop from B. Riley. Call with DS Lawyers Canada.	3.10



Appendix #2

Work performed to March 28, 2025

Date	Name	Narrative	Hours
3/13/2025	Reynolds, Philip	Discussion with Blakes re: [REDACTED]; follow up emails re: same.	1.00
3/14/2025	Berardi, Gianluca	Return of Jonas laptop to B. Riley. Continuation of [REDACTED] and discussion with internal team on progress. Drafted various disbursement requisitions related to fees and retainer for bankruptcy.	7.20
3/14/2025	Conorton, Laura	Preparing wire documents for wires to Blakes, B Riley x2, trust administration and banking. Multiple invoices, cheque req's, formatting, double signatures. Correspondence with team.	1.70
3/17/2025	Conorton, Laura	Verifying GL codes and confirming court documents for wire payments.	0.30
3/17/2025	Berardi, Gianluca	Continuation of [REDACTED]. Discussion with internal team on progress. Extended mail forwarding service. Discussion with Sara from B. Riley regarding bankruptcies.	8.20
3/18/2025	Conorton, Laura	Sorting and filing mail. Processing cheque payments to B Riley, trust administration and banking.	1.00
3/18/2025	Berardi, Gianluca	Continuation of [REDACTED]. Discussion with Blakes on progress and required changes to tieout.	9.20
3/19/2025	Berardi, Gianluca	Continuation of [REDACTED]. Various touchpoints with Blakes on claims forms and 5th report of receiver.	9.10
3/19/2025	Reynolds, Philip	Detailed review of [REDACTED].	1.10
3/20/2025	Berardi, Gianluca	Continuation of [REDACTED] and touchpoint with broader team on status and next steps following meeting. Review of Antamex inbox.	2.30
3/21/2025	Berardi, Gianluca	Continuation of [REDACTED] and making changes as discussed with team. Review of Antamex mail received. Filed various HST returns. Drafted various disbursement reqs.	4.80
3/24/2025	Conorton, Laura	Printing online accounts and correspondence with bank for online account printouts for team.	0.30
3/24/2025	Berardi, Gianluca	Drafted of various cheque requestions. Queries answered regarding bankruptcy. Continuation of [REDACTED].	8.60


Appendix #2
Work performed to March 28, 2025

Date	Name	Narrative	Hours
3/25/2025	Brown, Rose	Scan mail and send to the Team.	0.10
3/25/2025	Berardi, Gianluca	Continuation of [REDACTED]. Responded to queries in Antamex inbox.	8.20
3/26/2025	Dew, Todd	Bank reconciliations	2.00
3/26/2025	Berardi, Gianluca	Coordination with Blakes and internal team on the [REDACTED]. Queries Continuation of [REDACTED].	6.10
3/27/2025	Mohamoud, Mohamed	Organize and prepare claims package and creditor mailing list for mailing.	2.20
3/27/2025	Berardi, Gianluca	Continued coordination with Blakes and internal team on the [REDACTED]. Queries Continuation of [REDACTED].	3.10
3/28/2025	Mohamoud, Mohamed	Organize and mail claims package and creditor mailing list for mailing.	2.10
3/28/2025	Berardi, Gianluca	Emailing of service list regarding claims process. Responded to queries in Antamex inbox,	1.00
Total			333.8


Invoice 8006187335
Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: Adam Smith
Export Development Canada
3400 - 155 Wellington St. W.
Toronto ON M5V 3H1
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: June 24, 2025
Client No.: 1131829
WBS#: EXP01011
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001
QST Registration: 1000870419TQ0002

For professional services rendered
Fees

Professional services rendered by Deloitte Restructuring Inc. in its capacity as court-appointed Receiver of Antamex Industries ULC, for the period to May 30, 2025.

Please see attached appendices for details.

HST applicable 127,895.00

Expense

Out of pocket Expenses

HST applicable 9,866.87

Administrative Expense 8,952.65

Sales Tax

HST at 13.00 % 19,072.89

Total Amount Due (CAD) 165,787.41

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.



Invoice Number 8006187335

June 24, 2025

249

Use the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Export Development Canada	1131829	8006187335	165,787.41	Payment for invoice 8006187335

Please send payment confirmation by email to: receivablesdebitours@deloitte.ca, and reference the invoice number(s) paid

Payment Options

1. EFT Payments(remittance email mandatory) :

Preferred Method

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Transit – Institution :

██████████

Account Number :

██████████

USD Payment

Transit – Institution :

██████████

Account Number :

██████████

2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Account Number :

██████████

Swift Code :

██████████

USD Payment, Beneficiary Bank (Bank of Nova Scotia) :

Account Number :

██████████

Swift Code :

██████████

Clearing Code :

██████████

Address: P.O. Box 4234 STN A, Toronto ON M4W 5P6

USD Payment, Intermediary Bank (Bank of America NA) :

Address: 222 Broadway, New York, NY 10038

Account Number :

██████████

Swift Code :

██████████

ABA Routing Number :

██████████

Note: Intermediary Bank information may not be required for payments coming from outside the US

3. Online Payment :

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the seven digits of the Client No. shown above.

Please note we do not accept Interac e-Transfers.

4. Cheque payments, please mail to :

For CAD Dollar (\$) Payments :

DELOITTE MANAGEMENT SERVICES LP
c/o T04567C
PO Box 4567, Stn A
Toronto ON M5W 0J1

For USD Dollar (\$) Payments :

DELOITTE MANAGEMENT SERVICES LP
c/o T04567U
PO Box 4567, Stn A
Toronto ON M5W 0J1



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Leung, Warren	Director	0.4	675.00	270.00
Casey, Brian	Senior Manager	2.5	550.00	1,375.00
Brown, Rose	Manager	1.7	475.00	807.50
Conorton, Laura	Consultant	8.7	275.00	2,392.50
Berardi, Gianluca	Senior	301.7	350.00	105,595.00
Hong, Matthew	Senior	0.0	350.00	-
Jacinto, Robert	Senior	6.0	350.00	2,100.00
Dew, Todd	Senior	0.0	350.00	-
Mohamoud, Mohamed	Senior	12.6	350.00	4,410.00
Pan, Shawn	Analyst	39.8	275.00	10,945.00
Total Professional Hours and Fees		373.4		127,895.00
Out-of-pocket Expenses				9,866.87
Total Fees and Expenses (CAD)				137,761.87



Appendix #2
Work performed to May 30, 2025

Date	Name	Narrative	Hours
3/31/2025	Berardi, Gianluca	Continuation of tracing exercise of receipts and disbursements to various Antamex jobs. Responded to queries regarding Antamex T4's.	6.30
4/1/2025	Conorton, Laura	Website updates.	0.40
4/1/2025	Berardi, Gianluca	Continuation of tracing exercise of receipts and disbursements to various Antamex jobs. Responded to queries in Antamex inbox. Initial preparation work for the continuation of [REDACTED]	8.70
4/2/2025	Conorton, Laura	Preparing six transfer requests between Antamex accounts, reviewing GL's, conversation with G. Berardi on coding and team on next steps. Reviewing request, determining and researching details not included in the requests.	2.30
4/2/2025	Berardi, Gianluca	Discussion with P. Reynolds regarding status of tracing exercise of receipts and disbursements and the allocations. Continuation of tracing exercise of receipts and disbursements to various Antamex jobs. Discussion with L. Conorton on various transfers.	7.50
4/3/2025	Conorton, Laura	Recording 6 transfers processed by RBC, updating all cheque and receipt requisitions and changing all descriptions for accurate recording and verbiage in Ascend. Processing transactions, trust administration and filing.	1.40
4/3/2025	Berardi, Gianluca	Discussion with [REDACTED] Continuation of tracing exercise of receipts and disbursements to various Antamex jobs. Sent finalized summary of cost tracing exercise to team for review.	7.80
4/4/2025	Conorton, Laura	Recording receipt of funds from March, verifying dates and correcting details.	0.40
4/4/2025	Berardi, Gianluca	Continuation of [REDACTED] Discussion with B. Riley bankruptcy proceedings. Discussion with various queries in Antamex inbox. Review of trust claims received to date.	4.20
4/7/2025	Berardi, Gianluca	Review and assessment of various Proof of Claims received through construction trust claim process. Attendance in First meeting of creditors for Antamex and 256 Victoria. Correspondence with R. Williams on EDC position. Drafted various requisitions for approval.	8.10
4/8/2025	Conorton, Laura	Preparing documents for processing wire payment to Perkins Coie, preparing cheques for contractor services. Trust administration and banking.	1.20



Appendix #2
Work performed to May 30, 2025

Date	Name	Narrative	Hours
4/8/2025	Berardi, Gianluca	Discussion with [REDACTED], etc. Correspondence with [REDACTED] Discussion with P. Reynolds on claims process and assessment of various claims received.	8.40
4/9/2025	Casey, Brian	Antamex, files server extract to HD.	0.50
4/9/2025	Pan, Shawn	Onboarding of [REDACTED]	3.20
4/9/2025	Berardi, Gianluca	Discussion with Stuart Olson regarding the claims process. Continued review of various [REDACTED] Walked S. Pan through the [REDACTED]	7.80
4/10/2025	Casey, Brian	Onsite (lab) server review	0.50
4/10/2025	Pan, Shawn	Review of invoices for [REDACTED]	4.20
4/10/2025	Berardi, Gianluca	Correspondence with Blakes on [REDACTED]. Continued review of claims received to date. Continued [REDACTED]	7.20
4/11/2025	Pan, Shawn	Review of invoices for [REDACTED]	6.40
4/11/2025	Berardi, Gianluca	Update call with R. Williams on status of the [REDACTED] Continued review of claims received to date. Continued review and assessment of the [REDACTED] Review of Antamex mail received. Drafting of RC342's for both estates for R. Williams required for the bankruptcy.	5.30
4/11/2025	Brown, Rose	Scan mail and sent to the team.	0.20
4/14/2025	Pan, Shawn	Review of [REDACTED]	5.60
4/14/2025	Berardi, Gianluca	Review of numerous trust claims received, responded to queries received in Antamex inbox. Continuation of the [REDACTED]	7.60
4/15/2025	Pan, Shawn	Review of [REDACTED]	4.60
4/15/2025	Berardi, Gianluca	Discussion with R. Williams on amendments required for the cost tracing exercise. Began working on the amendments required following the discussion. Review of trust claims received.	5.40



Appendix #2
Work performed to May 30, 2025

Date	Name	Narrative	Hours
4/16/2025	Pan, Shawn	Review of [REDACTED]	5.20
4/16/2025	Brown, Rose	Scan and send mail to the team.	0.20
4/16/2025	Berardi, Gianluca	Continuation of working on the amendments to the receipt/disbursement tracing exercise for prefiling collections for the trust claims. Review of trust claims received.	4.90
4/17/2025	Berardi, Gianluca	Continuation of working on the amendments to the receipt/disbursement tracing exercise for the trust claims. Review of trust claims received. Discussion of [REDACTED] and next steps with team.	8.20
4/21/2025	Berardi, Gianluca	Continuation of working on the amendments to the receipt/disbursement tracing exercise for the trust claims. Review of trust claims received and responded to queries over process.	7.60
4/22/2025	Berardi, Gianluca	Continuation of working on the amendments to the receipt/disbursement tracing exercise for the trust claims. Review of trust claims received and responded to queries over process. Review of [REDACTED]	5.60
4/23/2025	Berardi, Gianluca	Finalized the review of the amendments to the receipt/disbursement tracing exercise for the trust claims and shared with R. Williams for review. Review of trust claims received.	7.60
4/24/2025	Pan, Shawn	[REDACTED]	4.20
4/24/2025	Jacinto, Robert	Creating file listing of servers to be sent to Iron Mountain.	4.00
4/24/2025	Berardi, Gianluca	Review of various trust claims received, responded to numerous queries over support.	7.80
4/25/2025	Pan, Shawn	[REDACTED]	6.40
4/25/2025	Brown, Rose	Scan and send mailing to the team.	0.10
4/25/2025	Berardi, Gianluca	Review of various trust claims received as this was the bar claims date including initial review and discussion with Blakes over the [REDACTED] Discussion with Sutherland law on uploading proof of claim for Krisro (as package was too large).	5.30



Appendix #2
Work performed to May 30, 2025

Date	Name	Narrative	Hours
4/28/2025	Berardi, Gianluca	Following discussion with Blakes began reviewing the sureties Euler 600 page Proof of Claims to assess details of the claims and bucketing information. Discussion with [REDACTED]	6.20
4/29/2025	Berardi, Gianluca	Continuation of reviewing the sureties Euler 600 page Proof of Claims trust submission. Answered queries through the Antamex inbox.	7.40
4/30/2025	Conorton, Laura	Website updates	0.10
4/30/2025	Berardi, Gianluca	Continuation of reviewing the sureties Euler 600 page Proof of Claims trust submission. Answered queries through the Antamex inbox.	8.20
5/1/2025	Conorton, Laura	Preparing wire payments to Perkins Coie and DRI. Trust administration and banking	1.00
5/1/2025	Leung, Warren	Team update; billing matters.	0.40
5/1/2025	Brown, Rose	Scan mail rec'd and send to the team.	0.10
5/1/2025	Berardi, Gianluca	Finalized the review of the sureties Euler 600 page Proof of Claims trust submission and shared with the broader team for review. Drafted numerous disbursement reqs. Email sent to [REDACTED].	5.40
5/2/2025	Berardi, Gianluca	Continuation of [REDACTED]. Discussion with team on the Proof of Claims process.	5.40
5/2/2025	Conorton, Laura	Correspondence with team re GL allocations and corrections. Completion and finalizing of wire payment to DRI. Trust administration.	0.20
5/5/2025	Jacinto, Robert	Preparing servers for iron mountain.	2.00
5/5/2025	Berardi, Gianluca	Antamex Cost Tracing exercise Allocation discussion related to prefiling collections with R. Williams. Made initial updates to exercise as discussed. Review over Aviva (602 Pages) and Nationwide (1,112 pages) Proof of Claims received.	7.40
5/6/2025	Conorton, Laura	Correspondence with team and entering cheque received into Ascend, pending voucher and details.	0.20
5/6/2025	Brown, Rose	Scan mail rec'd and send to the team.	0.20



Appendix #2
Work performed to May 30, 2025

Date	Name	Narrative	Hours
5/6/2025	Berardi, Gianluca	Discussion with C. McIntyre regarding Antamex proof of claims. Sent US Proof of Claims for review. Continuation of Aviva (602 Pages) and Nationwide (1,112 pages) Proof of Claims review.	8.20
5/7/2025	Berardi, Gianluca	Deposit requisition related to Refund from CRA. Continuation of Aviva and Nationwide Proof of Claims review.	7.40
5/8/2025	Berardi, Gianluca	Finalized review of Aviva (602 Pages) and Nationwide (1,112 pages) Proof of Claims Received. Continuation of tracing exercise for commingled funds.	6.80
5/9/2025	Berardi, Gianluca	Continuation of tracing exercise for commingled funds from pre filing collections for trust claims process.	5.40
5/12/2025	Berardi, Gianluca	Continuation of tracing exercise for commingled funds from pre filing collections for trust claims process. Updates made to Aviva and Nationwide Proof of Claims. Responded to queries in the Antamex inbox.	7.70
5/13/2025	Berardi, Gianluca	Tracing exercise discussion with R. Williams following completion. Additional amendments made following discussion. Responded to queries in the Antamex inbox.	6.20
5/14/2025	Brown, Rose	Trust Banking - Deposit.	0.30
5/14/2025	Berardi, Gianluca	Antamex Proof of Claim discussion with R. Williams and C. McIntyre. Amendments made to tracker following discussion. Continuation of tracing exercise for commingled funds.	7.60
5/15/2025	Berardi, Gianluca	Finalized tracing exercise for commingled funds sent to review to the team. Initial preparation of notice of disallowances for Aviva, Nationwide and Euler.	8.20
5/16/2025	Berardi, Gianluca	Preparation of notices of disallowance for Aviva, Nationwide, and Euler.	5.50
5/20/2025	Berardi, Gianluca	Finalized the notices of disallowances for Aviva, Nationwide and Euler. Continuation with [REDACTED]	8.10
5/21/2025	Brown, Rose	Scan Mail rec'd and send to the team.	0.10
5/21/2025	Berardi, Gianluca	Amendments made to the notices of disallowances for Aviva, Nationwide and Euler following discussions. Continuation with [REDACTED]	7.80



Appendix #2
Work performed to May 30, 2025

Date	Name	Narrative	Hours
5/22/2025	Berardi, Gianluca	Amendments made following further review notices of disallowances for Aviva, Nationwide and Euler. Continuation with [REDACTED] Review of Kilmer Proof of Claims shared with C. McIntyre.	9.40
5/23/2025	Mohamoud, Mohamed	Prepare Claims Disallowance notices	3.50
5/23/2025	Brown, Rose	Scan Mail rec'd and send to the team.	0.10
5/23/2025	Casey, Brian	Data Collection statement/Collection	0.50
5/23/2025	Berardi, Gianluca	Finalized and shared documentation of [REDACTED]	6.10
5/26/2025	Conorton, Laura	Preparing documents for processing wires to Perkins Coie and Chipman, reviewing documentation and support. Trust administration and banking.	1.00
5/26/2025	Mohamoud, Mohamed	Prepared Proof of Claims disallowance forms for all other subcontractors.	6.90
5/26/2025	Brown, Rose	Scan mail rec'd, save on Q and send to the team.	0.10
5/26/2025	Berardi, Gianluca	Responded to queries from Scarlett Forest of Gibson and Barnes. Drafted various disbursement reqs for approval. Continuation of [REDACTED] Generated Cash receipt reports for C. McIntyre. Updates to sureties Notice of Disallowance.	8.10
5/27/2025	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.30
5/27/2025	Berardi, Gianluca	Responded to queries in Antamex inbox. Continuation of [REDACTED]	7.50
5/28/2025	Mohamoud, Mohamed	Continuation of drafting Trust Claims disallowance forms for other subcontractors.	2.20
5/28/2025	Casey, Brian	Coordination of external storage options for servers	0.50
5/28/2025	Berardi, Gianluca	Final amendments regarding sureties Proof of Claims and sent to sureties notifying them of disallowances. Continuation of [REDACTED] Review over CAD notice of disallowance from subcontractors.	6.80
5/29/2025	Casey, Brian	Coordination of external storage options for servers	0.50
5/29/2025	Berardi, Gianluca	Continuation of [REDACTED] Responded to queries in Antamex inbox. Discussion with B. Casey over Antamex servers.	7.10



Appendix #2
Work performed to May 30, 2025

Date	Name	Narrative	Hours
5/30/2025	Berardi, Gianluca	Responded to queries regarding Alumicor claim. Continuation of [REDACTED] Discussions with team regarding interim distributions. Discussion with M. Borgo of BLG regarding notices received.	6.50
5/30/2025	Conorton, Laura	Obtaining printouts for all accounts, correspondence with bank on investment, verifying accounts and calculating investments	0.50
Total			373.4



Appendix #3
Out of pocket Expenses

Description	Amount
Telephone	11.96
AFT Hosting March, April, May 2025	9,854.91
Total	9,866.87

This is **Exhibit “B”** referred to in the

Affidavit of Phil Reynolds

sworn before me by video conference
this 25th day of June, 2025



A Commissioner, etc.

EXHIBIT “B”

Timekeeper	Position	Hourly Rate	Total Hours
Alleyne, Jaylon	Analyst	\$275	6.3
Beradi, Gianluca	Senior	\$350	881.0
Brown, Rose	Manager	\$475	14.8
Casey, Brian	Senior Manager	\$550	60.0
Conorton, Laura	Consultant	\$275	58.1
Dew, Todd	Senior	\$350	11.1
Dowler, Kaley	Senior	\$350	4.0
Hong, Matthew	Senior	\$350	41.4
Jacinto, Robert	Senior	\$350	6.0
Leung, Warren	Director	\$675	4.3
Mohamoud, Mohamed	Senior	\$350	146.4
Orvitz, Alexander	Analyst	\$275	2.5
Pan, Shawn	Analyst	\$275	49.5
Pardinas, Elijah	Manager	\$475	1.0
Reynolds, Philip	Partner	\$775	36.4
Tang, Kobe	Analyst	\$275	9.5

Total Fees Billed:	\$487,705.00
Total Hours:	1,332.3
Average Hourly Rate:	\$366.06

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA
Applicant

- and -

ANTAMEX INDUSTRIES ULC
Respondent**ONTARIO**
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

AFFIDAVIT OF PHIL REYNOLDS
Sworn June 25, 2025**BLAKE, CASSELS & GRAYDON LLP**
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9**Caitlin McIntyre**, LSO #72306R
Tel: 416-863-4174
Email: caitlin.mcintyre@blakes.com

Lawyers for the Receiver

APPENDIX “J”

Court File No.: CV-24-00715153-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AFFIDAVIT OF LINC ROGERS

I, **Linc Rogers**, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a Partner at the law firm of Blake, Cassels & Graydon LLP ("**Blakes**"), counsel for Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as Receiver of all of the assets, undertakings and properties of Antamex Industries ULC ("**Antamex**") and 256 Victoria Street West (collectively, the "**Receiver**"), and as such have knowledge of the matters to which I hereinafter depose.
2. Deloitte was appointed as receiver and manager, without security, of all of the assets, undertakings and properties of Antamex by Amended and Restated Order (Appointing Receiver) dated March 13, 2024 (the "**Antamex Appointment Order**").

3. Deloitte was appointed as receiver and manager, without security, of all of the assets, undertakings and properties of 256 Victoria by Order (Appointing Receiver) dated April 23, 2024 (the “**256 Victoria Appointment Order**”, and together with the Antamex Appointment Order, the “**Appointment Orders**”), in Ontario Superior Court of Justice (Commercial List) application bearing Court File No. CV-718718-00CL (the “**256 Victoria Receivership Proceeding**”). The within receivership proceeding and the 256 Victoria Receivership Proceeding are being heard together. As such, this affidavit is being sworn in support of the motion by the Receiver for, among other things, approval of its fees and disbursements and those of its legal representatives in both receivership proceedings and for no other purpose.

4. Pursuant to the terms of the Appointment Orders, the Receiver retained Blakes to advise it with regards to the matters related to its appointment and the performance of its duties and powers.

5. Paragraph 19 of the Appointment Orders provides that the Receiver and counsel to the Receiver are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges. Paragraph 20 of the Appointment Orders provides that the Receiver and its legal counsel shall pass their accounts from time to time.

6. Blakes’ fees and disbursements for the period from March 5, 2024 to August 31, 2024 were passed and approved by the Approval, Vesting and Ancillary Relief Order of Justice Kimmel dated October 2, 2024.

7. Blakes’ fees and disbursements for the period from September 1, 2024 to May 31, 2025 (the “**Period**”) are summarized in the invoices rendered to the Receiver (the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Blakes, and are calculated based on Blakes’ standard rates

and charges. The Invoices contain information and advice over which privilege is asserted, and which privilege is not waived. As a result, redacted copies of the Invoices and a summary of the Invoices are attached hereto and marked as **Exhibit "A"**. Copies of all, complete Invoices have been provided to the Receiver.

8. As set out in the summary included at Exhibit "A", Blakes expended a total of 749.4 hours for this matter at an average hourly rate of \$819.95.

9. Attached hereto and marked as **Exhibit "B"** is a summary of the lawyers whose services are reflected on the Invoices, including year of call, hourly rate and the total fees and hours billed.

10. The total amount being claimed for the work performed by Blakes for the Period is \$696,617.76, including \$614,469.50 for fees, \$446.01 for disbursements subject to HST, \$1,763.20 for disbursements not subject to HST, and \$79,939.05 for HST.

11. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other purpose.

SWORN BEFORE ME

☒ in person OR ☐ by video conference
at the City of Toronto on June 25, 2025



A Commissioner for Taking Affidavits, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2027.



LINC ROGERS

This is **Exhibit “A”** referred to in the

Affidavit of Linc Rogers

sworn before me
this 25th day of June, 2025



A Commissioner, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2027.

Invoice No.	Period Ending	Fees	Disb. Subject to HST	Disb. Not Subject to HST	Subtotal	HST	Total	Hours
2474939	September 30, 2024	\$95,896.50	\$27.95	\$23.35	\$95,947.80	\$12,470.18	\$108,417.98	135.9
2483251	October 31, 2024	\$59,305.50	\$0.00	\$339.00	\$59,644.50	\$7,709.72	\$67,354.22	70.7
2486201	November 30, 2024	\$91,651.50	\$0.00	\$0.00	\$91,651.50	\$11,914.70	\$103,566.20	109.7
2493055	December 31, 2024	\$65,886.50	\$0.00	\$0.00	\$65,886.50	\$8,565.25	\$74,451.75	79.3
2498236	January 31, 2025	\$95,236.00	\$336.35	\$383.85	\$95,956.20	\$12,424.41	\$108,380.61	112.5
2502601	February 28, 2025	\$55,185.50	\$81.71	\$678.00	\$55,945.21	\$7,184.74	\$63,129.95	59.0
2508497	March 31, 2025	\$47,703.00	\$0.00	\$0.00	\$47,703.00	\$6,201.39	\$53,904.39	59.8
2515037	April 30, 2025	\$55,549.50	\$0.00	\$339.00	\$55,888.50	\$7,221.44	\$63,109.94	70.8
2520194	May 31, 2025	\$48,055.50	\$0.00	\$0.00	\$48,055.50	\$6,247.22	\$54,302.72	51.7
	Totals:	\$614,469.50	\$446.01	\$1,763.20	\$616,678.71	\$79,939.05	\$696,617.76	749.4

Page 1



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9 Canada
 Tel: 416-863-2400 Fax: 416-863-2653

INVOICE

Please write invoice
 number(s) on cheque

October 17, 2024

Deloitte Restructuring Inc.
 Bay Adelaide East
 8 Adelaide Street West
 Suite 200
 Toronto, ON M5H 0A9
 Canada

Attention: Phil Reynolds

Invoice:
 Billing Lawyer
 HST/GST No.:
 Client:
 Matter:

2474939
 Rogers, Linc
 R119396778
 00038358
 000106

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
 during the period ended September 30, 2024, as follows:

	Total Fees	\$ 95,896.50
<u>Taxable Disbursement(s)</u>		
Search Fees	\$ 27.95	
		<u>\$ 27.95</u>
<u>Non-taxable Disbursement(s)</u>		
Government Fees	\$ 23.35	
		<u>\$ 23.35</u>
	Harmonized Sales Tax (13.0%)	12,470.18
	TOTAL DUE IN CANADIAN CURRENCY	\$ 108,417.98 CAD



Invoice: 2474939
 Date: October 17, 2024
 Page: 2

Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
09/03/24	Thompson, Nancy	Email message to C. McIntyre regarding release of Appendix B to the Sealing Order.	0.1	525.00	52.50
09/03/24	Welch, Anna	Researching case law regarding [REDACTED]; synthesizing research of same.	1.9	395.00	750.50
09/04/24	McIntyre, Caitlin	Call with P. Reynolds and M. Hong; email correspondence with T. Moss; drafting response to sureties regarding document requests.	2.0	870.00	1,740.00
09/04/24	Rogers, Linc	Reviewing and commenting on draft response to Sureties.	0.2	1,260.00	252.00
09/04/24	Welch, Anna	Participating in initial discussions regarding CRA deemed trust claims; researching same; finalizing and communicating CRA deemed trust claim research.	2.2	395.00	869.00
09/05/24	McIntyre, Caitlin	Call with T. Moss; call with S. Woods regarding response to sureties regarding document requests; researching [REDACTED].	1.2	870.00	1,044.00
09/05/24	Rogers, Linc	Email correspondence regarding response to Sureties.	0.2	1,260.00	252.00
09/05/24	Thompson, Nancy	Reviewing endorsement of Black, J. and email message to C. McIntyre confirming details for hearing appointment.	0.2	525.00	105.00
09/05/24	Woods, Seumas	Reviewing email from Sureties requesting documents; discussions with C. McIntyre about possible responses to same.	0.4	1,335.00	534.00
09/06/24	McIntyre, Caitlin	Email correspondence with T. Moss regarding Norwich Equipment; reviewing memo from R. Lewis.	0.2	870.00	174.00
09/06/24	Rogers, Linc	Discussion with R. Williams regarding surety related matters; discussion with C. McIntyre regarding same.	0.7	1,260.00	882.00
09/06/24	Thompson, Nancy	Email messages from and to C. McIntyre regarding details for the December hearing with Justice Black; circulating hearing appointment.	0.3	525.00	157.50
09/09/24	McIntyre, Caitlin	Reviewing email correspondence from G. Berardi regarding Nova Scotia	0.5	870.00	435.00



Invoice: 2474939
 Date: October 17, 2024
 Page: 3

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		correspondence; reviewing memo from R. Lewis.			
09/09/24	Welch, Anna	Initiating research regarding [REDACTED].	0.3	395.00	118.50
09/10/24	McIntyre, Caitlin	Email correspondence with G. Berardi; call with T. Moss; reviewing correspondence from R. Williams.	1.0	870.00	870.00
09/10/24	Welch, Anna	Initiating research regarding [REDACTED].	1.7	395.00	671.50
09/11/24	McIntyre, Caitlin	Call with T. Moss and B. Carver regarding US litigation; drafting follow-up letter to R. Spurgeon; discussions with A. Welch on research; email correspondence regarding surety requests.	2.1	870.00	1,827.00
09/11/24	Rogers, Linc	Email correspondence regarding [REDACTED].	0.4	1,260.00	504.00
09/11/24	Welch, Anna	Synthesizing research on (i) [REDACTED] and (ii) [REDACTED]; communicating same to C. McIntyre.	2.9	395.00	1,145.50
09/12/24	McIntyre, Caitlin	Preparing draft follow-up letter to R. Spurgeon; instructions to N. Thompson; discussion with A. Welch; discussion with S. Woods.	2.5	870.00	2,175.00
09/12/24	Rogers, Linc	Status discussion with C. McIntyre regarding [REDACTED].	0.3	1,260.00	378.00
09/12/24	Thompson, Nancy	Receiving instructions from C. McIntyre; creating sharefile and email messages with C. McIntyre regarding same.	0.2	525.00	105.00
09/12/24	Welch, Anna	Updating research regarding [REDACTED]; communicating same to C. McIntyre.	0.4	395.00	158.00
09/12/24	Woods, Seumas	Reviewing draft letter to R. Spurgeon; discussions with C. McIntyre about same.	0.3	1,335.00	400.50
09/13/24	McIntyre, Caitlin	Correspondence with counsel to EDC; considering research related to [REDACTED] and discussions with T. Moss and A. Welch regarding same.	0.8	870.00	696.00
09/13/24	Welch, Anna	Researching [REDACTED]	1.3	395.00	513.50



Invoice: 2474939
 Date: October 17, 2024
 Page: 4

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		████████████████████ ████████████████████; communicating same to C. McIntyre.			
09/16/24	McIntyre, Caitlin	Email correspondence regarding research related to ██████████; call with G. Birardi, L. Rogers and R. Williams regarding outstanding matters; drafting response letter to GEN; drafting reply letter to R. Spurgeon.	3.1	870.00	2,697.00
09/16/24	Rogers, Linc	Status discussion with C. McIntyre regarding ██████████; email correspondence regarding same.	0.3	1,260.00	378.00
09/16/24	Welch, Anna	Research regarding ██████████ ████████████████████ ████████████████████.	1.0	395.00	395.00
09/17/24	McIntyre, Caitlin	Call with US counsel regarding ██████████ ████████████████████; catch up call with Receiver team; finalizing follow up letter to R. Spurgeon; preparing draft Receiver's report.	5.8	870.00	5,046.00
09/17/24	Rogers, Linc	Conference call with US counsel regarding ██████████; discussion with Receivership team regarding various outstanding matters.	1.0	1,260.00	1,260.00
09/17/24	Welch, Anna	Research regarding ██████████ ████████████████████ ████████████████████; email summarizing same to C. McIntyre.	2.9	395.00	1,145.50
09/18/24	McIntyre, Caitlin	Finalizing follow-up letter to R. Spurgeon; reviewing email correspondence from client.	0.3	870.00	261.00
09/18/24	Thompson, Nancy	Discussion with C. McIntyre regarding preparation of fee approval affidavits; assembling copies of all invoices and preparing summary of amounts and timekeeper hours; reviewing narratives for privileged or sensitive information.	2.6	525.00	1,365.00
09/18/24	Welch, Anna	Researching ██████████ ████████████████████.	1.0	395.00	395.00
09/19/24	McIntyre, Caitlin	Revising factum.	4.4	870.00	3,828.00
09/19/24	Welch, Anna	Analyzing ██████████ ████████████████████; email to C. McIntyre regarding same.	1.9	395.00	750.50
09/20/24	Earon, Beth	Emails to and from buyer's counsel; email to client.	0.2	900.00	180.00



Invoice: 2474939
 Date: October 17, 2024
 Page: 5

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
09/20/24	McIntyre, Caitlin	Revising factum in connection with sale approval hearing.	3.4	870.00	2,958.00
09/20/24	Welch, Anna	Analyzing [REDACTED]; email to C. McIntyre regarding same.	1.6	395.00	632.00
09/22/24	Earon, Beth	Reviewing correspondence from client; email to buyer's counsel.	0.2	900.00	180.00
09/23/24	Earon, Beth	Emails to and from client's broker.	0.1	900.00	90.00
09/23/24	McIntyre, Caitlin	Drafting second report, including coordinating preparation of fee affidavits.	5.8	870.00	5,046.00
09/23/24	Thompson, Nancy	Reviewing August invoice and revising summary of amounts and timekeeper hours to include same; reviewing narratives for privileged or sensitive information; drafting fee approval affidavit; email message to C. McIntyre forwarding fee approval materials for review; reviewing invoices from Perkins Coie and drafting fee approval materials.	4.1	525.00	2,152.50
09/24/24	McIntyre, Caitlin	Drafting second report and response letter to GEN.	6.0	870.00	5,220.00
09/24/24	Rogers, Linc	Reviewing and commenting on draft report and related email correspondence.	1.5	1,260.00	1,890.00
09/24/24	Thompson, Nancy	Reviewing invoices from Perkins Coie and preparing fee approval affidavit and summary of amounts and timekeeper hours; email message to C. McIntyre forwarding draft fee approval materials for Perkins Coie; email message to T. Moss forwarding draft affidavit for review and noting additional information required; reviewing narratives for privileged or sensitive information; reviewing invoices from Chipman Brown and preparing fee approval affidavit and summary of amounts and timekeeper hours; email message to C. McIntyre forwarding draft fee approval materials for Chipman Brown; email message to M. Desgrosseilliers forwarding draft affidavit for review and noting additional information required; reviewing narratives for privileged or sensitive information; reviewing invoices from MHR Lewis; drafting fee approval materials; email message to R. Lewis requesting revised invoice with timekeeper information and forwarding draft fee approval affidavit for review; reviewing all	4.0	525.00	2,100.00



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 Date: October 17, 2024
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		invoices and redacting privileged or sensitive information.			
09/24/24	Welch, Anna	Drafting notice of motion for Approval, Vesting and Ancillary Relief Order.	3.1	395.00	1,224.50
09/25/24	McIntyre, Caitlin	Revising second report, finalizing fee affidavits; preparing draft order and notice of motion.	5.0	870.00	4,350.00
09/25/24	Rogers, Linc	Finalizing motion materials for real property sale approval hearing; reviewing and commenting on draft reply letter to GEN.	1.4	1,260.00	1,764.00
09/25/24	Thompson, Nancy	Reviewing revised invoices for MHR Lewis and updating fee approval materials accordingly; email message to P. Reynolds forwarding copy of revised invoice; revising and finalizing all fee approval affidavits to incorporate information provided and redacted copies of the invoices; preparing execution copies of all affidavits and email messages forwarding same; drafting fee approval affidavit for use by the Receiver and email message to C. McIntyre forwarding same; email messages to and from the Commercial List office confirming use of two styles of cause; various discussions with C. McIntyre regarding preparation of motion materials.	4.5	525.00	2,362.50
09/25/24	Welch, Anna	Research regarding [REDACTED] [REDACTED] [REDACTED].	0.2	395.00	79.00
09/26/24	Earon, Beth	Email to buyer's counsel; reviewing draft approval and vesting order; discussion with C. McIntyre in connection with comments on same; revising schedule to AVO and telephone call with N. Treffry on same.	0.7	900.00	630.00
09/26/24	McIntyre, Caitlin	Finalizing preparing second report for service; drafting order and notice of motion; reviewing and commenting on motion record and discussions with N. Thompson and L. Rogers regarding same.	5.1	870.00	4,437.00
09/26/24	Rogers, Linc	Email correspondence in connection with finalizing motion materials for real property sale approval; discussions with C. McIntyre.	0.4	1,260.00	504.00
09/26/24	Thompson, Nancy	Reviewing signed fee approval affidavits; reviewing current version of the report and	6.2	525.00	3,255.00



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 Date: October 17, 2024
 Page: 7

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		assembling copies of all appendices; preparing confidential appendix pages; preparing motion record cover pages and index; obtaining current copy of the model approval and vesting order; reviewing and revising the draft approval and vesting order and email messages to and from C. McIntyre regarding same; reviewing copies of invoices provided by the Receiver and preparing summary of amounts and timekeeper hours; reviewing and revising draft fee approval affidavit; email messages to and from C. McIntyre regarding redactions and final affidavit; reviewing and revising notice of motion, draft order and report to include fee affidavit amounts; assembling all appendices and preparing execution copy of the report; email messages regarding same; reviewing and revising service list; reviewing signed report; preparing pdf copies of the notice of motion and draft order; preparing blackline to the model order; assembling motion record; email message to C. McIntyre forwarding motion record for review; email message to C. McIntyre forwarding package of confidential appendices; email message to the service list serving the motion record.			
09/26/24	Treffry, Ngina	Reviewing the revised approval and vesting order; pulling and reviewing and updated parcel abstract and execution search; reporting to the Blakes working group.	0.3	335.00	100.50
09/26/24	Welch, Anna	Researching [REDACTED] [REDACTED] [REDACTED].	0.5	395.00	197.50
09/27/24	Amoroso, Carlo	Submitting Motion Record returnable October 2, 2024 and Lawyer's Certificate of Service to the court for filing through the e-portal.			25.00
09/27/24	Harris, Jake	Review of [REDACTED] [REDACTED]; calls with C. McIntyre regarding memo covering same topic.	1.1	710.00	781.00
09/27/24	McIntyre, Caitlin	Drafting factum and discussions with A. Welch regarding same.	0.3	870.00	261.00
09/27/24	Thompson, Nancy	Preparing certificate of service for the motion record; email messages to and from C.	2.0	525.00	1,050.00



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 Date: October 17, 2024
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		McIntyre regarding same; arranging for motion record to be filed with the court; email message to the Commercial List filing office regarding filing and use of two styles of cause; resolving undeliverable notifications; revising the Service List; reviewing email message from C. McIntyre regarding allocation of fees; reviewing copies of invoices and noting invoices referencing 256, etc., and email message to C. McIntyre regarding same.			
09/27/24	Welch, Anna	Initiating draft of factum with precedent.	9.1	395.00	3,594.50
09/30/24	Bazarkewich, Shavone	Considering tax matters; speaking with J. Zung regarding same; speaking and corresponding with J. Harris and C. MacIntyre regarding same.	3.2	1,000.00	3,200.00
09/30/24	Harris, Jake	Call with S. Bazarkewich and C. McIntyre regarding research on [REDACTED]; correspondence with C. McIntyre and J. Zung regarding same; review of [REDACTED].	1.2	710.00	852.00
09/30/24	McIntyre, Caitlin	Drafting factum; drafting reply letter to GEN.	6.5	870.00	5,655.00
09/30/24	Rogers, Linc	Reviewing and commenting on draft reply letter to GEN; reviewing and commenting on factum for sale approval motion; related correspondence throughout the day.	3.0	1,260.00	3,780.00
09/30/24	Thompson, Nancy	Reviewing email message forwarded by C. McIntyre regarding early invoices; email message to C. McIntyre forwarding invoices inside and outside of the approval period and summarizing date ranges; email message to A. Iqbal to confirm continued representation and to request notice of change of lawyers.	0.4	525.00	210.00
09/30/24	Welch, Anna	Finalizing draft factum regarding approval of sale (e.g. incorporating law regarding retroactive orders) and circulating same; research regarding [REDACTED].	5.3	395.00	2,093.50
09/30/24	Zung, Joshua	Considering tax matters regarding distribution of proceeds; discussing same with S. Bazarkewich and J. Harris.	0.9	790.00	711.00
Total Fees for this Matter					\$ 95,896.50



Invoice: 2474939
 Date: October 17, 2024
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Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Amoroso, Carlo	CAMO	0.0	0.00	25.00
Bazarkewich, Shavone	SVH	3.2	1,000.00	3,200.00
Earon, Beth	EEA	1.2	900.00	1,080.00
Harris, Jake	JKE	2.3	710.00	1,633.00
McIntyre, Caitlin	CAI	56.0	870.00	48,720.00
Rogers, Linc	LCR	9.4	1,260.00	11,844.00
Thompson, Nancy	NAB	24.6	525.00	12,915.00
Treffry, Ngina	NGI	0.3	335.00	100.50
Welch, Anna	WEL	37.3	395.00	14,733.50
Woods, Seumas	RSMW	0.7	1,335.00	934.50
Zung, Joshua	ZUN	0.9	790.00	711.00
Total		135.9		\$ 95,896.50

Taxable Disbursement(s)

Search Fees \$ 27.95

\$ 27.95

Non-taxable Disbursement(s)

Government Fees \$ 23.35

\$ 23.35

Harmonized Sales Tax (13.0%) 12,470.18

Total Due for this Matter in Canadian Currency \$ 108,417.98 CAD



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9 Canada
 Tel: 416-863-2400 Fax: 416-863-2653

INVOICE

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 number(s) on cheque

November 29, 2024

Deloitte Restructuring Inc.
 Bay Adelaide East
 8 Adelaide Street West
 Suite 200
 Toronto, ON M5H 0A9
 Canada

Invoice:
 Billing Lawyer
 HST/GST No.:
 Client:
 Matter:

2483251
 Rogers, Linc
 R119396778
 00038358
 000106

Attention: Phil Reynolds

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
 during the period ended October 31, 2024, as follows:

	Total Fees	\$ 59,305.50
<u>Non-taxable Disbursement(s)</u>		
Court Fees	\$ 339.00	
		<hr/> \$ 339.00
	Harmonized Sales Tax (13.0%)	7,709.72
	TOTAL DUE IN CANADIAN CURRENCY	<hr/> \$ 67,354.22 CAD^{MM}



Invoice: 2483251
 Date: November 29, 2024
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Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
10/01/24	Bazarkewich, Shavone	preparing a summary email regarding certain [REDACTED].	2.3	1,000.00	2,300.00
10/01/24	Harris, Jake	Emails with J. Zung and C. McIntyre regarding [REDACTED].	0.3	710.00	213.00
10/01/24	McIntyre, Caitlin	Preparing for hearing in respect of approval and vesting order; preparing fee allocation between estates; correspondence with former employee regarding laptop; assessing [REDACTED] and corresponding with S. Bazarkewich and J. Harris regarding same; drafting reply letter to GEN; email correspondence with R. Spurgeon; drafting factum.	6.8	870.00	5,916.00
10/01/24	Rogers, Linc	Discussions with J. Salmas and P. Reynolds regarding sale approval hearing; reviewing email correspondence from sureties counsel; discussion with C. McIntyre regarding certain sale related matters.	1.3	1,260.00	1,638.00
10/01/24	Thompson, Nancy	Updating service list and email message to C. McIntyre forwarding same; revising factum; reviewing final signed factum; email message to the service list serving the factum; uploading the factum to Case Center; preparing certificate of service and email message to C. McIntyre forwarding same for review; reviewing materials for preparing breakdown of our fees.	2.1	525.00	1,102.50
10/02/24	Amoroso, Carlo	Submitting Signed Order of Justice Kimmel dated October 2, 2024 to be issued and filed by the court through the e-portal.			25.00
10/02/24	McIntyre, Caitlin	Preparing for hearing in respect of approval and vesting order; considering issues related to [REDACTED]; reviewing and considering request for information from sureties.	4.1	870.00	3,567.00
10/02/24	Rogers, Linc	Attending court hearing for approval of real estate transaction; discussions with J. Salmas and P. Reynolds regarding same; email correspondence regarding [REDACTED].	0.9	1,260.00	1,134.00
10/02/24	Thompson, Nancy	Reviewing email message forwarded by C. McIntyre and updating participant information form accordingly; uploading participant	0.4	525.00	210.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		information form to Case Center; arranging for the signed order to be issued and entered.			
10/02/24	Welch, Anna	Research regarding [REDACTED] [REDACTED].	1.1	395.00	434.50
10/03/24	McIntyre, Caitlin	Call with P. Reynolds, R. Williams and L. Rogers; revising correspondence to GEN; drafting response to surety requests.	2.1	870.00	1,827.00
10/03/24	Rogers, Linc	Considering email correspondence from sureties; reviewing reply letter to GEN; email correspondence and discussions with C. McIntyre regarding same; reviewing endorsement of Kimel J.	1.5	1,260.00	1,890.00
10/03/24	Thompson, Nancy	Reviewing order as entered and email messages to and from C. McIntyre regarding same; email message to the Service List circulating copy of entered order; reviewing email message from M. Stephenson and updating Service List accordingly; email message to C. McIntyre forwarding revised Service List.	0.7	525.00	367.50
10/04/24	McIntyre, Caitlin	Call with counsel to EDC to discuss [REDACTED]; finalizing response to GEN; drafting reply to sureties.	2.7	870.00	2,349.00
10/04/24	Rogers, Linc	Attending meeting with EDC, Deloitte to discuss [REDACTED].	1.0	1,260.00	1,260.00
10/04/24	Thompson, Nancy	Receiving instructions from C. McIntyre; assisting with finalizing GEN letter together with all exhibits; email message to C. McIntyre regarding same.	0.6	525.00	315.00
10/07/24	Bazarkewich, Shavone	Providing instruction for research work to E. Lahey; considering tax matters.	0.7	1,000.00	700.00
10/07/24	Lahey, Eamonn	Meeting with S. Bazarkewich; reviewing law surrounding [REDACTED].	1.3	670.00	871.00
10/07/24	McIntyre, Caitlin	Drafting response to sureties; correspondence with M. Hong regarding [REDACTED].	2.3	870.00	2,001.00
10/07/24	Thompson, Nancy	Email messages from and to G. Mitchell regarding service list.	0.3	525.00	157.50
10/08/24	McIntyre, Caitlin	Considering [REDACTED] and preparing	5.1	870.00	4,437.00



Invoice: 2483251
 Date: November 29, 2024
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		memorandum regarding same; correspondence and discussions with L. Rogers regarding [REDACTED].			
10/08/24	Rogers, Linc	Discussing [REDACTED] with C. McIntyre.			0.00
10/08/24	Welch, Anna	Research regarding [REDACTED], plus initial discussions with and email summary to C. McIntyre regarding same; research regarding [REDACTED] plus email summary to C. McIntyre regarding same.	4.0	395.00	1,580.00
10/09/24	McIntyre, Caitlin	Considering [REDACTED] and preparing email regarding same; correspondence with D. Bamborough and P. Reynolds regarding [REDACTED].	1.9	870.00	1,653.00
10/09/24	Welch, Anna	Research regarding [REDACTED].	1.4	395.00	553.00
10/10/24	McIntyre, Caitlin	Revising draft reply to requests from sureties.	0.6	870.00	522.00
10/10/24	Rogers, Linc	Reviewing and revising draft reply letter to sureties and related email correspondence and document review.	0.8	1,260.00	1,008.00
10/10/24	Thompson, Nancy	Email message to L. Rogers forwarding copy of Aide Memoire from August 19 hearing.	0.1	525.00	52.50
10/10/24	Welch, Anna	Research regarding [REDACTED].	1.1	395.00	434.50
10/11/24	McIntyre, Caitlin	Revising and sending response to sureties.	0.2	870.00	174.00
10/11/24	Thompson, Nancy	Reviewing email message from P. Sawicki and updating service list accordingly; email message to C. McIntyre forwarding updated service list.	0.3	525.00	157.50
10/15/24	McIntyre, Caitlin	Drafting [REDACTED]; email correspondence with client regarding various matters.	1.3	870.00	1,131.00
10/15/24	Rogers, Linc	Reviewing draft [REDACTED]; related discussion with C. McIntyre.	0.4	1,260.00	504.00
10/16/24	McIntyre, Caitlin	Drafting memo on [REDACTED]; call with L. Rogers.	2.0	870.00	1,740.00
10/16/24	Rogers, Linc	Reviewing [REDACTED] with C. McIntyre; email correspondence regarding [REDACTED].	0.7	1,260.00	882.00



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 Date: November 29, 2024
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
10/18/24	McIntyre, Caitlin	Call with L. Rogers and S. Woods regarding [REDACTED] and communications with Deloitte regarding same.	1.3	870.00	1,131.00
10/18/24	Rogers, Linc	Preparing for and discussing issues in connection with [REDACTED]; email correspondence regarding sale of real property.	0.6	1,260.00	756.00
10/18/24	Woods, Seumas	Teams call with C. McIntyre and L. Rogers to discuss [REDACTED].	0.3	1,335.00	400.50
10/21/24	McIntyre, Caitlin	Attending to issues relating to 256 Victoria sale; reviewing and commenting on Assignment Agreement; revising letter to GEN.	2.9	870.00	2,523.00
10/21/24	Rogers, Linc	Email correspondence regarding [REDACTED].	0.2	1,260.00	252.00
10/22/24	Earon, Beth	Telephone call with client; conference call with buyer's counsel.	0.5	900.00	450.00
10/22/24	McIntyre, Caitlin	Call with counsel to 256 Victoria purchaser's counsel; commenting on [REDACTED].	2.3	870.00	2,001.00
10/22/24	Rogers, Linc	Email correspondence regarding [REDACTED].	0.3	1,260.00	378.00
10/22/24	Thompson, Nancy	Reviewing September invoice and discussion with S. Carey confirming same forwarded to Deloitte.	0.1	525.00	52.50
10/23/24	McIntyre, Caitlin	Arranging call with purchaser of 256 property.	0.2	870.00	174.00
10/23/24	Rogers, Linc	Email correspondence regarding surety matters.	0.2	1,260.00	252.00
10/24/24	Earon, Beth	All-hands call in connection with [REDACTED].	0.3	900.00	270.00
10/24/24	McIntyre, Caitlin	Preparing for and attending call with purchaser of 256 Victoria; drafting memo on [REDACTED]; finalizing [REDACTED].	2.9	870.00	2,523.00
10/24/24	Rogers, Linc	Email correspondence in connection with [REDACTED] and [REDACTED].	0.3	1,260.00	378.00
10/25/24	McIntyre, Caitlin	Drafting memo relating to [REDACTED]; email correspondence with purchaser regarding extension.	2.0	870.00	1,740.00



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 Date: November 29, 2024
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
10/25/24	Welch, Anna	Finalizing research regarding [REDACTED]; circulating same to C. Mylntyre.	1.0	395.00	395.00
10/28/24	McIntyre, Caitlin	Email correspondence with P. Reynolds.	0.6	870.00	522.00
10/30/24	McIntyre, Caitlin	Finalizing [REDACTED].	0.6	870.00	522.00
10/31/24	McIntyre, Caitlin	Preparing third report of Receiver.	1.7	870.00	1,479.00
Total Fees for this Matter					\$ 59,305.50

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Amoroso, Carlo	CAMO	0.0	0.00	25.00
Bazarkewich, Shavone	SVH	3.0	1,000.00	3,000.00
Earon, Beth	EEA	0.8	900.00	720.00
Harris, Jake	JKE	0.3	710.00	213.00
Lahey, Eamonn	EWL	1.3	670.00	871.00
McIntyre, Caitlin	CAI	43.6	870.00	37,932.00
Rogers, Linc	LCR	8.2	1,260.00	10,332.00
Rogers, Linc	LCR	0.0	0.00	0.00
Thompson, Nancy	NAB	4.6	525.00	2,415.00
Welch, Anna	WEL	8.6	395.00	3,397.00
Woods, Seumas	RSMW	0.3	1,335.00	400.50
Total		70.7		\$ 59,305.50

Non-taxable Disbursement(s)

Court Fees

\$ 339.00

\$ 339.00

Harmonized Sales Tax (13.0%)

7,709.72

Total Due for this Matter in Canadian Currency

\$ 67,354.22 CAD



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9 Canada
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INVOICE

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December 13, 2024

Deloitte Restructuring Inc.
 Bay Adelaide East
 8 Adelaide Street West
 Suite 200
 Toronto, ON M5H 0A9
 Canada

Attention: Phil Reynolds

Invoice:
 Billing Lawyer
 HST/GST No.:
 Client:
 Matter:

2486201
 Rogers, Linc
 R119396778
 00038358
 000106

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
 during the period ended November 30, 2024, as follows:

Total Fees	\$ 91,651.50
Harmonized Sales Tax (13.0%)	11,914.70
TOTAL DUE IN CANADIAN CURRENCY	\$ 103,566.20 CAD^{MM}



Invoice: 2486201
 Date: December 13, 2024
 Page: 2

Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
11/01/24	McIntyre, Caitlin	Reviewing response from GEN; reviewing email correspondence from counsel to Stuart Olson; drafting memo on [REDACTED].	4.9	870.00	4,263.00
11/01/24	Rogers, Linc	Email correspondence regarding reply from [REDACTED].	0.2	1,260.00	252.00
11/04/24	McIntyre, Caitlin	Reviewing correspondence from sureties and drafting reply; revising draft third report.	3.2	870.00	2,784.00
11/04/24	Rogers, Linc	Reviewing email correspondence from M. Borgo; discussing same with C. McIntyre; reviewing draft report in connection with surety motion and commenting on same.	2.2	1,260.00	2,772.00
11/05/24	Harrison, Zoe	Drafting draft order.	0.8	395.00	316.00
11/05/24	McIntyre, Caitlin	Revising third report; preparing response to sureties; drafting order and notice of motion.	1.5	870.00	1,305.00
11/05/24	Rogers, Linc	Reviewing draft report in connection with surety matter; email correspondence with surety counsel; discussion with C. McIntyre.	1.1	1,260.00	1,386.00
11/05/24	Thompson, Nancy	Reviewing email message from C. McIntyre; reviewing and revising draft third report to incorporate comments received; email message to C. McIntyre forwarding revised draft third report and a blackline; identifying and assembling copies of appendices and messages to and from C. McIntyre regarding same.	1.5	525.00	787.50
11/06/24	Rogers, Linc	Email correspondence regarding [REDACTED].	0.5	1,260.00	630.00
11/07/24	McIntyre, Caitlin	Drafting email to counsel to sureties; email correspondence with N. Thompson regarding preparation of motion record; preparing notice of motion and order.	1.1	870.00	957.00
11/07/24	Rogers, Linc	Attending to various surety related matters.	0.7	1,260.00	882.00
11/08/24	McIntyre, Caitlin	Revising third report; preparing notice of motion and order; reviewing and finalizing motion record; reviewing email correspondence from counsel to sureties.	3.2	870.00	2,784.00
11/08/24	Rogers, Linc	Reviewing revised report in connection with sureties matter and related discussions and	0.8	1,260.00	1,008.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		email correspondence.			
11/08/24	Thompson, Nancy	Reviewing email message from C. McIntyre and attached draft report and copies of documents; updating index of appendices; assembling copies of appendices; reviewing additional appendices forwarded by C. McIntyre; updating package of appendices; email message to C. McIntyre forwarding package of appendices for review.	1.9	525.00	997.50
11/09/24	Rogers, Linc	Email correspondence with sureties regarding pending case conference.	0.5	1,260.00	630.00
11/10/24	McIntyre, Caitlin	Revising order and notice of motion.	0.4	870.00	348.00
11/10/24	Rogers, Linc	Reviewing draft notice of motion, draft order and report in connection with surety matter.	0.8	1,260.00	1,008.00
11/11/24	McIntyre, Caitlin	Revising third report and finalizing motion record.	2.8	870.00	2,436.00
11/11/24	Rogers, Linc	Finalizing report in connection with sureties matter.	0.3	1,260.00	378.00
11/11/24	Thompson, Nancy	Email message to M. Stephenson forwarding available appendices; reviewing email message from C. McIntyre and attached additional appendices; updating package of appendices; email messages to and from the Commercial List office to confirm the details for the December 3 hearing; reviewing draft report and assembling together with package of appendices; email messages from and to C. McIntyre and updating report; reviewing notice of motion and draft order; assembling the motion record and email message to C. McIntyre forwarding same for review and comment; finalizing motion record and serving on the Service List; preparing certificate of service and email message to C. McIntyre forwarding same for review.	2.8	525.00	1,470.00
11/12/24	Harrison, Zoe	Researching regarding bankruptcy matters.	1.1	395.00	434.50
11/12/24	McIntyre, Caitlin	Drafting memo on [REDACTED].	2.8	870.00	2,436.00
11/12/24	Riviglia, Anna	Submitted Motion Record to be filed.			25.00
11/12/24	Thompson, Nancy	Reviewing response from the Commercial List office confirming the details for the hearing; circulating appointment for same;	0.9	525.00	472.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		reviewing signed certificate of service and arranging for the motion record to be filed with the court; uploading materials to Case Center.			
11/13/24	Harrison, Zoe	Researching regarding bankruptcy related matters.	1.5	395.00	592.50
11/13/24	McIntyre, Caitlin	Drafting memo on [REDACTED]; considering email from sureties and response thereto.	1.3	870.00	1,131.00
11/13/24	Rogers, Linc	Email correspondence regarding surety issues and related discussion with C. McIntyre.	0.4	1,260.00	504.00
11/14/24	McIntyre, Caitlin	Drafting memo on [REDACTED]; email correspondence with Deloitte regarding response to sureties.	1.7	870.00	1,479.00
11/15/24	McIntyre, Caitlin	Call with B. Casey; drafting response to sureties.	1.9	870.00	1,653.00
11/15/24	Rogers, Linc	Email correspondence regarding GEN letter; email correspondence regarding surety issues.	0.3	1,260.00	378.00
11/16/24	McIntyre, Caitlin	Email correspondence with sureties.	0.3	870.00	261.00
11/18/24	McIntyre, Caitlin	Coordinating delivery of Antamex server copy; reviewing [REDACTED] and considering response thereto; discussion with L. Rogers.	1.4	870.00	1,218.00
11/18/24	Rogers, Linc	Discussions with C. McIntyre regarding response to GEN; discussion regarding surety matters; related email correspondence.	1.1	1,260.00	1,386.00
11/18/24	Thompson, Nancy	Email messages from and to C. McIntyre regarding deadline for uploading an Aide Memoire.	0.1	525.00	52.50
11/19/24	McIntyre, Caitlin	Coordinating delivery of Antamex server; drafting aide memoire; discussion with L. Rogers regarding surety matters.	4.7	870.00	4,089.00
11/19/24	Rogers, Linc	Email correspondence regarding surety related issues; related discussion with C. McIntyre; email correspondence regarding matters related to [REDACTED].	0.5	1,260.00	630.00
11/19/24	Thompson, Nancy	Discussion with C. McIntyre regarding November 25 case conference; circulating	0.2	525.00	105.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		appointment regarding same.			
11/20/24	Harrison, Zoe	Researching issues in connection with surety matters.	1.7	395.00	671.50
11/20/24	McIntyre, Caitlin	Preparing aide memorie; call with sureties; drafting factum on motion for directions; discussion with L. Rogers.	5.6	870.00	4,872.00
11/20/24	Rogers, Linc	Conference call with surety lawyers; strategy discussion with C. McIntyre; related email correspondence throughout the day; reviewing and commenting on draft memo related to [REDACTED].	1.7	1,260.00	2,142.00
11/21/24	Crichlow, Cassidy	Conducting research on [REDACTED] for C. McIntyre.	1.5	395.00	592.50
11/21/24	Harrison, Zoe	Drafting memorandum on [REDACTED].	0.5	395.00	197.50
11/21/24	McIntyre, Caitlin	Drafting factum in relation to motion for directions and aide memoire in relation to production requests; instructions to C. Crichlow; conference call with with Receiver.	3.7	870.00	3,219.00
11/21/24	Rogers, Linc	Conference call with Deloitte to discuss response to surety request; reviewing Aide Memoire of sureties; reviewing and revising draft responding aide memoire.	3.6	1,260.00	4,536.00
11/21/24	Thompson, Nancy	Messages from and to C. McIntyre regarding aide memoire.	0.2	525.00	105.00
11/22/24	Harrison, Zoe	Drafting memorandum on [REDACTED].	0.3	395.00	118.50
11/22/24	McIntyre, Caitlin	Drafting factum regarding motion for directions; preparing submissions for case conference.	2.2	870.00	1,914.00
11/22/24	Rogers, Linc	Finalizing aide memorie; reviewing email correspondence regarding surety matters.	0.4	1,260.00	504.00
11/24/24	McIntyre, Caitlin	Preparing submissions for case conference.	1.0	870.00	870.00
11/25/24	McIntyre, Caitlin	Preparing for and attending case conference; drafting supplement to third report.	2.4	870.00	2,088.00
11/25/24	Rogers, Linc	Attending case conference in connection with surety matter; related email correspondence.	0.8	1,260.00	1,008.00
11/26/24	McIntyre, Caitlin	Drafting factum in relation to production motion; drafting supplement to third report.	2.9	870.00	2,523.00
11/26/24	Rogers, Linc	Reviewing and commenting on draft supplemental report in connection with surety	1.2	1,260.00	1,512.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		matter; related discussions and email correspondence with C. McIntyre.			
11/26/24	Thompson, Nancy	Email messages from and to C. McIntyre regarding corrections to the motion record.	0.2	525.00	105.00
11/27/24	Crichlow, Cassidy	Conducting research for C. McIntyre to assist with [REDACTED].	5.3	395.00	2,093.50
11/27/24	Earon, Beth	Emails to and from client.	0.1	900.00	90.00
11/27/24	McIntyre, Caitlin	Drafting supplement to third report and factum; discussion with N. Thompson.	3.1	870.00	2,697.00
11/27/24	Rogers, Linc	Reviewing and commenting on supplemental report in connection with surety matter.	0.3	1,260.00	378.00
11/27/24	Thompson, Nancy	Discussion with C. McIntyre regarding supplementary motion record and additional report and appendix; assembling supplemental report and email message to C. McIntyre forwarding same to arrange for signing; reviewing signed supplemental report and assembling supplementary motion record; email message to C. McIntyre forwarding supplementary motion record and draft cover service email for review and comment; email message to the service list serving the supplementary motion record; preparing certificate of service and email message to C. McIntyre forwarding same; updating Service List and email message to C. McIntyre forwarding same.	1.2	525.00	630.00
11/28/24	Crichlow, Cassidy	Drafting email for C. McIntyre with research findings to [REDACTED]. Meeting with C. McIntyre to create factum outline; formatting factum outline.	1.0	395.00	395.00
11/28/24	Earon, Beth	Conference call with buyer's counsel and client.	0.3	900.00	270.00
11/28/24	Harrison, Zoe	Drafting letter to lien claimants.	0.5	395.00	197.50
11/28/24	McIntyre, Caitlin	Drafting factum and second supplement; related discussions with L. Rogers.	5.2	870.00	4,524.00
11/28/24	Rogers, Linc	Discussions with C. McIntyre regarding surety matter; related email correspondence and document review.	1.1	1,260.00	1,386.00
11/29/24	Crichlow, Cassidy	Conducting research for the legal argument section of factum; drafting legal argument section of factum for C. McIntyre.	3.7	395.00	1,461.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
11/29/24	Harrison, Zoe	Drafting letter to lien claimants.	0.2	395.00	79.00
11/29/24	McIntyre, Caitlin	Drafting second supplement to third report and factum; reviewing Sureties' motion materials and factum.	4.5	870.00	3,915.00
11/29/24	Rogers, Linc	Email correspondence throughout the day regarding sureties production motion and related matters.	0.5	1,260.00	630.00
11/30/24	McIntyre, Caitlin	Reviewing surety motion materials and factum; related email correspondence and discussion with L. Rogers.	0.2	870.00	174.00
11/30/24	Rogers, Linc	Reviewing motion record and factum of sureties; related email correspondence and discussion with C. McIntyre.	1.2	1,260.00	1,512.00
Total Fees for this Matter					\$ 91,651.50

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Crichlow, Cassidy	CCW	11.5	395.00	4,542.50
Earon, Beth	EEA	0.4	900.00	360.00
Harrison, Zoe	ZEH	6.6	395.00	2,607.00
McIntyre, Caitlin	CAI	62.0	870.00	53,940.00
Riviglia, Anna	ANR	0.0	0.00	25.00
Rogers, Linc	LCR	20.2	1,260.00	25,452.00
Thompson, Nancy	NAB	9.0	525.00	4,725.00
Total		109.7		\$ 91,651.50

Harmonized Sales Tax (13.0%)

11,914.70

Total Due for this Matter in Canadian Currency

\$ 103,566.20 CAD



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9 Canada
 Tel: 416-863-2400 Fax: 416-863-2653

INVOICE

Please write invoice
 number(s) on cheque

December 31, 2024

Deloitte Restructuring Inc.
 Bay Adelaide East
 8 Adelaide Street West
 Suite 200
 Toronto, ON M5H 0A9
 Canada

Attention: Phil Reynolds

Invoice:
 Billing Lawyer
 HST/GST No.:
 Client:
 Matter:

2493055
 Rogers, Linc
 R119396778
 00038358
 000106

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
 during the period ended December 31, 2024, as follows:

Total Fees	\$ 65,886.50
Harmonized Sales Tax (13.0%)	8,565.25
TOTAL DUE IN CANADIAN CURRENCY	\$ 74,451.75 CAD^{MM}



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Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
11/25/24	Szirmak, Daniel	Analysis and advice in connection with production motion; related discussions with C. McIntyre.	0.5	885.00	442.50
12/01/24	Crichlow, Cassidy	Conducting research to assist with factum drafting.	2.6	395.00	1,027.00
12/01/24	McIntyre, Caitlin	Reviewing surety factum and drafting reply factum and motion record; various calls with R. Williams related to surety motion.	8.5	870.00	7,395.00
12/01/24	Rogers, Linc	Reviewing and commenting on draft report regarding surety matter; email correspondence and discussion with C. McIntyre regarding same.	1.6	1,260.00	2,016.00
12/02/24	McIntyre, Caitlin	Drafting reply factum and motion record; call with surety counsel; call with client related to [REDACTED]; various calls with L. Rogers related to surety production motion.	9.2	870.00	8,004.00
12/02/24	Rogers, Linc	Reviewing and revising draft report in connection with sureties matter; reviewing and revising factum regarding same; conference call with counsel to sureties; conference calls with Deloitte team; various calls with C. McIntyre.	4.7	1,260.00	5,922.00
12/02/24	Thompson, Nancy	Reviewing draft second supplement to third report and populating list of appendices; email messages to and from C. McIntyre regarding same; assembling copies of appendices and compiling second supplement to the third report; email message to C. McIntyre forwarding same for signing; discussion with C. McIntyre regarding costs outline; preparing outline of form; email message to C. McIntyre forwarding draft costs outline and noting information to be added; reviewing prebill and calculating hours and fees to be included; revising costs outline to include same; email messages to and from C. McIntyre regarding draft costs outline; reviewing email message from C. McIntyre regarding adjournment of production motion.	3.5	525.00	1,837.50
12/03/24	McIntyre, Caitlin	Preparing for submissions and attending	2.2	870.00	1,914.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		hearing on surety production motion.			
12/03/24	Rogers, Linc	Preparing for and attending hearing to set time for motion for directions hearing; related email correspondence and discussions.	1.5	1,260.00	1,890.00
12/04/24	Earon, Beth	Reviewing correspondence from buyer's counsel; email to client; discussion with C. McIntyre; email to L. Rogers.	0.4	900.00	360.00
12/04/24	Rogers, Linc	Email correspondence regarding Alliston closing; email correspondence regarding sureties.	0.3	1,260.00	378.00
12/05/24	Earon, Beth	Telephone call with C. McIntyre on client position and response to buyer's counsel; reviewing correspondence between client and lenders on [REDACTED]; drafting solicitor's email to buyer's counsel in connection with the amendment to the purchase agreement; emails to and from client; emails on buyer's further counter proposal and revising amendment accordingly; reviewing client instructions; emails to and from buyer's counsel in connection with waiver of conditions; reviewing waiver of conditions.	1.4	900.00	1,260.00
12/05/24	McIntyre, Caitlin	Revising letter to GEN; revising memo on [REDACTED]; drafting letter to lien claimant; calls relating to sale of Alliston property.	1.8	870.00	1,566.00
12/06/24	Earon, Beth	Emails to and from client.	0.1	900.00	90.00
12/06/24	McIntyre, Caitlin	Reviewing inquiry from sureties and preparing response.	1.2	870.00	1,044.00
12/06/24	Rogers, Linc	Email correspondence regarding various surety related matters.	0.3	1,260.00	378.00
12/07/24	Earon, Beth	Drafting closing agenda; emails to C. McIntyre and N. Treffry.	0.8	900.00	720.00
12/09/24	McIntyre, Caitlin	Call with sureties and tech team regarding access to server; revising letter to GEN; email correspondence in relation to real property transaction.	2.2	870.00	1,914.00
12/09/24	Rogers, Linc	Reviewing and commenting on reply letter to GEN.	0.4	1,260.00	504.00
12/09/24	Treffry, Ngina	Reviewing the closing agenda.	0.2	335.00	67.00
12/10/24	McIntyre, Caitlin	Revising letter to GEN and correspondence	1.5	870.00	1,305.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		with client regarding same; correspondence with court regarding endorsement for December 3 attendance.			
12/10/24	Treffry, Ngina	Speaking with B. Earon regarding the transaction.	0.1	335.00	33.50
12/11/24	McIntyre, Caitlin	Revising draft letter to GEN and discussion with L. Rogers regarding same; email correspondence with sureties.	1.7	870.00	1,479.00
12/11/24	Rogers, Linc	Reviewing and revising draft letter to GEN and related discussions with C. McIntyre.	0.4	1,260.00	504.00
12/12/24	Earon, Beth	Reviewing correspondence from C. McIntyre; revising closing agenda; email to N. Treffry; emails to and from client in connection with receipt of deposit and closing logistics; email to buyer's counsel in connection with closing agenda.	0.6	900.00	540.00
12/12/24	McIntyre, Caitlin	Finalizing and sending letter to GEN; email correspondence in relation to closing of transaction; reviewing closing agenda.	1.8	870.00	1,566.00
12/12/24	Rogers, Linc	Email correspondence regarding GEN response letter; preliminary review of [REDACTED].	0.3	1,260.00	378.00
12/12/24	Treffry, Ngina	Reviewing the purchase agreement; revising the closing agenda.	0.5	335.00	167.50
12/13/24	Earon, Beth	Telephone call in connection with closing logistics.	0.3	900.00	270.00
12/13/24	McIntyre, Caitlin	Reviewing draft closing agenda and discussion with B. Earon regarding same.	0.2	870.00	174.00
12/13/24	Rogers, Linc	Reviewing and commenting on [REDACTED].	0.8	1,260.00	1,008.00
12/14/24	Earon, Beth	Drafting closing documents; circulating closing documents to purchaser's counsel.	1.2	900.00	1,080.00
12/16/24	McIntyre, Caitlin	Call regarding Victoria St closing.	0.2	870.00	174.00
12/16/24	Rogers, Linc	Discussion with P. Reynolds and C. McIntyre regarding [REDACTED].	0.4	1,260.00	504.00
12/17/24	D'Alimonte, Silvana	Discussion with B. Earon regarding named purchaser in vesting order and next steps.	0.4	1,250.00	500.00
12/17/24	Earon, Beth	Reviewing correspondence from buyer's counsel in connection with endorsement of electronic registration documents and	1.0	900.00	900.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		reviewing purchase agreement in connection with same; conference call with S. D'Alimonte and C. McIntyre in connection with error in purchaser entity's name; voice message to buyer's counsel; instructing N. Treffry in connection with closing.			
12/17/24	McIntyre, Caitlin	Discussions relating to amendment of AVO and APS; drafting materials in relation to amendment of AVO.	1.2	870.00	1,044.00
12/17/24	Treffry, Ngina	Communicating with B. Earon regarding the response to requisitions and the closing.	0.1	335.00	33.50
12/18/24	Earon, Beth	Reviewing and marking up assignment and assumption agreement; drafting purchase agreement amending agreement; emails to and from C. McIntyre in connection with timing of documents; emails to and from buyer's counsel.	1.5	900.00	1,350.00
12/18/24	McIntyre, Caitlin	Drafting materials in relation to amendment of AVO and APS.	0.3	870.00	261.00
12/19/24	Earon, Beth	Emails to and from client, and to and from buyer's counsel.	0.2	900.00	180.00
12/19/24	McIntyre, Caitlin	Email correspondence regarding extension of closing date.	0.1	870.00	87.00
12/20/24	Harrison, Zoe	Drafting notice of motion regarding amendment to approval, vesting, and ancillary relief order.	1.5	395.00	592.50
12/20/24	McIntyre, Caitlin	Drafting materials in relation to amendment of APS and AVO and correspondence with Purchaser's counsel and court regarding same.	6.4	870.00	5,568.00
12/20/24	Rogers, Linc	Email correspondence regarding R. Spurgeon.	0.3	1,260.00	378.00
12/20/24	Thompson, Nancy	Discussion with C. McIntyre regarding amending an order; reviewing affidavit and compiling together with all exhibits; email message to C. McIntyre forwarding compiled affidavit for swearing; reviewing draft notice of motion and draft order; reviewing sworn affidavit and assembling motion record; email message to C. McIntyre forwarding motion record for review; finalizing motion record and serving on the service list; preparing certificate of service and email message to C.	2.3	525.00	1,207.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		McIntyre forwarding same for review; arranging for the motion record to be filed with the court.			
12/22/24	Amoroso, Carlo	Submitting Motion Record in writing to be read by Justice Kimmel and Lawyer's Certificate of Service to the court for filing through the e-portal.			25.00
12/23/24	Treffry, Ngina	Preparing the e-reg application for vesting order and drafting the response to requisitions.	1.4	335.00	469.00
12/24/24	Budgell, Melinda	Conducting corporate pre-search and providing search results to N. Treffry.	0.2	220.00	44.00
12/24/24	Treffry, Ngina	Preparing the closing documents; communicating with B. Earon regarding the response to requisitions and draft closing documents; confirming the purchaser is active and conducting HST search.	1.4	335.00	469.00
12/27/24	Earon, Beth	Emails to N. Treffry in connection with HST registration number and title direction; emails to and from client in connection with statement of adjustments, undertaking and wire instructions; reviewing statement of adjustments circulated by buyer's counsel and advising client on same; reviewing revised application for vesting order for registration; telephone call with N. Treffry; drafting receiver's certificate; reviewing response to requisitions; revising closing documents per change to buyer.	1.7	900.00	1,530.00
12/27/24	Treffry, Ngina	Emails with B. Earon; revising the application for vesting order; messaging the application for vesting order in Teraview; finalizing the response to requisitions and forwarding same to purchaser's counsel; forwarding signature pages to P. Reynolds.	0.8	335.00	268.00
12/30/24	Budgell, Melinda	Conducting corporate pre-search and providing search results to N. Treffry.	0.2	220.00	44.00
12/30/24	Earon, Beth	Emails to and from N. Treffry in connection with execution of closing documents; emails to and from client; reviewing correspondence in connection with closing searches; executing document registration agreement; instructing N. Treffry in connection with misdated documents circulated by buyer's counsel; emails in connection with closing	1.1	900.00	990.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		matters; telephone call with C. McIntyre in connection with confirming receipt of wire; instructing N. Treffry; telephone call with buyer's counsel; emails to and from buyer's counsel extending closing and other matters related to the pending closing.			
12/30/24	McIntyre, Caitlin	Attending to closing of Victoria St. transaction.	0.7	870.00	609.00
12/30/24	Treffry, Ngina	Attending to closing related matters including communicating with P. Reynolds regarding the closing; updating the HST search against the purchaser; compiling the vendor's closing documents; reviewing the signed closing documents; communicating with purchaser's counsel regarding the closing; reviewing the application for vesting order in Teraview; communicating with the Blakes working group regarding the closing.	1.6	335.00	536.00
12/31/24	Earon, Beth	Reviewing correspondence in connection with pending closing and receipt of funds; instructing N. Treffry.	0.4	900.00	360.00
12/31/24	McIntyre, Caitlin	Call with L. Rogers.	0.3	870.00	261.00
12/31/24	Treffry, Ngina	Confirming the purchaser's HST number; reviewing the registered application for vesting order; communicating with M. Monteleone regarding the change of ownership letters; updating the closing agenda; attending to file closing matters.	0.8	335.00	268.00
Total Fees for this Matter				\$ 65,886.50	

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Amoroso, Carlo	CAMO	0.0	0.00	25.00
Budgell, Melinda	MELD	0.4	220.00	88.00
Crichlow, Cassidy	CCW	2.6	395.00	1,027.00
D'Alimonte, Silvana	SMDA	0.4	1,250.00	500.00
Earon, Beth	EEA	10.7	900.00	9,630.00
Harrison, Zoe	ZEH	1.5	395.00	592.50
McIntyre, Caitlin	CAI	39.5	870.00	34,365.00
Rogers, Linc	LCR	11.0	1,260.00	13,860.00
Szirmak, Daniel	DSZ	0.5	885.00	442.50



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Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Thompson, Nancy	NAB	5.8	525.00	3,045.00
Treffry, Ngina	NGI	6.9	335.00	2,311.50
Total		79.3		\$ 65,886.50

Harmonized Sales Tax (13.0%)

8,565.25

Total Due for this Matter in Canadian Currency

\$ 74,451.75 CAD



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Patent & Trademark Agents
199 Bay Street
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Toronto ON M5L 1A9 Canada
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February 19, 2025

Deloitte Restructuring Inc.
Bay Adelaide East
8 Adelaide Street West
Suite 200
Toronto, ON M5H 0A9
Canada

Attention: Phil Reynolds

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2498236
Rogers, Linc
R119396778
00038358
000106

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
during the period ended January 31, 2025, as follows:

	Total Fees	\$ 95,236.00
<u>Taxable Disbursement(s)</u>		
eSummaries	\$ 202.40	
OnCorp PPSA (electronic)	34.10	
PPSA-EP	67.80	
Search Fees	32.05	
		\$ 336.35
<u>Non-taxable Disbursement(s)</u>		
Court Fees	\$ 339.00	
Government Fees	44.85	
		\$ 383.85
	Harmonized Sales Tax (13.0%)	12,424.41
	TOTAL DUE IN CANADIAN CURRENCY	\$ 108,380.61 CAD

BD



Invoice: 2498236
 Date: February 19, 2025
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Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
01/03/25	McIntyre, Caitlin	Revising memo to [REDACTED].	0.2	950.00	190.00
01/03/25	Treffry, Ngina	Reviewing the letter to the tax and water department; updating the closing agenda.	0.2	350.00	70.00
01/06/25	Earon, Beth	Reviewing correspondence from N. Treffry in connection with outstanding items under the undertaking and instructing her on same.	0.1	965.00	96.50
01/06/25	McIntyre, Caitlin	Reviewing email correspondence from [REDACTED].	0.2	950.00	190.00
01/06/25	Thompson, Nancy	Email messages from and to C. McIntyre regarding rejection of the in-writing motion record; drafting letter to the Commercial List office responding to concerns raised; email message to C. McIntyre forwarding draft for review; reviewing email messages from C. McIntyre regarding entering order and filing officer's certificate, and noting need to first resolve filing of the motion record.	1.4	550.00	770.00
01/07/25	Earon, Beth	Emails to and from client.	0.2	965.00	193.00
01/07/25	McIntyre, Caitlin	Responding to [REDACTED]; revising memo to CRA.	0.9	950.00	855.00
01/07/25	Rogers, Linc	Email correspondence regarding tax related matters; discussion with P. Reynolds regarding same; discussion with C. McIntyre.	0.3	1,350.00	405.00
01/08/25	Burr, Chris	Exchanging email messages with C. McIntyre regarding [REDACTED].	0.3	1,050.00	315.00
01/08/25	McIntyre, Caitlin	Revising draft memo to [REDACTED]; email correspondence regarding distribution motion; responding to request from [REDACTED].	0.8	950.00	760.00
01/08/25	Thompson, Nancy	Receiving instructions from C. McIntyre; email messages to and from C. McIntyre regarding same.	0.4	550.00	220.00
01/09/25	McIntyre, Caitlin	Responding to counsel for [REDACTED]; email correspondence with client; email correspondence with court regarding booking time.	0.6	950.00	570.00



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 Date: February 19, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
01/10/25	McIntyre, Caitlin	Call with client; reviewing Sureties motion record; email correspondence regarding [REDACTED].	1.4	950.00	1,330.00
01/10/25	Rogers, Linc	Discussion with C. McIntyre regarding [REDACTED]; discussion with Receiver and C. McIntyre.	0.9	1,350.00	1,215.00
01/10/25	Thompson, Nancy	Receiving instructions from C. McIntyre; email message to the Commercial List office requesting available dates; reviewing response and preparing the request form; email message to C. McIntyre forwarding the draft request form.	0.5	550.00	275.00
01/13/25	McIntyre, Caitlin	Email correspondence with court and client regarding distribution motion timing.	0.2	950.00	190.00
01/13/25	Thompson, Nancy	Reviewing exchange between C. McIntyre and the Commercial List office; preparing revised request form and email message to C. McIntyre forwarding same; uploading responding motion record to sharefile and arranging for access by our clients.	0.4	550.00	220.00
01/14/25	McIntyre, Caitlin	Finalizing memo to [REDACTED]; reviewing Surety motion record and considering reply.	1.4	950.00	1,330.00
01/14/25	Morreau, Kyla	Drafting factum in support of bankruptcy assignment and distribution order.	4.1	415.00	1,701.50
01/14/25	Rogers, Linc	Email correspondence regarding [REDACTED].	0.2	1,350.00	270.00
01/14/25	Thompson, Nancy	Revising draft request form; email message to M. Stephenson and J. Salmas forwarding request form and requesting authority to sign; email message to the Commercial List office forwarding the completed request form.	0.5	550.00	275.00
01/15/25	McIntyre, Caitlin	Finalizing [REDACTED]; call with client and counsel to EDC; preparing supplement to Third Report.	3.7	950.00	3,515.00
01/15/25	Rogers, Linc	Preparing for and attending conference call with EDC and counsel.	0.6	1,350.00	810.00
01/15/25	Thompson, Nancy	Messages from and to C. McIntyre and confirming email message for the [REDACTED].	0.2	550.00	110.00
01/16/25	McIntyre, Caitlin	Preparing supplement to third report.	1.2	950.00	1,140.00
01/16/25	Rogers, Linc	Reviewing Sureties reply submissions; commenting on draft submissions by C. McIntyre.	1.5	1,350.00	2,025.00



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 Date: February 19, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
01/16/25	Treffry, Ngina	Preparing the record book.	0.9	350.00	315.00
01/17/25	McIntyre, Caitlin	Preparing supplement to third report; call with R. Williams.	3.1	950.00	2,945.00
01/17/25	Rogers, Linc	Finalizing supplement to third report in response to Sureties motion.	0.7	1,350.00	945.00
01/17/25	Thompson, Nancy	Reviewing email message from C. McIntyre and attached appendices; preparing appendices package for the Third Supplement and email message to C. McIntyre forwarding same; revising appendices package to include corrected appendices and email message to C. McIntyre forwarding same; drafting cover email message and messages to and from C. McIntyre regarding same; finalizing cover email message and serving the Third Supplement.	1.5	550.00	825.00
01/20/25	McIntyre, Caitlin	Preparing motion materials in relation to distribution; drafting factum regarding surety motion.	4.7	950.00	4,465.00
01/20/25	Morreau, Kyla	Researching [REDACTED] [REDACTED] [REDACTED] [REDACTED].	2.0	415.00	830.00
01/20/25	Thompson, Nancy	Preparing certificates of service for the Second Supplement and the Third Supplement; email message to C. McIntyre forwarding same for review and signing; reviewing email message from C. McIntyre; email messages to and from C. McIntyre confirming searches to be updated; conducting updated ON and BC PPSA searches; reviewing search results and updating the search summary; email message to C. McIntyre forwarding search results, updated search summary, and noting registrations which have dropped off.	3.0	550.00	1,650.00
01/21/25	Amoroso, Carlo	Resubmitting Motion Record in writing of the Receiver, Lawyer's Certificate of Service and Letter to the Commercial List office for filing through the e-portal.			25.00
01/21/25	McIntyre, Caitlin	Preparing draft factum regarding Surety motion; preparing motion materials regarding distribution.	1.5	950.00	1,425.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
01/21/25	Rogers, Linc	Discussion with [REDACTED] and related email correspondence.	0.3	1,350.00	405.00
01/21/25	Thompson, Nancy	Reviewing response from C. McIntyre; finalizing letter to the Commercial List office regarding in-writing motion record and arranging for same to be re-submitted to the court office for filing; assembling materials for filing the Second and Third Supplement, and drafting email message to the Commercial List office regarding same.	0.8	550.00	440.00
01/22/25	Amoroso, Carlo	Submitting Second and Third Supplements to the Third Report of the Receiver and Lawyer's Certificate of Service for each to the court for filing through the e-portal.			25.00
01/22/25	Amoroso, Carlo	Submitting Signed Order of Justice Kimmel dated October 2, 2024 and amended and restated December 20, 2024 to be issued and Receiver's Certificate to be filed with the court through the e-portal.			25.00
01/22/25	Earon, Beth	Emails to and from client; reviewing record book and instructing N. Treffry.	0.2	965.00	193.00
01/22/25	McIntyre, Caitlin	Drafting factum regarding Surety motion; drafting motion materials regarding distribution motion.	4.3	950.00	4,085.00
01/22/25	Rogers, Linc	Reviewing correspondence from [REDACTED].	0.6	1,350.00	810.00
01/22/25	Thompson, Nancy	Arranging for the Second and Third Supplements to be filed with the court; email messages from and to the Commercial List filing desk regarding the signed order for the in-writing motion; arranging for the amended and restated AVO to be re-submitted through the portal for filing; arranging for the receiver's certificate to be filed; email messages to and from the Commercial List filing desk regarding February 3 hearing date and the filing of additional materials; email message to C. McIntyre regarding format for the hearing.	0.8	550.00	440.00
01/22/25	Treffry, Ngina	Communicating with the Blakes working group regarding the record book.	0.1	350.00	35.00
01/23/25	McIntyre, Caitlin	Drafting factum regarding Surety motion; drafting motion materials regarding distribution motion; call with client.	4.9	950.00	4,655.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
01/23/25	Morreau, Kyla	Creating and reviewing accuracy of legal citations in Surety factum.	1.7	415.00	705.50
01/23/25	Rogers, Linc	Reviewing and revising draft factum in connection with surety motion; reviewing and revising draft report in connection with distribution motion; reviewing and revising draft security opinion; conference call with Receiver regarding [REDACTED]; related email correspondence and discussion with C. McIntyre.	4.6	1,350.00	6,210.00
01/23/25	Treffry, Ngina	Reviewing the PDF record book; communicating with the Blakes working group regarding the record book.	0.2	350.00	70.00
01/24/25	Earon, Beth	Reviewing real property security; reviewing and marking up security opinion.	2.3	965.00	2,219.50
01/24/25	McIntyre, Caitlin	Preparing motion materials regarding distribution motion; preparing factum regarding Surety motion.	5.2	950.00	4,940.00
01/24/25	Morreau, Kyla	Drafting notice of motion for distribution and bankruptcy order; revising case law links in surety factum.	4.3	415.00	1,784.50
01/24/25	Rogers, Linc	Finalizing reply factum in connection with sureties motion; related email correspondence and discussion with C. McIntyre; finalizing court report in connection with distribution motion.	2.2	1,350.00	2,970.00
01/24/25	Thompson, Nancy	Email message to C. McIntyre forwarding revised Order and Receiver's Certificate as issued; making inquiries to determine if unreported cases are available for linking to the factum; email messages regarding same; uploading unreported cases to sync.com and providing links; reviewing and revising draft order; finalizing factum and email message to the service list serving same; reviewing draft opinion and revising same to include summary of PPSA search results, and email message to C. McIntyre regarding same.	2.0	550.00	1,100.00
01/24/25	Treffry, Ngina	Pulling updated PIN for 256 Victoria Street, Alliston and reporting on same; requesting amendments to the record book.	0.5	350.00	175.00
01/26/25	McIntyre, Caitlin	Preparing materials regarding distribution motion.	0.4	950.00	380.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
01/26/25	Rogers, Linc	Reviewing and commenting on draft factum and report and related discussions with C. McIntyre.	1.2	1,350.00	1,620.00
01/27/25	McIntyre, Caitlin	Drafting materials in relation to distribution motion.	5.1	950.00	4,845.00
01/27/25	Morreau, Kyla	Revising notice of motion for distribution and bankruptcy order; researching case law on [REDACTED].	3.3	415.00	1,369.50
01/27/25	Rogers, Linc	Finalizing report and draft order; related email correspondence; reviewing revised opinion; related discussions with C. McIntyre.	1.1	1,350.00	1,485.00
01/27/25	Thompson, Nancy	Reviewing draft security opinion and assembling relevant schedules; email message to C. McIntyre forwarding compiled draft security opinion; reviewing and revising draft notice of motion; reviewing draft report and assembling together with all appendices; email message to C. McIntyre forwarding same; updating service list; reviewing draft order and preparing for inclusion in the motion record; finalizing materials and assembling motion record; email message to C. McIntyre forwarding motion record for review; reviewing motion record to reflect comments of C. McIntyre and email message to C. McIntyre forwarding motion record for service.	2.4	550.00	1,320.00
01/28/25	Amoroso, Carlo	Submitting Factum of the Receiver (re Surety Relief) and Lawyer's Certificate of Service for a motion returnable February 3, 2025 to the court for filing through the e-portal.			25.00
01/28/25	McIntyre, Caitlin	Preparing factum regarding distribution motion.	1.5	950.00	1,425.00
01/28/25	Riviglia, Anna	Submitted Motion Record to be filed.			25.00
01/28/25	Rogers, Linc	Status discussion with P. Reynolds regarding tax matters; discussion with C. McIntyre regarding same.	0.3	1,350.00	405.00
01/28/25	Thompson, Nancy	Preparing certificates of service for the factum for the Sureties motion and the motion record for the distribution motion and email message to C. McIntyre forwarding same for review and signing; arranging for the court materials to be filed with the court; email message to C. McIntyre forwarding list of	1.3	550.00	715.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		materials for uploading to Case Center; uploading materials; email messages to and from the Commercial List office confirming method of hearing for the motion.			
01/28/25	Treffry, Ngina	Communicating with G. Berardi regarding the record book and payment of outstanding taxes/water.	0.1	350.00	35.00
01/29/25	Amoroso, Carlo	Resubmitting Motion Record returnable January 31, 2025, Lawyer's Certificate of Service and Letter to the Commercial List Office for filing through the e-portal.			25.00
01/29/25	Amoroso, Carlo	Resubmitting Factum for motion returnable February 3, 2025, Lawyer's Certificate of Service and Letter to the Commercial List office for filing through the e-portal.			25.00
01/29/25	McIntyre, Caitlin	Drafting factum regarding distributions.	4.8	950.00	4,560.00
01/29/25	Morreau, Kyla	Revising bankruptcy motion factum; researching case law [REDACTED].	2.2	415.00	913.00
01/29/25	Rogers, Linc	Reviewing responding factum by Sureties; strategy discussion with C. McIntyre; related email correspondence; reviewing factum regarding distribution motion.	1.3	1,350.00	1,755.00
01/29/25	Thompson, Nancy	Preparing letter to the Commercial List office confirming the consolidation of the receiverships and arranging for the court materials to be resubmitted for filing; setting up link for unreported decision and email message to K. Morreau forwarding same; email messages from and to C. McIntyre and uploading materials for Sureties motion.	0.9	550.00	495.00
01/30/25	McIntyre, Caitlin	Drafting factum and preparing submissions.	2.1	950.00	1,995.00
01/30/25	Riviglia, Anna	Submitted Factum and Letter to be filed.			25.00
01/30/25	Thompson, Nancy	Preparing backpage for the factum and finalizing for service; email message to the service list serving the final factum; preparing certificate of service and email message to C. McIntyre forwarding same for review and service; arranging for factum to be filed with the court; reviewing and revising draft order; preparing participant information form for the January 31 hearing; email message to C.	2.4	550.00	1,320.00



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 Date: February 19, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		McIntyre forwarding same for review; finalizing draft order and form and uploading same to Case Center; reviewing and revising draft order for February 3 hearing and preparing participant information form; email message to C. McIntyre forwarding same for review.			
01/31/25	Amoroso, Carlo	Submitting Endorsement and signed Order of Justice Penny to be issued by the court through the e-portal.			25.00
01/31/25	McIntyre, Caitlin	Preparing for and making submissions at hearing; preparing submissions for surety motion.	6.8	950.00	6,460.00
01/31/25	Thompson, Nancy	Uploading materials to the January 31 hearing bundle and updating access; arranging for signed order to be filed and sealed.	0.3	550.00	165.00
01/31/25	Treffry, Ngina	Preparing form for USB copies of the record book to be prepared.	0.2	350.00	70.00
Total Fees for this Matter					\$ 95,236.00

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Amoroso, Carlo	CAMO	0.0	0.00	175.00
Burr, Chris	BUR	0.3	1,050.00	315.00
Earon, Beth	EEA	2.8	965.00	2,702.00
McIntyre, Caitlin	CAI	55.0	950.00	52,250.00
Morreau, Kyla	KYA	17.6	415.00	7,304.00
Riviglia, Anna	ANR	0.0	0.00	50.00
Rogers, Linc	LCR	15.8	1,350.00	21,330.00
Thompson, Nancy	NAB	18.8	550.00	10,340.00
Treffry, Ngina	NGI	2.2	350.00	770.00
Total		112.5		\$ 95,236.00

Taxable Disbursement(s)

eSummaries	\$ 202.40
OnCorp PPSA (electronic)	34.10
PPSA-EP	67.80
Search Fees	32.05



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		\$ 336.35
<u>Non-taxable Disbursement(s)</u>		
Court Fees	\$ 339.00	
Government Fees	44.85	
		<hr/>
		\$ 383.85
	Harmonized Sales Tax (13.0%)	<hr/>
		12,424.41
	Total Due for this Matter in Canadian Currency	<hr/>
		\$ 108,380.61 CAD



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9 Canada
 Tel: 416-863-2400 Fax: 416-863-2653

INVOICE

Please write invoice
 number(s) on cheque

March 12, 2025

Deloitte Restructuring Inc.
 Bay Adelaide East
 8 Adelaide Street West
 Suite 200
 Toronto, ON M5H 0A9
 Canada

Attention: Phil Reynolds

Invoice:
 Billing Lawyer
 HST/GST No.:
 Client:
 Matter:

2502601
 Rogers, Linc
 R119396778
 00038358
 000106

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
 during the period ended February 28, 2025, as follows:

	Total Fees	\$ 55,185.50
<u>Taxable Disbursement(s)</u>		
Courier	\$ 10.56	
Duplicating	71.15	
		\$ 81.71
<u>Non-taxable Disbursement(s)</u>		
Court Fees	\$ 678.00	
		\$ 678.00
	Harmonized Sales Tax (13.0%)	7,184.74
	TOTAL DUE IN CANADIAN CURRENCY	\$ 63,129.95 CAD^{MM}



Invoice: 2502601
 Date: March 12, 2025
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Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
02/01/25	McIntyre, Caitlin	Preparing submissions for sureties motion.	0.5	950.00	475.00
02/01/25	Rogers, Linc	Reviewing and commenting on draft submissions by C. McIntyre; discussion with C. McIntyre.	1.1	1,350.00	1,485.00
02/02/25	McIntyre, Caitlin	Preparing submissions; call with L. Rogers regarding submissions.	3.1	950.00	2,945.00
02/02/25	Rogers, Linc	Reviewing email correspondence regarding sureties motion; discussion with C. McIntyre.	0.3	1,350.00	405.00
02/03/25	McIntyre, Caitlin	Preparing for and attending motion regarding surety payment.	4.4	950.00	4,180.00
02/03/25	Rogers, Linc	Preparing for and attending Antamex hearing regarding sureties.	3.0	1,350.00	4,050.00
02/03/25	Thompson, Nancy	Finalizing draft order and posting to Case Center; revising participant information form, and posting to Case Center; reviewing issued and entered January 31 order and email message to C. McIntyre forwarding same; email message to the Service List circulating same.	0.7	550.00	385.00
02/04/25	McIntyre, Caitlin	Email correspondence with G. Berardi regarding website.	0.1	950.00	95.00
02/05/25	McIntyre, Caitlin	Email correspondence regarding next steps in receivership.	0.1	950.00	95.00
02/05/25	Rogers, Linc	Email correspondence and discussion with C. McIntyre regarding outstanding matters.	0.3	1,350.00	405.00
02/10/25	McIntyre, Caitlin	Reviewing correspondence from lien claimant; coordinating call with GEN counsel; considering lien claimant claims procedure; instructions to K. Morreau.	0.6	950.00	570.00
02/10/25	Morreau, Kyla	Attending meeting with C. McIntyre regarding [REDACTED].	0.2	415.00	83.00
02/11/25	McIntyre, Caitlin	Email correspondence with T. Moss and G. Berardi regarding employee communication from US union.	0.9	950.00	855.00
02/12/25	McIntyre, Caitlin	Preparing for and attending call with counsel to GEN; email correspondence with US counsel and client.	1.2	950.00	1,140.00



Invoice: 2502601
 Date: March 12, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
02/13/25	McIntyre, Caitlin	Call with US counsel; considering lien claims process.	1.0	950.00	950.00
02/14/25	McIntyre, Caitlin	Considering lien claims process.	0.3	950.00	285.00
02/14/25	Treffry, Ngina	Reviewing the record books; communicating with Ricoh regarding amendments to the record book; preparing letter to send out the record books.	0.7	350.00	245.00
02/18/25	McIntyre, Caitlin	Reviewing endorsement regarding surety payment and email correspondence regarding same; considering quantum of costs award and interest payment.	2.5	950.00	2,375.00
02/18/25	Rogers, Linc	Reviewing endorsement from Black J.; related discussions with email correspondence.	0.9	1,350.00	1,215.00
02/19/25	McIntyre, Caitlin	Preparing for and attending call with client; considering quantum of costs award and interest payment and correspondence with N. Thompson regarding same.	1.7	950.00	1,615.00
02/19/25	Rogers, Linc	Call with counsel to GEN and C. McIntyre regarding outstanding issues; follow up email correspondence and discussions with C. McIntyre.	0.9	1,350.00	1,215.00
02/19/25	Rogers, Linc	Preparing for and attending conference call with P. Reynolds and C. McIntyre to discuss outstanding matters.	0.5	1,350.00	675.00
02/19/25	Woods, Seumas	Emails from and to C. McIntyre about [REDACTED].	0.3	1,430.00	429.00
02/20/25	Bahnam, Katrina	Researching [REDACTED]; determining [REDACTED].	1.0	415.00	415.00
02/20/25	McIntyre, Caitlin	Considering lien claims process; call with S. Woods regarding [REDACTED]; call with N. Thompson regarding costs outline; meeting with. K. Bahnam regarding research.	1.9	950.00	1,805.00
02/20/25	Thompson, Nancy	Email messages to and from the Commercial List office regarding available dates; preparing request form, and finalizing and submitting same; discussion with C. McIntyre regarding costs outline; reviewing invoices and identify time entries for inclusion in the costs outline; preparing spreadsheet for calculations.	2.2	550.00	1,210.00



Invoice: 2502601
 Date: March 12, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
02/20/25	Treffry, Ngina	Reviewing the revised USB record books.	0.1	350.00	35.00
02/20/25	Woods, Seumas	Teams call with C. McIntyre to discuss possible [REDACTED].	0.4	1,430.00	572.00
02/21/25	Burr, Chris	Exchanging email messages with C. McIntyre regarding costs award and [REDACTED]; researching same.	0.5	1,050.00	525.00
02/21/25	McIntyre, Caitlin	Call with client regarding lien claims process; preparing draft costs outline.	1.6	950.00	1,520.00
02/21/25	Rogers, Linc	Attending call with client and C. McIntyre to discuss lien claim process; discussing same with P. Reynolds; follow up document review.	1.2	1,350.00	1,620.00
02/21/25	Thompson, Nancy	Reviewing copies of invoices and identifying time entries relating to the Sureties motion; preparing calculations of amounts; drafting costs outline; email message to C. McIntyre forwarding draft costs outline and identifying additional information required.	4.2	550.00	2,310.00
02/24/25	McIntyre, Caitlin	Call regarding [REDACTED]; draft motion materials.	1.2	950.00	1,140.00
02/24/25	Thompson, Nancy	Reviewing email message from C. McIntyre; email messages to and from C. McIntyre regarding October time entries; revising draft costs outline to incorporate comments from C. McIntyre and additional information; email message to C. McIntyre forwarding revised draft costs outline for review.	1.3	550.00	715.00
02/25/25	McIntyre, Caitlin	Preparing motion materials; correspondence regarding costs.	1.4	950.00	1,330.00
02/25/25	Rogers, Linc	Discussion with client regarding next steps and related email correspondence.	0.7	1,350.00	945.00
02/25/25	Thompson, Nancy	Updating service list and email message to C. McIntyre forwarding same; email message to G. Berardi forwarding materials for posting to the case website; discussion with C. McIntyre regarding interest on payment from Sureties; reviewing pre- and post-judgment interest rates; preparing interest calculation and email message to C. McIntyre forwarding same.	1.2	550.00	660.00
02/26/25	McIntyre, Caitlin	Preparing motion materials.	0.8	950.00	760.00
02/26/25	Rogers, Linc	Strategy discussion regarding [REDACTED].	0.3	1,350.00	405.00



Invoice: 2502601
 Date: March 12, 2025
 Page: 5

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
02/27/25	McIntyre, Caitlin	Drafting motion materials.	4.5	950.00	4,275.00
02/27/25	Rogers, Linc	Exchange of messages with counsel to GEN; reviewing and commenting on draft trust claims order and related email correspondence.	1.9	1,350.00	2,565.00
02/27/25	Treffry, Ngina	Finalizing correspondence to send out the record books; communicating with G. Berardi regarding the record books and the tax/water payments.	0.2	350.00	70.00
02/28/25	McIntyre, Caitlin	Preparing motion materials.	4.2	950.00	3,990.00
02/28/25	Morreau, Kyla	Retrieving and compiling precedent draft claim forms for trust claim process order.	1.1	415.00	456.50
02/28/25	Rogers, Linc	Discussion and email correspondence regarding trust claim process and related matters.	0.9	1,350.00	1,215.00
02/28/25	Thompson, Nancy	Messages from and to C. McIntyre regarding confirmation of March 11 hearing; preparing appointment for March 11 hearing; email message to G. Berardi forwarding motion materials from January 31 hearing for posting to the case website.	0.8	550.00	440.00
02/28/25	Treffry, Ngina	Communicating with M. Monteleone regarding satisfaction of the undertaking.	0.1	350.00	35.00
Total Fees for this Matter				\$ 55,185.50	

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Bahnam, Katrina	KBH	1.0	415.00	415.00
Burr, Chris	BUR	0.5	1,050.00	525.00
McIntyre, Caitlin	CAI	32.0	950.00	30,400.00
Morreau, Kyla	KYA	1.3	415.00	539.50
Rogers, Linc	LCR	12.0	1,350.00	16,200.00
Thompson, Nancy	NAB	10.4	550.00	5,720.00
Treffry, Ngina	NGI	1.1	350.00	385.00
Woods, Seumas	RSMW	0.7	1,430.00	1,001.00
Total		59.0		\$ 55,185.50



Invoice: 2502601
Date: March 12, 2025
Page: 6

Taxable Disbursement(s)

Courier	\$ 10.56
Duplicating	71.15

\$ 81.71

Non-taxable Disbursement(s)

Court Fees	\$ 678.00
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\$ 678.00

Harmonized Sales Tax (13.0%)

7,184.74

Total Due for this Matter in Canadian Currency

\$ 63,129.95 CAD



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9 Canada
 Tel: 416-863-2400 Fax: 416-863-2653

INVOICE

Please write invoice
 number(s) on cheque

April 11, 2025

Deloitte Restructuring Inc.
 Bay Adelaide East
 8 Adelaide Street West
 Suite 200
 Toronto, ON M5H 0A9
 Canada

Attention: Phil Reynolds

Invoice:
 Billing Lawyer
 HST/GST No.:
 Client:
 Matter:

2508497
 Rogers, Linc
 R119396778
 00038358
 000106

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
 during the period ended March 31, 2025, as follows:

Total Fees	\$ 47,703.00
Harmonized Sales Tax (13.0%)	6,201.39
TOTAL DUE IN CANADIAN CURRENCY	\$ 53,904.39 CAD^{MM}



Invoice: 2508497
 Date: April 11, 2025
 Page: 2

Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/03/25	McIntyre, Caitlin	Assisting in drafting fifth report.	1.0	950.00	950.00
03/03/25	Rogers, Linc	Reviewing and commenting on draft report for claims process and related order.	0.6	1,350.00	810.00
03/04/25	McIntyre, Caitlin	Revising fifth report and discussions with L. Rogers and client regarding same.	6.3	950.00	5,985.00
03/04/25	Morreau, Kyla	Drafting trust claims process notice of motion.	2.1	415.00	871.50
03/04/25	Rogers, Linc	Email correspondence regarding sureties issues; discussion with C. McIntyre regarding trust claim issues.	0.3	1,350.00	405.00
03/04/25	Thompson, Nancy	Messages from and to C. McIntyre regarding preparation of report and motion record; discussion with C. McIntyre regarding accounts payable parties and preparation of supplemental service list; reviewing and revising draft notice of motion; reviewing and revising draft order; preparing motion record cover pages and index; assembling appendices to the report; messages to and from C. McIntyre regarding postponement of motion.	1.5	550.00	825.00
03/05/25	McIntyre, Caitlin	Call with G. Berardi; coordinating moving hearing; reviewing and revising notice of motion.	1.7	950.00	1,615.00
03/05/25	Thompson, Nancy	Preparing request form for March 26 hearing date and email message to C. McIntyre forwarding same; finalizing request form and email message to the Commercial List office forwarding same; updating appointment to new hearing date; preparing list of accounts payable parties; preparing supplemental service list with available addresses.	1.4	550.00	770.00
03/05/25	Woods, Seumas	Emails from and to C. McIntyre about draft claims process order and [REDACTED].	0.2	1,430.00	286.00
03/06/25	McIntyre, Caitlin	Preparing for and attending meeting with S. Woods regarding [REDACTED].	0.9	950.00	855.00
03/06/25	Thompson, Nancy	Reviewing list of accounts payable parties; preparing supplemental service list with available addresses.	1.5	550.00	825.00



Invoice: 2508497
 Date: April 11, 2025
 Page: 3

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/06/25	Woods, Seumas	Discussions with C. McIntyre about [REDACTED].	0.5	1,430.00	715.00
03/07/25	Thompson, Nancy	Reviewing and revising list of AP parties; reviewing and revising draft supplemental service list; email message to C. McIntyre forwarding same and noting email addresses required.	1.7	550.00	935.00
03/10/25	McIntyre, Caitlin	Call with M. Stephenson; email correspondence with sureties; call with L. Rogers.	0.8	950.00	760.00
03/10/25	Morreau, Kyla	Researching [REDACTED]; researching and compiling precedent receiver's factums regarding [REDACTED].	5.7	415.00	2,365.50
03/12/25	McIntyre, Caitlin	Preparing for and attending call with Sureties.	0.8	950.00	760.00
03/12/25	Rogers, Linc	Discussion with Sureties counsel regarding cost award.	0.3	1,350.00	405.00
03/13/25	McIntyre, Caitlin	Preparing for and attending call regarding [REDACTED]; discussions with G. Berardi regarding [REDACTED].	1.3	950.00	1,235.00
03/13/25	Rogers, Linc	Discussion with Receiver regarding various outstanding matters including [REDACTED].	0.7	1,350.00	945.00
03/14/25	McIntyre, Caitlin	Discussions with G. Berardi regarding [REDACTED].	0.6	950.00	570.00
03/18/25	McIntyre, Caitlin	Drafting fifth report.	1.1	950.00	1,045.00
03/18/25	Thompson, Nancy	Email message to C. McIntyre forwarding copy of draft supplemental service list and discussion with C. McIntyre regarding same; reviewing project list for missing information and confirmation of amounts owing; preparing list of parties by project to assist with identifying missing information; discussion with C. McIntyre regarding supplemental service list, additional tracing work required and scope of the motion for next week.	2.3	550.00	1,265.00
03/19/25	McIntyre, Caitlin	Drafting fifth report.	3.5	950.00	3,325.00
03/19/25	Thompson, Nancy	Reviewing and revising motion record cover pages and index; reviewing draft notice of motion, order and schedules, and fifth report; revising and preparing same for inclusion in the motion record; preparing draft motion	2.0	550.00	1,100.00



Invoice: 2508497
 Date: April 11, 2025
 Page: 4

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		record and email message to C. McIntyre forwarding same for review; drafting cover email message and forwarding same to C. McIntyre for comment; finalizing motion record and email message to the Service List serving same.			
03/20/25	McIntyre, Caitlin	Discussion with G. Berardi regarding [REDACTED].	0.6	950.00	570.00
03/20/25	Thompson, Nancy	Reviewing undeliverable notification; making inquiries and completing online contact form requesting updated contact information; preparing certificate of service and email message to C. McIntyre forwarding same for review.	0.7	550.00	385.00
03/21/25	McIntyre, Caitlin	Drafting factum for trust claim process motion.	0.3	950.00	285.00
03/21/25	Riviglia, Anna	Submitted Motion Record and Memo to Court staff to be filed.			25.00
03/21/25	Thompson, Nancy	Following up on certificate of service; assembling materials and arranging for motion record to be filed with the court; messages with C. McIntyre regarding access to Case Center; uploading motion record and certificate of service to Case Center.	0.6	550.00	330.00
03/24/25	McIntyre, Caitlin	Drafting factum for trust claim process motion.	4.0	950.00	3,800.00
03/24/25	Rogers, Linc	Reviewing and commenting on draft factum in connection with trust claim motion and related matters.	0.5	1,350.00	675.00
03/24/25	Thompson, Nancy	Reviewing email messages regarding change in start time, and circulating appointment for same; drafting participant information form for the March 26 hearing and email message to C. McIntyre forwarding same; reviewing and revising factum and email message to C. McIntyre forwarding same for signing; email message to the Service List serving the factum.	0.7	550.00	385.00
03/25/25	McIntyre, Caitlin	Drafting factum and preparing submissions for trust claim process motion.	6.0	950.00	5,700.00
03/25/25	Thompson, Nancy	Uploading factum to Case Center; preparing certificate of service and email message to C. McIntyre forwarding same; reviewing email	1.2	550.00	660.00



Invoice: 2508497
 Date: April 11, 2025
 Page: 5

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		message requesting change to the Service List; reviewing and revising Service List accordingly and arranging for same to be posted to the case website; preparing clean and blackline copies of the draft order and email message to the Service List circulating same; reviewing and revising draft participant information form and email message to C. McIntyre forwarding same for review and comment.			
03/26/25	Amoroso, Carlo	Submitting Endorsement and Signed Order of Justice Dietrich dated March 26, 2025 to the court to be issued and filed through the e-portal.			25.00
03/26/25	McIntyre, Caitlin	Preparing for and attending hearing.	2.0	950.00	1,900.00
03/26/25	Thompson, Nancy	Revising and finalizing the participant information form and uploading to Case Center; preparing .pdf copy of the final order together with the schedules and email message to C. McIntyre forwarding same; arranging for the signed order to be issued and entered; reviewing email message from C. McIntyre and attached additional account payable information forwarded by G. Berardi.	0.7	550.00	385.00
03/27/25	McIntyre, Caitlin	Discussions with G. Berardi regarding service of claims packages; drafting claims instruction letter.	0.8	950.00	760.00
03/27/25	Thompson, Nancy	Reviewing additional accounts payable information provided by G. Berardi and comparing against information previously obtained; discussion with C. McIntyre regarding same; note to file; reviewing issued and entered Trust Claims Process Order and email message to the Service List forwarding same.	1.2	550.00	660.00
03/28/25	McIntyre, Caitlin	Coordinating with G. Berardi on mailing of packages; call with CRA regarding 256 Victoria; call with working regroup regarding [REDACTED].	1.5	950.00	1,425.00
03/28/25	Thompson, Nancy	Email message to S. Fretz forwarding information provided by the Receiver; email message to G. Berardi regarding same.	0.2	550.00	110.00
Total Fees for this Matter					\$ 47,703.00



Invoice: 2508497
 Date: April 11, 2025
 Page: 6

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Amoroso, Carlo	CAMO	0.0	0.00	25.00
McIntyre, Caitlin	CAI	33.2	950.00	31,540.00
Morreau, Kyla	KYA	7.8	415.00	3,237.00
Riviglia, Anna	ANR	0.0	0.00	25.00
Rogers, Linc	LCR	2.4	1,350.00	3,240.00
Thompson, Nancy	NAB	15.7	550.00	8,635.00
Woods, Seumas	RSMW	0.7	1,430.00	1,001.00
Total		59.8		\$ 47,703.00

Harmonized Sales Tax (13.0%)

6,201.39

Total Due for this Matter in Canadian Currency

\$ 53,904.39 CAD



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9 Canada
 Tel: 416-863-2400 Fax: 416-863-2653

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Please write invoice
 number(s) on cheque

May 15, 2025

Deloitte Restructuring Inc.
 Bay Adelaide East
 8 Adelaide Street West
 Suite 200
 Toronto, ON M5H 0A9
 Canada

Attention: Phil Reynolds

Invoice:
 Billing Lawyer
 HST/GST No.:
 Client:
 Matter:

2515037
 Rogers, Linc
 R119396778
 00038358
 000106

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
 during the period ended April 30, 2025, as follows:

	Total Fees	\$ 55,549.50
<u>Non-taxable Disbursement(s)</u>		
Court Fees	\$ 339.00	
		<hr/> \$ 339.00
	Harmonized Sales Tax (13.0%)	7,221.44
	TOTAL DUE IN CANADIAN CURRENCY	<hr/> \$ 63,109.94 CAD

BD



Invoice: 2515037
 Date: May 15, 2025
 Page: 2

Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/01/25	McIntyre, Caitlin	Email correspondence with client regarding [REDACTED] and US recognition of claims process; call with US counsel regarding recognition.	0.9	950.00	855.00
04/01/25	Rogers, Linc	Email correspondence regarding [REDACTED]; email correspondence regarding trust claim matters.	0.3	1,350.00	405.00
04/01/25	Thompson, Nancy	Updating Service List and email message to G. Berardi forwarding same for posting to the case website.	0.3	550.00	165.00
04/02/25	McIntyre, Caitlin	Correspondence with US counsel regarding recognition; correspondence with counsel to EDC.	0.3	950.00	285.00
04/03/25	McIntyre, Caitlin	Reviewing email from G. Berardi regarding [REDACTED].	0.3	950.00	285.00
04/03/25	Rogers, Linc	Email correspondence regarding trust claims; email correspondence regarding [REDACTED].	0.3	1,350.00	405.00
04/04/25	McIntyre, Caitlin	Reviewing and commencing on draft US motion for recognition of trust claims process order; reviewing correspondence from Stuart Olson.	1.2	950.00	1,140.00
04/07/25	McIntyre, Caitlin	Call with counsel to EDC and client; email correspondence with US counsel regarding recognition of order; reviewing [REDACTED]; call with R. Kennedy.	2.6	950.00	2,470.00
04/07/25	Rogers, Linc	Status discussion with Receiver and EDC; related email correspondence; email correspondence regarding Chapter 15 recognition of trust claim procedure order.	0.5	1,350.00	675.00
04/08/25	McIntyre, Caitlin	Drafting [REDACTED].	0.8	950.00	760.00
04/08/25	Nwaokoro, Valerie	Researching case law examples of [REDACTED] for C. McIntyre.	1.5	415.00	622.50
04/09/25	McIntyre, Caitlin	Correspondence with client regarding Stuart Olson; correspondence with counsel to Stuart Olson; reviewing and responding to NSCC regarding [REDACTED].	2.6	950.00	2,470.00
04/09/25	Nwaokoro, Valerie	Researching case law examples of [REDACTED]	5.3	415.00	2,199.50



Invoice: 2515037
 Date: May 15, 2025
 Page: 3

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		████████████████████ ████████████████████ for C. McIntyre.			
04/09/25	Rogers, Linc	Discussion regarding ██████████; reviewing draft letter regarding same.	0.9	1,350.00	1,215.00
04/09/25	Thompson, Nancy	Reviewing message from C. McIntyre regarding representation of GEN; reviewing file, and message to C. McIntyre regarding information obtained.	0.4	550.00	220.00
04/10/25	McIntyre, Caitlin	Drafting ██████████.	2.6	950.00	2,470.00
04/10/25	Nwaokoro, Valerie	Researching the ██████████ ████████████████████ ████████████████████ ████████████████████ for C. McIntyre.	5.5	415.00	2,282.50
04/10/25	Rogers, Linc	Reviewing correspondence in connection with Stuart Olson matter.	0.5	1,350.00	675.00
04/11/25	McIntyre, Caitlin	Drafting ██████████; drafting letter to GEN.	4.4	950.00	4,180.00
04/11/25	Nwaokoro, Valerie	Researching the ██████████ ████████████████████ ████████████████████ ████████████████████ for C. McIntyre.	1.5	415.00	622.50
04/11/25	Rogers, Linc	Finalizing ██████████; related discussions and email correspondence; email correspondence regarding trust claims process and Stuart Olson; email correspondence regarding Chapter 15 recognition hearing.	1.4	1,350.00	1,890.00
04/14/25	McIntyre, Caitlin	Drafting ██████████; email correspondence with counsel to Stuart Olson and counsel to NSCC regarding lien claim; email correspondence with counsel to GEN and discussions with L. Rogers regarding same.	2.3	950.00	2,185.00
04/14/25	Rogers, Linc	Discussion with K. Mayhew regarding ██████████; follow up discussion with C. McIntyre; related email correspondence.	1.1	1,350.00	1,485.00
04/15/25	Rogers, Linc	Strategy considerations in connection with ██████████.	0.5	1,350.00	675.00
04/16/25	McIntyre, Caitlin	Revising ██████████.	0.8	950.00	760.00



Invoice: 2515037
 Date: May 15, 2025
 Page: 4

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/16/25	Rogers, Linc	Reviewing and commenting on [REDACTED]; email correspondence regarding [REDACTED]; email correspondence regarding lien claimant issue.	1.0	1,350.00	1,350.00
04/17/25	McIntyre, Caitlin	Call with client regarding [REDACTED].	0.7	950.00	665.00
04/17/25	Rogers, Linc	Email correspondence with GEN counsel; status call with Receiver and EDC; related email correspondence and discussions with C. McIntyre.	1.1	1,350.00	1,485.00
04/21/25	McIntyre, Caitlin	Drafting letter to GEN.	0.6	950.00	570.00
04/21/25	Rogers, Linc	Finalizing [REDACTED].	0.3	1,350.00	405.00
04/22/25	McIntyre, Caitlin	Finalizing letter to GEN.	0.2	950.00	190.00
04/23/25	McIntyre, Caitlin	Responding to inquiry from US counsel.	0.3	950.00	285.00
04/23/25	Rogers, Linc	[REDACTED]; follow up discussion with P. Reynolds.	0.6	1,350.00	810.00
04/24/25	McIntyre, Caitlin	Correspondence with G. Berardi.	0.1	950.00	95.00
04/25/25	McIntyre, Caitlin	Reviewing proofs of claim received; email correspondence with counsel for Stuart Olson; reviewing results of [REDACTED].	1.9	950.00	1,805.00
04/25/25	Rogers, Linc	Email correspondence regarding claims process and related discussions; email correspondence regarding [REDACTED] and related discussions.	1.7	1,350.00	2,295.00
04/28/25	McIntyre, Caitlin	Reviewing and analyzing claims received.	2.0	950.00	1,900.00
04/28/25	Nwaokoro, Valerie	Researching [REDACTED] for C.McIntyre.	3.4	415.00	1,411.00
04/28/25	Rogers, Linc	Email correspondence regarding trust claim process.	0.2	1,350.00	270.00
04/29/25	McIntyre, Caitlin	Reviewing and analyzing filed proofs of claim.	2.0	950.00	1,900.00
04/29/25	Nwaokoro, Valerie	Researching [REDACTED] for C.McIntyre;	7.8	415.00	3,237.00
04/30/25	McIntyre, Caitlin	Drafting [REDACTED]; reviewing and considering proofs of claim; email correspondence to J.A. Prestage.	2.2	950.00	2,090.00



Invoice: 2515037
 Date: May 15, 2025
 Page: 5

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/30/25	Nwaokoro, Valerie	Researching [REDACTED] [REDACTED] [REDACTED] [REDACTED] for C.McIntyre.	4.6	415.00	1,909.00
04/30/25	Prestage, J.A.	Review and initial consideration of [REDACTED] [REDACTED] and exchange regarding same with C. McIntyre.	0.9	1,045.00	940.50
04/30/25	Rogers, Linc	Email correspondence regarding trust claim related matters.	0.4	1,350.00	540.00
Total Fees for this Matter					\$ 55,549.50

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
McIntyre, Caitlin	CAI	28.8	950.00	27,360.00
Nwaokoro, Valerie	VNW	29.6	415.00	12,284.00
Prestage, J.A.	JAP	0.9	1,045.00	940.50
Rogers, Linc	LCR	10.8	1,350.00	14,580.00
Thompson, Nancy	NAB	0.7	550.00	385.00
Total		70.8		\$ 55,549.50

Non-taxable Disbursement(s)

Court Fees

\$ 339.00

\$ 339.00

Harmonized Sales Tax (13.0%)

7,221.44

Total Due for this Matter in Canadian Currency

\$ 63,109.94 CAD



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9 Canada
 Tel: 416-863-2400 Fax: 416-863-2653

INVOICE

Please write invoice
 number(s) on cheque

June 13, 2025

Deloitte Restructuring Inc.
 Bay Adelaide East
 8 Adelaide Street West
 Suite 200
 Toronto, ON M5H 0A9
 Canada

Attention: Phil Reynolds

Invoice:
 Billing Lawyer
 HST/GST No.:
 Client:
 Matter:

2520194
 Rogers, Linc
 R119396778
 00038358
 000106

Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED
 during the period ended May 31, 2025, as follows:

Total Fees	\$ 48,055.50
Harmonized Sales Tax (13.0%)	6,247.22
TOTAL DUE IN CANADIAN CURRENCY	\$ 54,302.72 CAD

LD



Invoice: 2520194
 Date: June 13, 2025
 Page: 2

Re: Receivership of Antamex Industries ULC (000106)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/01/25	McIntyre, Caitlin	Email correspondence with Deloitte and US counsel regarding US recognition of Trust Claims Order; email correspondence with P. Reynolds regarding [REDACTED]; email correspondence with J.A. Prestage regarding [REDACTED]; email correspondence with D. Rosario regarding GSA.	1.7	950.00	1,615.00
05/01/25	Prestage, J.A.	Identifying possible issues regarding [REDACTED] and preparing email to C. McIntyre regarding same.	1.3	1,045.00	1,358.50
05/01/25	Rogers, Linc	Email correspondence regarding Antamex claims process.	0.6	1,350.00	810.00
05/02/25	McIntyre, Caitlin	Call with D. Rosario regarding GSA; call with Deloitte regarding proofs of claim filed by sureties; reviewing proofs of claim filed by sureties.	1.4	950.00	1,330.00
05/02/25	Rogers, Linc	Attending call to discuss trust claim process matters.	0.8	1,350.00	1,080.00
05/02/25	Rosario, Daniel W.F.	Call with C. McIntyre to receive instructions regarding [REDACTED]; reviewing relevant portions of [REDACTED]; drafting general security agreement.	2.2	915.00	2,013.00
05/05/25	McIntyre, Caitlin	Reviewing summary of US law on trust funds; reviewing draft GSA.	0.6	950.00	570.00
05/06/25	McIntyre, Caitlin	Preparing for and attending call with client regarding proofs of claim; revising [REDACTED]; related discussion with L. Rogers; email correspondence with D. Rosario.	1.7	950.00	1,615.00
05/06/25	Rogers, Linc	Reviewing and commenting on draft [REDACTED]; related discussion with C. McIntyre.	0.6	1,350.00	810.00
05/06/25	Rosario, Daniel W.F.	Considering revisions to security agreement and related correspondence with C. McIntyre.	0.4	915.00	366.00
05/07/25	Binnie, Ian	Discussions with D. Rosario regarding [REDACTED].	0.3	1,400.00	420.00
05/07/25	McIntyre, Caitlin	Revising and circulating [REDACTED].	0.5	950.00	475.00
05/07/25	Rogers, Linc	Email correspondence regarding Antamex [REDACTED].	0.2	1,350.00	270.00



Invoice: 2520194
 Date: June 13, 2025
 Page: 3

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/07/25	Rosario, Daniel W.F.	Considering uniform commercial code matters relating to security instrument; discussion with I. Binnie regarding [REDACTED].	0.7	915.00	640.50
05/09/25	Rogers, Linc	Reviewing email correspondence regarding various outstanding matters.	0.5	1,350.00	675.00
05/12/25	McIntyre, Caitlin	Reviewing Stuart Olson proof of claim; correspondence with T. Moss regarding GSA.	2.1	950.00	1,995.00
05/13/25	McIntyre, Caitlin	Correspondence with US counsel regarding [REDACTED]; correspondence with G. Berardi regarding Alumicor claim and tracing analysis.	0.8	950.00	760.00
05/13/25	Rogers, Linc	Reviewing correspondence regarding lien claim and related release documentation.	0.4	1,350.00	540.00
05/14/25	McIntyre, Caitlin	Call with G. Berardi and R. Williams regarding tracing analysis and [REDACTED]; revising [REDACTED]; considering law relating to [REDACTED].	3.6	950.00	3,420.00
05/14/25	Rogers, Linc	Reviewing comments on draft [REDACTED]; correspondence in connection with [REDACTED]; correspondence in connection with trust claim process.	0.4	1,350.00	540.00
05/15/25	McIntyre, Caitlin	Considering approach to [REDACTED]; correspondence with L. Rogers and P. Reynolds regarding same.	2.9	950.00	2,755.00
05/15/25	Rogers, Linc	Email correspondence regarding [REDACTED]; strategy discussion with C. McIntyre regarding [REDACTED].	0.6	1,350.00	810.00
05/16/25	McIntyre, Caitlin	Drafting report on [REDACTED]; reviewing US security agreement; drafting notices of disallowance regarding surety claims.	1.9	950.00	1,805.00
05/16/25	Rogers, Linc	Reviewing and commenting on draft [REDACTED] and related email correspondence.	0.4	1,350.00	540.00
05/20/25	McIntyre, Caitlin	Correspondence with G. Berardi.	0.1	950.00	95.00
05/21/25	Cockburn, Reagan	Analyzing precedent [REDACTED].	2.4	395.00	948.00
05/21/25	McIntyre, Caitlin	Drafting Antamex security opinion.	1.6	950.00	1,520.00



Invoice: 2520194
 Date: June 13, 2025
 Page: 4

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/21/25	Rogers, Linc	Reviewing email correspondence in connection with lien claims; discussing same with C. McIntyre.	0.6	1,350.00	810.00
05/22/25	Cockburn, Reagan	Analyzing precedent [REDACTED].	0.7	395.00	276.50
05/26/25	McIntyre, Caitlin	Drafting EDC security opinion.	1.8	950.00	1,710.00
05/26/25	Rogers, Linc	Discussion with C. McIntyre regarding disallowances of surety claims.	0.3	1,350.00	405.00
05/27/25	McIntyre, Caitlin	Drafting report on [REDACTED] and security opinion; revising notices of disallowance.	1.4	950.00	1,330.00
05/27/25	Rogers, Linc	Reviewing and commenting on notices of disallowance; related email correspondence.	0.6	1,350.00	810.00
05/28/25	Cockburn, Reagan	Analyzing case law on [REDACTED].	1.9	395.00	750.50
05/28/25	McIntyre, Caitlin	Drafting security opinion and report on [REDACTED]; reviewing [REDACTED]; call with A. Iqbal.	4.1	950.00	3,895.00
05/28/25	Rogers, Linc	Email correspondence regarding notices of disallowance; reviewing and commenting on [REDACTED]; related discussions with C. McIntyre.	1.3	1,350.00	1,755.00
05/28/25	Thompson, Nancy	Discussion with C. McIntyre regarding process for motion for [REDACTED].	0.5	550.00	275.00
05/29/25	Cockburn, Reagan	Researching case law on [REDACTED].	2.5	395.00	987.50
05/29/25	McIntyre, Caitlin	Reviewing [REDACTED] and providing views thereon to the client; correspondence with US counsel regarding [REDACTED]; correspondence with G. Berardi regarding notices of disallowance.	3.3	950.00	3,135.00
05/29/25	Rogers, Linc	Email correspondence regarding notice of disallowance, [REDACTED], [REDACTED] and distribution related matters.	0.8	1,350.00	1,080.00
05/30/25	McIntyre, Caitlin	Drafting fifth report.	0.4	950.00	380.00
05/30/25	Rogers, Linc	Email correspondence regarding disallowance notices in connection with [REDACTED]; email correspondence regarding interim distribution.	0.3	1,350.00	405.00
05/30/25	Thompson, Nancy	Receiving instructions from C. McIntyre;	0.5	550.00	275.00



Invoice: 2520194
 Date: June 13, 2025
 Page: 5

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		email messages to and from the Commercial List office; drafting request form and email message to C. McIntyre forwarding same.			
Total Fees for this Matter					\$ 48,055.50

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Binnie, Ian	IAB	0.3	1,400.00	420.00
Cockburn, Reagan	RGC	7.5	395.00	2,962.50
McIntyre, Caitlin	CAI	29.9	950.00	28,405.00
Prestage, J.A.	JAP	1.3	1,045.00	1,358.50
Rogers, Linc	LCR	8.4	1,350.00	11,340.00
Rosario, Daniel W.F.	DWR	3.3	915.00	3,019.50
Thompson, Nancy	NAB	1.0	550.00	550.00
Total		51.7		\$ 48,055.50

Harmonized Sales Tax (13.0%)

6,247.22

Total Due for this Matter in Canadian Currency

\$ 54,302.72 CAD

This is **Exhibit “B”** referred to in the

Affidavit of Linc Rogers

sworn before me
this 25th day of June, 2025



A Commissioner, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2027.

EXHIBIT “B”

Name of Lawyer	Practice Group	Year of Call	Hourly Rate	Total Hours
Bahnam, Katrina <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$415	1.0
Bazarkewich, Shavone <i>Partner</i>	Tax (Toronto)	2016	\$1,000	6.2
Binnie, Ian <i>Partner</i>	Financial Services (Toronto)	1995	\$1,400	0.3
Budgell, Melinda <i>Search Clerk</i>	Financial Services (Toronto)	N/A	\$220	0.4
Burr, Chris <i>Partner</i>	Restructuring & Insolvency (Toronto)	2008	\$1,050	0.8
Cockburn, Reagan <i>Summer Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$395	7.5
Crichlow, Cassidy <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$395	14.1
D’Alimonte, Silvana <i>Partner</i>	Commercial Real Estate (Toronto)	1991	\$1,250	0.4
Earon, Beth <i>Counsel</i>	Commercial Real Estate (Toronto)	2010	\$900	13.1
			\$965	2.8
Harris, Jake <i>Associate</i>	Restructuring & Insolvency (Toronto)	2022	\$710	2.6
Harrison, Zoe <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$395	8.1
Lahey, Eamonn <i>Associate</i>	Tax (Toronto)	2024	\$670	1.3
McIntyre, Caitlin <i>Associate</i>	Restructuring & Insolvency (Toronto)	2017	\$870	201.1
			\$950	178.9
Morreau, Kyla <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$415	26.7
Nwaokoro, Valerie <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$415	29.6
Prestage, J.A. <i>Partner</i>	Litigation & Dispute Resolution (Toronto)	1987	\$1,045	2.2

Name of Lawyer	Practice Group	Year of Call	Hourly Rate	Total Hours
Rogers, Linc <i>Partner</i>	Restructuring & Insolvency (Toronto)	2000	\$1,260	48.8
			\$1,350	49.4
Rosario, Daniel <i>Associate</i>	Financial Services (Toronto)	2017	\$915	3.3
Szirmak, Daniel <i>Associate</i>	Litigation & Dispute Resolution (Toronto)	2016	\$885	0.5
Thompson, Nancy <i>Law Clerk</i>	Restructuring & Insolvency (Toronto)	N/A	\$525	44.0
			\$550	46.6
Treffry, Ngina <i>Law Clerk</i>	Commercial Real Estate (Toronto)	N/A	\$335	7.2
			\$350	3.3
Welch, Anna <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$395	45.9
Woods, Seumas <i>Partner</i>	Litigation & Dispute Resolution (Toronto)	1989	\$1,335	1.0
			\$1,430	1.4
Zung, Joshua <i>Associate</i>	Tax (Toronto)	2021	\$790	0.9

Total Fees Billed:	\$614,469.50
Total Hours:	749.4
Average Hourly Rate:	\$819.95

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA
Applicant

- and -

ANTAMEX INDUSTRIES ULC
Respondent**ONTARIO**
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

AFFIDAVIT OF LINC ROGERS
Sworn June 25, 2025**BLAKE, CASSELS & GRAYDON LLP**
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9**Caitlin McIntyre**, LSO #72306R
Tel: 416-863-4174
Email: caitlin.mcintyre@blakes.com

Lawyers for the Receiver

APPENDIX “K”

Court File No.: CV-24-00715153-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AFFIDAVIT OF TINA MOSS

I, **Tina Moss**, of the Borough of East Stroudsburg, in the State of Pennsylvania,
MAKE OATH AND SAY:

1. I am a Partner at the law firm of Perkins Coie LLP (“**Perkins Coie**”), U.S. counsel for Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as Receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Antamex Industries ULC (“**Antamex**”), and as such have knowledge of the matters to which I hereinafter depose.
2. Deloitte was appointed as receiver and manager, without security, of all of the assets, undertakings and properties of Antamex by Amended and Restated Order (Appointing Receiver) dated March 13, 2024 (the “**Appointment Order**”).

3. Pursuant to the terms of the Appointment Order, the Receiver retained Perkins Coie to advise it with regards to the matters related to its appointment and the performance of its duties and powers.

4. Paragraph 19 of the Appointment Order provides that the Receiver and counsel to the Receiver are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges. Paragraph 20 of the Appointment Order provides that the Receiver and its legal counsel shall pass their accounts from time to time.

5. The fees and disbursements of Perkins Coie for the period from March 8, 2024 to August 31, 2024 were passed and approved by the Approval, Vesting and Ancillary Relief Order of Justice Kimmel dated October 2, 2024.

6. The fees and disbursements of Perkins Coie for the period from September 1, 2024 to May 31, 2025 are summarized in the invoices rendered to the Receiver (the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Perkins Coie. The amounts charged for fees reflect a 20% discount to Perkins Coie’s standard hourly rates. The Invoices contain information and advice over which privilege is asserted, and which privilege is not waived. As a result, redacted copies of the Invoices and a summary of the Invoices are attached hereto and marked as **Exhibit “A”**. Copies of the complete Invoices have been provided to the Receiver.

7. As set out in the summary included at Exhibit “A”, Perkins Coie expended a total of 71.6 hours at an average hourly rate of US\$1,014.49.

8. Attached hereto and marked as **Exhibit “B”** is a summary of the lawyers whose services are reflected on the Invoices, including year of call, hourly rate and the total fees and hours billed.

9. The total amount being claimed for the work performed by Perkins Coie for the period from September 1, 2024 to May 31, 2025 is US\$72,637.60 for fees (after allowance of a 20% discount). No disbursements were incurred during this period.

10. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other purpose.

SWORN BEFORE ME

☐ in person OR ☒ by video conference)
by **Tina Moss** of the Borough of East)
Stroudsburg, in the State of Pennsylvania,)
before me at the City of Burlington, in the)
Regional Municipality of Halton, on **June 25,**)
2025, in accordance with O.Reg.431/20,)
Administering Oath or Declaration Remotely)



A Commissioner for Taking Affidavits, etc.

Caitlin McIntyre, LSO #72306R



TINA MOSS

This is **Exhibit “A”** referred to in the

Affidavit of Tina Moss

sworn before me by video conference
this 25th day of June, 2025

A handwritten signature in blue ink, appearing to read 'C. McIntyre', is written above a horizontal line.

A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

SUMMARY OF INVOICES OF PERKINS COIE
(Period from September 1, 2024 to May 31, 2025)

154477.0002 / Antamex Industries ULC Receivership

Invoice No.	Period Ending	Fees	20% Discount	Fees Reduced	Disbursements	Total	Hours
7113501	September 30, 2024	\$24,698.50	(\$4,939.70)	\$19,758.80	\$0.00	\$19,758.80	21.60
7144440	November 30, 2024	\$6,820.00	(\$1,364.00)	\$5,456.00	\$0.00	\$5,456.00	5.20
7162448	December 31, 2024	\$2,846.00	(\$569.20)	\$2,276.80	\$0.00	\$2,276.80	2.00
7180323	January 31, 2025	\$5,037.50	(\$1,007.50)	\$4,030.00	\$0.00	\$4,030.00	3.10
7187502	February 28, 2025	\$3,982.50	(\$796.50)	\$3,186.00	\$0.00	\$3,186.00	2.80
7202090	March 31, 2025	\$4,775.00	(\$955.00)	\$3,820.00	\$0.00	\$3,820.00	3.80
7218676	April 30, 2025	\$24,250.00	(\$4,850.00)	\$19,400.00	\$0.00	\$19,400.00	17.50
7234756	May 31, 2025	\$18,387.50	(\$3,677.50)	\$14,710.00	\$0.00	\$14,710.00	15.60
	Totals:	\$90,797.00	(\$18,159.40)	\$72,637.60	\$0.00	\$72,637.60	71.6

Average Hourly Rate: \$1,014.49

* All amounts are in USD

1201 Third Avenue, Suite 4900
Seattle, Washington 98101
Phone: 206.359.8000

Email: clientacct@perkinscoie.com
Accounting: 206.359.3143
Fax: 206.359.9000

Perkins 340
Coie

Deloitte Restructuring Inc.
Attn: Phil Reynolds
EMAIL INVOICES TO: philreynolds@deloitte.ca
Bay Adelaide East
8 Adelaide Street West, Suite 200
ONTARIO
CANADA

Invoice No. 7113501
Matter No. 154477.0002
Bill Date October 14, 2024
Due Date Due Upon Receipt

INVOICE SUMMARY

Re: 154477.0002 / Antamex Industries ULC Receivership

For Professional Services rendered through September 30, 2024

Services	\$24,698.50
Less (20.00)% Discount	(\$4,939.70)
Total Services	<hr/> \$19,758.80
Total Invoice Amount	<hr/> \$19,758.80

INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE

REMITTANCE INSTRUCTIONS

Payment Due in USD Currency
Tax Identification Number: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7113501

CHECKS: Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	ACH / WIRE TRANSFERS IN USD: Bank: US Bank 1420 Fifth Avenue Seattle, WA ABA # 125000105 Swift Code # US BK US 44I MT Account Name: Perkins Coie LLP Account Number: 1 535 5592 1235
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Client Privacy. We collect or receive personal data in the ordinary course of providing legal services to you, including the personal data of your employees. For more information about how we collect, use, and disclose personal data in connection with our legal representation of clients, please review our Privacy Policy at <https://www.perkinscoie.com/en/privacy-policy.html>.

After 30 days, a monthly late charge of 1% per month from the invoice date (or such lower rate as required by applicable law) will be due. Should a collection action or proceeding be necessary, attorneys' fees and costs for such collection effort will also be due.

Professional Services through 09/30/2024

Date	Attorney / Assistant	Description of Service	Hours
09/03/2024	T. Moss	Correspondence with R. Lewis regarding CT law issues related to Norwich property	0.20
09/05/2024	T. Moss	Telephone conference with C. McIntyre regarding [REDACTED]; correspondence with B. Carver regarding [REDACTED]	0.40
09/06/2024	T. Moss	Correspondence with CT counsel regarding [REDACTED]; forward memorandum to C. McIntyre	0.20
09/10/2024	G. Eisenberg	Conference with T. Moss regarding research and Connecticut law on [REDACTED];	0.40
09/10/2024	T. Moss	Telephone conference with C. McIntyre regarding [REDACTED]; conference with G. Eisenberg regarding same; review file regarding relevant documents and forward to G. Eisenberg and N. Wagner for review; correspondence with B. Carver regarding scheduling call	0.70
09/10/2024	N. Wagner	Review correspondence regarding [REDACTED] and related matters;	0.20
09/11/2024	G. Eisenberg	Participate in conference with T. Moss and N. Wagner regarding [REDACTED]; analysis of issues related to same	1.30
09/11/2024	T. Moss	Telephone conference with C. McIntyre and Nationwide counsel regarding [REDACTED]; conference with G. Eisenberg and N. Wagner regarding [REDACTED]; correspondence with C. McIntyre regarding same	1.80
09/11/2024	N. Wagner	Review lease agreement, court order related to [REDACTED]; telephone conference with T. Moss and G. Eisenberg regarding receivership, [REDACTED];	1.70
09/14/2024	N. Wagner	Research and review statutes and case law applicable to [REDACTED], and related matters; review Landlord Agreement, lease agreement, equipment lease, and other documents related to [REDACTED]; review and draft correspondence regarding case law, statutes, and contractual considerations related to the [REDACTED];	4.10
09/17/2024	T. Moss	Conference call with C. McIntyre, L. Rogers, R. Lewis, J. Steere and N. Wagner regarding [REDACTED]; review materials in preparation for same	1.00
09/17/2024	N. Wagner	Prepare for telephone conference regarding [REDACTED] and applicable statutes and case law; telephone conference with T. Moss, Canadian and CT counsel regarding same; review correspondence regarding same;	0.70

Date	Attorney / Assistant	Description of Service	Hours
09/19/2024	T. Moss	Review and consider memorandum from CT counsel regarding issues related to [REDACTED]	0.50
09/19/2024	N. Wagner	Review correspondence and memorandum from Connecticut local counsel;	0.20
09/20/2024	T. Moss	Telephone conference with C. McIntyre regarding memorandum from CT counsel regarding issues related to [REDACTED] and next steps; conference with N. Wagner regarding review of authorities pertaining to [REDACTED]	0.50
09/20/2024	N. Wagner	Review local counsel memorandum; review and draft correspondence regarding same; review memorandum from Blakes regarding [REDACTED]; review and analyze relevant case law and legislative history; draft summary of key matters discussed in same and potential arguments against [REDACTED]; review and revise same; review and draft correspondence regarding examined case law and statutes;	3.70
09/23/2024	T. Moss	Conference and correspondence with N. Wagner regarding [REDACTED] issues and analysis; correspondence with C. McIntyre regarding preparation of Fee Affidavit and review file regarding same	0.70
09/23/2024	N. Wagner	Review and draft correspondence regarding follow up questions regarding relevant case law and statutes; review and analyze underlying cases and statutes; prepare summary of findings; review and revise summary; telephone conferences regarding same;	2.00
09/24/2024	T. Moss	Review Motion to Stay filed by Suffolk in MA litigation and forward to C. McIntyre	0.30
09/25/2024	T. Moss	Videoconference with C. McIntyre regarding Fee Affidavit and [REDACTED]	0.40
09/30/2024	N. Wagner	Review letter to landlord and new tenant regarding Antamex's interests in trade fixtures and related matters; review statutory provisions referenced in letter; review and draft correspondence regarding letter;	0.60
Total			21.60

Invoice No. 7113501
Deloitte Restructuring Inc.
154477.0002 / Antamex Industries ULC Receivership



Services
\$24,698.50

Less (20.00)% Discount
(\$4,939.70)

Total Services
\$19,758.80

Summary of Services through 09/30/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
G. Eisenberg	Partner	1.70	1,300.00	2,210.00
T. Moss	Partner	6.70	1,475.00	9,882.50
N. Wagner	Associate	13.20	955.00	12,606.00
Total Services		21.60		\$24,698.50

Total Invoice Amount
\$19,758.80

Open Invoices as of October 14, 2024

	0-30	31-60	61-90	91-120	121+	Total
Fees	\$19,758.80	\$6,583.60	\$3,936.00	\$0.00	\$0.00	\$30,278.40
Disbursements and Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$19,758.80	\$6,583.60	\$3,936.00	\$0.00	\$0.00	\$30,278.40

1201 Third Avenue, Suite 4900
Seattle, Washington 98101
Phone: 206.359.8000

Email: clientacct@perkinscoie.com
Accounting: 206.359.3143
Fax: 206.359.9000

**Perkins
Coie** 344

Deloitte Restructuring Inc.
Attn: Phil Reynolds
EMAIL INVOICES TO: philreynolds@deloitte.ca
Bay Adelaide East
8 Adelaide Street West, Suite 200
ONTARIO
CANADA

Invoice No. 7144440
Matter No. 154477.0002
Bill Date December 10, 2024
Due Date Due Upon Receipt

INVOICE SUMMARY

Re: 154477.0002 / Antamex Industries ULC Receivership

For Professional Services rendered through November 30, 2024

Services	\$6,820.00
Less (20.00)% Discount	(\$1,364.00)
Total Services	<hr/> \$5,456.00
Total Invoice Amount	<hr/> \$5,456.00

INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE

REMITTANCE INSTRUCTIONS

Payment Due in USD Currency
Tax Identification Number: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7144440

CHECKS:	ACH / WIRE TRANSFERS IN USD:
Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	Bank: US Bank 1420 Fifth Avenue Seattle, WA ABA # 125000105 Swift Code # US BK US 44I MT Account Name: Perkins Coie LLP Account Number: 1 535 5592 1235

Client Privacy. We collect or receive personal data in the ordinary course of providing legal services to you, including the personal data of your employees. For more information about how we collect, use, and disclose personal data in connection with our legal representation of clients, please review our Privacy Policy at <https://www.perkinscoie.com/en/privacy-policy.html>.

After 30 days, a monthly late charge of 1% per month from the invoice date (or such lower rate as required by applicable law) will be due. Should a collection action or proceeding be necessary, attorneys' fees and costs for such collection effort will also be due.

Professional Services through 11/30/2024

Date	Attorney / Assistant	Description of Service	Hours
10/01/2024	G. Eisenberg	Conference with N. Wagner regarding [REDACTED] relating to documentation regarding equipment;	0.40
10/01/2024	T. Moss	Review and comment on draft response letter to [REDACTED]; conferences and correspondence with N. Wagner and G. Eisenberg regarding analysis of issues related to same; review relevant authorities; telephone conferences with C. McIntyre regarding same	1.30
10/01/2024	N. Wagner	Telephone conference regarding letter to landlord and new tenant of Norwich, CT facility; review and draft correspondence regarding letter; review letter in connection with same; review UCC provisions referenced in letter;	0.90
10/04/2024	T. Moss	Correspondence with C. McIntyre regarding Suffolk Construction matter; review Blakes correspondence to DLA Piper regarding CT property, and forward to N. Wagner	0.30
11/11/2024	T. Moss	Review Receiver's Third Report and Motion for Advice and Direction regarding Sureties	0.50
11/15/2024	T. Moss	Review and consider correspondence from Pullman & Comley regarding issues related to Norwich equipment; forward to N. Wagner for review	0.50
11/15/2024	N. Wagner	Review letter regarding equipment at Norwich property; review and draft correspondence regarding same; telephone conference regarding same;	0.20
11/20/2024	T. Moss	Telephone conference with N. Wagner regarding correspondence from GEN counsel and response; review correspondence	0.50
11/20/2024	N. Wagner	Draft correspondence regarding letter from Glass Enterprises related to Antamex equipment; review and revise same; telephone conference regarding Glass Enterprises letter;	0.40
11/21/2024	T. Moss	Review and revise draft response to client regarding letter from GEN counsel and response;	0.20
Total			5.20

Invoice No. 7144440
Deloitte Restructuring Inc.
154477.0002 / Antamex Industries ULC Receivership



Services
\$6,820.00

Less (20.00)% Discount
(\$1,364.00)

Total Services
\$5,456.00

Summary of Services through 11/30/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
G. Eisenberg	Partner	0.40	1,300.00	520.00
T. Moss	Partner	3.30	1,475.00	4,867.50
N. Wagner	Associate	1.50	955.00	1,432.50
Total Services		5.20		\$6,820.00

Total Invoice Amount
\$5,456.00

1201 Third Avenue, Suite 4900
Seattle, Washington 98101
Phone: 206.359.8000

Email: clientacct@perkinscoie.com
Accounting: 206.359.3143
Fax: 206.359.9000

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Deloitte Restructuring Inc.
Attn: Phil Reynolds
EMAIL INVOICES TO: philreynolds@deloitte.ca
Bay Adelaide East
8 Adelaide Street West, Suite 200
ONTARIO
CANADA

Invoice No. 7162448
Matter No. 154477.0002
Bill Date January 16, 2025
Due Date Due Upon Receipt

INVOICE SUMMARY

Re: 154477.0002 / Antamex Industries ULC Receivership

For Professional Services rendered through December 31, 2024

Services	\$2,846.00
Less (20.00)% Discount	(\$569.20)
Total Services	<hr/> \$2,276.80
Total Invoice Amount	<hr/> \$2,276.80

INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE

REMITTANCE INSTRUCTIONS

Payment Due in USD Currency
Tax Identification Number: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7162448

CHECKS:	ACH / WIRE TRANSFERS IN USD:
Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	Bank: US Bank 1420 Fifth Avenue Seattle, WA ABA # 125000105 Swift Code # US BK US 44I MT Account Name: Perkins Coie LLP Account Number: 1 535 5592 1235

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After 30 days, a monthly late charge of 1% per month from the invoice date (or such lower rate as required by applicable law) will be due. Should a collection action or proceeding be necessary, attorneys' fees and costs for such collection effort will also be due.

Invoice No. 7162448
Deloitte Restructuring Inc.
154477.0002 / Antamex Industries ULC Receivership

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Professional Services through 12/31/2024

Date	Attorney / Assistant	Description of Service	Hours
12/04/2024	T. Moss	Review recent filings in Receiver proceedings	0.50
12/10/2024	T. Moss	Correspondence with Blakes regarding draft response to GEN correspondence	0.20
12/11/2024	T. Moss	Prepare comments to draft response to GEN correspondence; correspondence with Blakes and N. Wagner regarding same	0.50
12/11/2024	N. Wagner	Review draft response to GEN; review and draft correspondence regarding same;	0.20
12/12/2024	T. Moss	Review Receiver's response to GEN correspondence	0.20
12/26/2024	T. Moss	Review Motion Record and Amended and Restated Approval, Vesting and Ancillary Relief Order; review recent correspondence regarding Norwich equipment	0.30
12/31/2024	T. Moss	Review correspondence from C. McIntyre regarding closing of asset sale	0.10
Total			2.00

Services
\$2,846.00

Less (20.00)% Discount
(\$569.20)

Total Services
\$2,276.80

Summary of Services through 12/31/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
T. Moss	Partner	1.80	1,475.00	2,655.00
N. Wagner	Associate	0.20	955.00	191.00
Total Services		2.00		\$2,846.00

Total Invoice Amount
\$2,276.80

1201 Third Avenue, Suite 4900
Seattle, Washington 98101
Phone: 206.359.8000

Email: clientacct@perkinscoie.com
Accounting: 206.359.3143
Fax: 206.359.9000

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Deloitte Restructuring Inc.
Attn: Phil Reynolds
EMAIL INVOICES TO: philreynolds@deloitte.ca
Bay Adelaide East
8 Adelaide Street West, Suite 200
ONTARIO
CANADA

Invoice No. 7180323
Matter No. 154477.0002
Bill Date February 25, 2025
Due Date Due Upon Receipt

INVOICE SUMMARY

Re: 154477.0002 / Antamex Industries ULC Receivership

For Professional Services rendered through January 31, 2025

Services	\$5,037.50
Less (20.00)% Discount	(\$1,007.50)
Total Services	\$4,030.00


Total Invoice Amount	\$4,030.00
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INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE

REMITTANCE INSTRUCTIONS

Payment Due in USD Currency
Tax Identification Number: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7180323

CHECKS: Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	ACH / WIRE TRANSFERS IN USD: Bank: US Bank 1420 Fifth Avenue Seattle, WA ABA # 125000105 Swift Code # US BK US 44I MT Account Name: Perkins Coie LLP Account Number: 1 535 5592 1235	ELECTRONIC PAYMENT OPTIONS:  https://paywithtranch.com/perkinscoie
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Electronic Payments: On our online portal we accept credit cards payment up to \$50,000 and real-time electronic bank payments.

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After 30 days, a monthly late charge of 1% per month from the invoice date (or such lower rate as required by applicable law) will be due. Should a collection action or proceeding be necessary, attorneys' fees and costs for such collection effort will also be due.

Professional Services through 01/31/2025

Date	Attorney / Assistant	Description of Service	Hours
01/15/2025	T. Moss	Review Sureties' submissions regarding Motion to Compel and Receiver's Motion for Directions	1.20
01/28/2025	T. Moss	Review Motion Record of the Receiver regarding authorization to make a distribution and related reports and Factum of Receiver regarding Sureties	0.60
01/29/2025	T. Moss	Review Pullman Comley correspondence regarding Norwich equipment; review and analysis of issues related to same	0.80
01/30/2025	T. Moss	Correspondence with C. McIntyre regarding Pullman Comley correspondence regarding Norwich equipment; review filings regarding Sureties Motion	0.50
Total			3.10

Services
\$5,037.50

Less (20.00)% Discount
(\$1,007.50)

Total Services
\$4,030.00

Summary of Services through 01/31/2025

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
T. Moss	Partner	3.10	1,625.00	5,037.50
Total Services		3.10		\$5,037.50

Total Invoice Amount
\$4,030.00

Open Invoices as of February 25, 2025

	0-30	31-60	61-90	91-120	121+	Total
Fees	\$4,030.00	\$2,276.80	\$0.00	\$0.00	\$0.00	\$6,306.80
Disbursements and Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$4,030.00	\$2,276.80	\$0.00	\$0.00	\$0.00	\$6,306.80

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Seattle, Washington 98101
Phone: 206.359.8000

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Accounting: 206.359.3143
Fax: 206.359.9000

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Deloitte Restructuring Inc.
Attn: Phil Reynolds
EMAIL INVOICES TO: philreynolds@deloitte.ca
Bay Adelaide East
8 Adelaide Street West, Suite 200
ONTARIO
CANADA

Invoice No. 7187502
Matter No. 154477.0002
Bill Date March 7, 2025
Due Date Due Upon Receipt

INVOICE SUMMARY

Re: 154477.0002 / Antamex Industries ULC Receivership

For Professional Services rendered through February 28, 2025

Services	\$3,982.50
Less (20.00)% Discount	(\$796.50)
Total Services	\$3,186.00


Total Invoice Amount	\$3,186.00
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INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE

REMITTANCE INSTRUCTIONS

Payment Due in USD Currency
Tax Identification Number: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7187502

<u>CHECKS:</u> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<u>ACH / WIRE TRANSFERS IN USD:</u> Bank: US Bank 1420 Fifth Avenue Seattle, WA ABA # 125000105 Swift Code # US BK US 44I MT Account Name: Perkins Coie LLP Account Number: 1 535 5592 1235	<u>ELECTRONIC PAYMENT OPTIONS:</u>  https://paywithtranch.com/perkinscoie
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After 30 days, a monthly late charge of 1% per month from the invoice date (or such lower rate as required by applicable law) will be due. Should a collection action or proceeding be necessary, attorneys' fees and costs for such collection effort will also be due.

Invoice No. 7187502
Deloitte Restructuring Inc.
154477.0002 / Antamex Industries ULC Receivership



Professional Services through 02/28/2025

Date	Attorney / Assistant	Description of Service	Hours
02/04/2025	T. Moss	Review Order and Endorsement on Receiver's Motion	0.20
02/12/2025	N. Wagner	Review and draft correspondence regarding [REDACTED];	0.10
02/13/2025	N. Kajca	Review of equipment lease documents and [REDACTED]; correspondence with C. McIntyre; telephone conference with C. McIntyre;	1.20
02/20/2025	T. Moss	Correspondence with C. McIntyre and K. Kolton regarding review of [REDACTED] matters; review file and references article regarding same	0.70
02/27/2025	T. Moss	Review memorandum from K. Kolton regarding construction and contractor issues; correspondence with K. Kolton and C. McIntyre regarding same	0.60
Total			2.80

Services
\$3,982.50

Less (20.00)% Discount
(\$796.50)

Total Services
\$3,186.00

Summary of Services through 02/28/2025

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
N. Kajca	Partner	1.20	1,200.00	1,440.00
T. Moss	Partner	1.50	1,625.00	2,437.50
N. Wagner	Associate	0.10	1,050.00	105.00
Total Services		2.80		\$3,982.50

Total Invoice Amount
\$3,186.00

Invoice No. 7187502
Deloitte Restructuring Inc.
154477.0002 / Antamex Industries ULC Receivership



Open Invoices as of March 7, 2025

	0-30	31-60	61-90	91-120	121+	Total
Fees	\$7,216.00	\$2,276.80	\$0.00	\$0.00	\$0.00	\$9,492.80
Disbursements and Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$7,216.00	\$2,276.80	\$0.00	\$0.00	\$0.00	\$9,492.80

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Seattle, Washington 98101
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Email: clientacct@perkinscoie.com
Accounting: 206.359.3143
Fax: 206.359.9000

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Deloitte Restructuring Inc.
Attn: Phil Reynolds
EMAIL INVOICES TO: philreynolds@deloitte.ca
Bay Adelaide East
8 Adelaide Street West, Suite 200
ONTARIO
CANADA

Invoice No. 7202090
Matter No. 154477.0002
Bill Date April 7, 2025
Due Date Due Upon Receipt

INVOICE SUMMARY

Re: 154477.0002 / Antamex Industries ULC Receivership

For Professional Services rendered through March 31, 2025

Services	\$4,775.00
Less (20.00)% Discount	(955.00)
Total Services	\$3,820.00


Total Invoice Amount	\$3,820.00
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REMITTANCE INSTRUCTIONS

Payment Due in USD Currency
Tax Identification Number: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7202090

<u>CHECKS:</u> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<u>ACH / WIRE TRANSFERS IN USD:</u> Bank: US Bank 1420 Fifth Avenue Seattle, WA ABA # 125000105 Swift Code # US BK US 44I MT Account Name: Perkins Coie LLP Account Number: 1 535 5592 1235	<u>ELECTRONIC PAYMENT OPTIONS:</u>  https://paywithtranch.com/perkinscoie
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After 30 days, a monthly late charge of 1% per month from the invoice date (or such lower rate as required by applicable law) will be due. Should a collection action or proceeding be necessary, attorneys' fees and costs for such collection effort will also be due.

Professional Services through 03/31/2025

Date	Attorney / Assistant	Description of Service	Hours
03/27/2025	T. Moss	Review Receivership pleadings regarding surety claims process; correspondence with C. McIntyre regarding US recognition; correspondence with R. Marston regarding same; correspondence with DE counsel regarding same	1.00
03/27/2025	R. Marston	Correspond with T. Moss regarding chapter 15 research; research issues regarding same;	0.80
03/31/2025	T. Moss	Review authorities regarding chapter 15 recognition of claims process orders; correspondence with R. Marston regarding same; telephone conference with K. Dougherty regarding DE procedures	0.80
03/31/2025	R. Marston	Research chapter 15 recognition motions; correspond with T. Moss regarding motion to recognize claims process order;	1.20
Total			3.80

Services
\$4,775.00

Less (20.00)% Discount
(\$955.00)

Total Services
\$3,820.00

Summary of Services through 03/31/2025

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
T. Moss	Partner	1.80	1,625.00	2,925.00
R. Marston	Associate	2.00	925.00	1,850.00
Total Services		3.80		\$4,775.00

Total Invoice Amount
\$3,820.00

Open Invoices as of April 7, 2025

	0-30	31-60	61-90	91-120	121+	Total
Fees	\$3,820.00	\$3,186.00	\$2,276.80	\$0.00	\$0.00	\$9,282.80
Disbursements and Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$3,820.00	\$3,186.00	\$2,276.80	\$0.00	\$0.00	\$9,282.80

1201 Third Avenue, Suite 4900
Seattle, Washington 98101
Phone: 206.359.8000

Email: clientacct@perkinscoie.com
Accounting: 206.359.3143
Fax: 206.359.9000

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Deloitte Restructuring Inc.
Attn: Phil Reynolds
EMAIL INVOICES TO: philreynolds@deloitte.ca
Bay Adelaide East
8 Adelaide Street West, Suite 200
ONTARIO
CANADA

Invoice No. 7218676
Matter No. 154477.0002
Bill Date May 8, 2025
Due Date Due Upon Receipt

INVOICE SUMMARY

Re: 154477.0002 / Antamex Industries ULC Receivership

For Professional Services rendered through April 30, 2025

Services	\$24,250.00
Less (20.00)% Discount	(\$4,850.00)
Total Services	<u>\$19,400.00</u>


Total Invoice Amount	<u>\$19,400.00</u>
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INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE

REMITTANCE INSTRUCTIONS

Payment Due in USD Currency
Tax Identification Number: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7218676

<u>CHECKS:</u> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<u>ACH / WIRE TRANSFERS IN USD:</u> Bank: US Bank 1420 Fifth Avenue Seattle, WA 98101 ABA # 125000105 Swift Code # US BK US 44I MT Account Name: Perkins Coie LLP Account Number: 1 535 5592 1235	<u>ELECTRONIC PAYMENT OPTIONS:</u>  https://paywithtranch.com/perkinscoie
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After 30 days, a monthly late charge of 1% per month from the invoice date (or such lower rate as required by applicable law) will be due. Should a collection action or proceeding be necessary, attorneys' fees and costs for such collection effort will also be due.

Professional Services through 04/30/2025

Date	Attorney / Assistant	Description of Service	Hours
04/01/2025	T. Moss	Conference call with C. McIntyre and M. Desgrossieliers regarding chapter 15 motion to enforce claims order; follow-up correspondence regarding hearing date	0.40
04/03/2025	T. Moss	Review and revise draft Motion to Enforce Trust Claims Process Order; review relevant authorities and pleadings	2.30
04/03/2025	R. Marston	Correspond with T. Moss regarding motion to recognize claims process order; draft same;	2.40
04/04/2025	T. Moss	Review and revise draft Motion to Enforce Trust Claims Process Order; review relevant authorities and pleadings; correspondence with R. Marston regarding same; correspondence with Deloitte and DE counsel regarding same	2.70
04/06/2025	R. Marston	Draft proposed order recognizing claims process order; correspond with T. Moss, PC team regarding same;	1.10
04/07/2025	T. Moss	Review comments to draft Motion from C. McIntyre, and correspondence regarding same; review noticing procedures and service lists; correspondence with C. McIntyre regarding same; review and revise draft proposed Order and forward to Deloitte and DE counsel	1.80
04/10/2025	T. Moss	Correspondence with Blakes, Deloitte and M. Desgrosseiliers regarding finalizing Motion to Enforce Trust Claims Order; draft revisions to Motion; review Master Service List and noticing procedures	0.80
04/11/2025	T. Moss	Finalize Notice, Motion to Enforce Trust Claims Order, proposed Order and Service List for filing; correspondence with Blakes, Deloitte and M. Desgrosseiliers regarding same; coordinate filing and service with DE counsel; conference with R. Marston regarding finalizing authorities	1.00
04/14/2025	T. Moss	Review [REDACTED]	0.20
04/23/2025	P. Jasper	Review correspondence re [REDACTED].	0.20
04/27/2025	K. Kolton	Review recent legislation	0.50
04/28/2025	T. Moss	Correspondence with C. McIntyre and K. Kolton regarding [REDACTED]	0.10
04/28/2025	A. Avendaño	Email correspondence regarding [REDACTED];	0.20
04/29/2025	T. Moss	Conference call with C. McIntyre, K. Kolton, and A. Avendano regarding [REDACTED]; correspondence regarding same; review chapter 15 order entered regarding claims process and forward to Blakes and Deloitte	0.80
04/29/2025	K. Kolton	Review, evaluate [REDACTED]	1.30
04/29/2025	A. Avendaño	Analyze Massachusetts law regarding [REDACTED];	0.90

Invoice No. 7218676
Deloitte Restructuring Inc.
154477.0002 / Antamex Industries ULC Receivership

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Date	Attorney / Assistant	Description of Service	Hours
04/30/2025	A. Avendaño	Research priority of [REDACTED];	0.80
Total			17.50

Services
\$24,250.00

Less (20.00)% Discount
(\$4,850.00)

Total Services
\$19,400.00

Summary of Services through 04/30/2025

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
K. Kolton	Partner	1.80	1,250.00	2,250.00
T. Moss	Partner	10.10	1,625.00	16,412.50
P. Jasper	Sr Counsel	0.20	1,300.00	260.00
A. Avendaño	Associate	1.90	1,100.00	2,090.00
R. Marston	Associate	3.50	925.00	3,237.50
Total Services		17.50		\$24,250.00

Total Invoice Amount
\$19,400.00

Open Invoices as of May 8, 2025

	0-30	31-60	61-90	91-120	121+	Total
Fees	\$19,400.00	\$0.00	\$0.00	\$2,276.80	\$0.00	\$21,676.80
Disbursements and Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$19,400.00	\$0.00	\$0.00	\$2,276.80	\$0.00	\$21,676.80

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Seattle, Washington 98101 Accounting: 206.359.3143
Phone: 206.359.8000 Fax: 206.359.9000

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Deloitte Restructuring Inc.
Attn: Phil Reynolds
EMAIL INVOICES TO: philreynolds@deloitte.ca
Bay Adelaide East
8 Adelaide Street West, Suite 200
ONTARIO
CANADA

Invoice No. 7234756
Matter No. 154477.0002
Bill Date June 12, 2025
Due Date Due Upon Receipt

INVOICE SUMMARY

Re: 154477.0002 / Antamex Industries ULC Receivership

For Professional Services rendered through May 31, 2025


Services	\$18,387.50
Less (20.00)% Discount	(\$3,677.50)
Total Services	<hr/> \$14,710.00
Total Invoice Amount	<hr/> \$14,710.00

INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE

REMITTANCE INSTRUCTIONS

Payment Due in USD Currency
Tax Identification Number: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7234756

<u>CHECKS:</u> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<u>ACH / WIRE TRANSFERS IN USD:</u> Bank: US Bank 1420 Fifth Avenue Seattle, WA 98101 ABA # 125000105 Swift Code # US BK US 44I MT Account Name: Perkins Coie LLP Account Number: 1 535 5592 1235	<u>ELECTRONIC PAYMENT OPTIONS:</u>  https://paywithtranch.com/perkinscoie
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Electronic Payments: On our online portal we accept credit cards payment up to \$50,000 and real-time electronic bank payments.

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After 30 days, a monthly late charge of 1% per month from the invoice date (or such lower rate as required by applicable law) will be due. Should a collection action or proceeding be necessary, attorneys' fees and costs for such collection effort will also be due.

Professional Services through 05/31/2025

Date	Attorney / Assistant	Description of Service	Hours
05/02/2025	K. Kolton	Continued to evaluate [REDACTED] [REDACTED]	1.10
05/02/2025	A. Avendaño	Complete analysis regarding [REDACTED];	0.80
05/04/2025	T. Moss	Review memorandum to Blakes regarding [REDACTED] [REDACTED]; correspondence with K. Kolton and A. Avendano regarding same	0.30
05/06/2025	T. Moss	Review correspondence from C. McIntyre regarding [REDACTED] [REDACTED]; review K. Kolton memorandum regarding same	0.20
05/06/2025	K. Kolton	Reviewed McIntyre request for information regarding [REDACTED] [REDACTED];	0.30
05/06/2025	K. Kolton	Review impact of [REDACTED];	0.60
05/06/2025	A. Avendaño	Conference call with K. Kolton and email correspondence confirming research regarding [REDACTED];	0.50
05/07/2025	T. Moss	Review [REDACTED] and forward to M. Hernandez for drafting of GSA; correspondence with C. McIntyre regarding same; review correspondence regarding [REDACTED]	0.40
05/07/2025	K. Kolton	Finalize correspondence to C. McIntyre concerning [REDACTED]; review C. McIntyre's updated explanation;	0.90
05/12/2025	T. Moss	Correspondence with M. Hernandez and N. Kajca regarding US GSA; correspondence with C. McIntyre regarding same	0.30
05/12/2025	A. Avendaño	Complete research regarding [REDACTED]	0.80
05/12/2025	M. Hernandez	Draft security agreement, related internal email correspondence;	1.60
05/13/2025	T. Moss	Correspondence with A. Avondano regarding [REDACTED]; correspondence with N. Kajca, M. Hernandez and C. McIntyre regarding GSA for [REDACTED]	0.30
05/13/2025	K. Kolton	Finalize response concerning [REDACTED];	0.80
05/13/2025	A. Avendaño	Research [REDACTED] [REDACTED];	0.70
05/13/2025	A. Avendaño	Confirm research regarding [REDACTED];	0.70
05/13/2025	M. Hernandez	Revise security agreement, related internal email correspondence;	2.50
05/14/2025	N. Kajca	Commence review of security agreement; correspondence with internal deal team regarding same;	0.40
05/15/2025	T. Moss	Review GSA; correspondence with N. Kajca and M. Hernandez regarding same	0.50

Invoice No. 7234756
Deloitte Restructuring Inc.
154477.0002 / Antamex Industries ULC Receivership

**Perkins
Coie**

Date	Attorney / Assistant	Description of Service	Hours
05/15/2025	N. Kajca	Continue reviewing draft U.S. security agreement; draft comments to same;	0.50
05/15/2025	M. Hernandez	Revise security agreement, related email correspondence with T. Moss;	1.40
Total			15.60

Services
\$18,387.50

Less (20.00)% Discount
(\$3,677.50)

Total Services
\$14,710.00

Summary of Services through 05/31/2025

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
K. Kolton	Partner	3.70	1,250.00	4,625.00
N. Kajca	Partner	0.90	1,200.00	1,080.00
T. Moss	Partner	2.00	1,625.00	3,250.00
A. Avendaño	Associate	3.50	1,100.00	3,850.00
M. Hernandez	Associate	5.50	1,015.00	5,582.50
Total Services		15.60		\$18,387.50

Total Invoice Amount
\$14,710.00

This is **Exhibit “B”** referred to in the

Affidavit of Tina Moss

sworn before me by video conference
this 25th day of June, 2025

A handwritten signature in blue ink, appearing to read 'Caitlin McIntyre', is written above a horizontal line.

A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

EXHIBIT “B”

Name of Lawyer	Rank	Year of Call	Hourly Rate (USD)	Total Hours
Anna Avendano	Counsel	2014	\$1,100	5.4
Gary Eisenberg	Partner	1990	\$1,300	2.1
Marcus Hernandez	Associate	2019	\$1,015	5.5
Paul Jasper	Sr. Counsel	1999	\$1,300	0.2
Nick Kajca	Partner	2013	\$1,200	2.1
Kevin Kolton	Partner	1990	\$1,250	5.5
Rebecca Marston	Associate	2020	\$925	5.5
Tina Moss	Partner	1993	\$1,475	11.8
			\$1,625	18.5
Neva Wagner	Counsel	2017	\$955	14.9
			\$1,050	0.1

Total Fees Billed:	US\$90,797.00
Total Hours:	71.6
Average Hourly Rate:	US\$1,014.49

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA
Applicant

- and -

ANTAMEX INDUSTRIES ULC
Respondent**ONTARIO**
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

AFFIDAVIT OF TINA MOSS
Sworn June 25, 2025**BLAKE, CASSELS & GRAYDON LLP**
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9**Caitlin McIntyre**, LSO #72306R
Tel: 416-863-4174
Email: caitlin.mcintyre@blakes.com

Lawyers for the Receiver

APPENDIX “L”

Court File No.: CV-24-00715153-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AFFIDAVIT OF MARK L. DESGROSSEILLIERS

I, **Mark L. Desgrosseilliers**, of the City of Wilmington, in the State of Delaware,
MAKE OATH AND SAY:

1. I am a Partner at the law firm of Chipman Brown Cicero & Cole, LLP (“**Chipman Brown**”), counsel for Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as Receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Antamex Industries ULC (“**Antamex**”), and as such have knowledge of the matters to which I hereinafter depose.
2. Deloitte was appointed as receiver and manager, without security, of all of the assets, undertakings and properties of Antamex by Amended and Restated Order (Appointing Receiver) dated March 13, 2024 (the “**Appointment Order**”).

3. Pursuant to the terms of the Appointment Order, the Receiver retained Chipman Brown to advise it with regards to the matters related to its appointment and the performance of its duties and powers.

4. Paragraph 19 of the Appointment Order provides that the Receiver and counsel to the Receiver are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges. Paragraph 20 of the Appointment Order provides that the Receiver and its legal counsel shall pass their accounts from time to time.

5. The fees and disbursements of Chipman Brown for the period from April 18, 2024 to July 23, 2024 were passed and approved by the Approval, Vesting and Ancillary Relief Order of Justice Kimmel dated October 2, 2024.

6. The fees and disbursements of Chipman Brown for the period from July 24, 2024 to May 31, 2025 (the “**Period**”) are summarized in the invoices rendered to the Receiver (the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Chipman Brown, and are calculated based on Chipman Brown’s standard rates and charges. The Invoices may contain information and advice over which privilege is asserted, and which privilege is not waived. Copies of the Invoices and a summary of the Invoices are attached hereto and marked as **Exhibit “A”**.

7. As set out in the summary included at Exhibit “A”, Chipman Brown expended a total of 13.4 hours at an average hourly rate of US\$519.40.


8. Attached hereto and marked as **Exhibit “B”** is a summary of the lawyers whose services are reflected on the Invoices, including year of call, hourly rate and the total fees and hours billed.

9. The total amount being claimed for the work performed by Chipman Brown for the period from July 24, 2024 to May 31, 2025 is US\$8,974.48, including US\$6,960.00 for fees and US\$2,014.48 for disbursements.

10. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other purpose.

SWORN BEFORE ME

☐ in person OR ☒ by video conference
by **Mark L. Desgrosseilliers** of the City of
Wilmington, in the State of Delaware, before
me at the City of Burlington, in the Regional
Municipality of Halton, on **June 24, 2025**, in
accordance with O.Reg.431/20, Administering
Oath or Declaration Remotely


A Commissioner for Taking Affidavits, etc.

Caitlin McIntyre, LSO #72306R


MARK L. DESGROSSEILLIERS

This is **Exhibit "A"** referred to in the

Affidavit of Mark Desgrosseilliers

sworn before me by video conference
this 24th day of June, 2025

A handwritten signature in blue ink, appearing to read 'C. McIntyre', is written above a horizontal line.

A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

11426.001 - Deloitte Restructuring Inc. in its role as court appointed receiver for Antamex et al.

Average Hourly Rate: \$519.40

¹ Includes discount in the amount of \$587.50.

CHIPMAN BROWN
CICERO & COLE

DELAWARE | NEW YORK

Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, Delaware 19801
Tel: (302) 295-0191
www.ChipmanBrown.com

Federal I.D. 90-0766994

Invoice To:

Deloitte Restructuring Inc.
Bay Adelaide East
8 Adelaide Street West, Suite 200
Ontario
M5H 0A9
Canada

Invoice # 18150
Date Issued: 04/03/2025
Due Upon Receipt

Invoice Number	Total
18150	\$1,310.00
Subtotal	\$1,310.00
Tax	\$0.00
Amount Due	\$1,310.00

**CHIPMAN BROWN
CICERO & COLE**

DELAWARE | NEW YORK

Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, Delaware 19801
Tel: (302) 295-0191
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Federal ID. 90-0766994

Invoice # 18150
Date Issued: 04/03/2025
Due Upon Receipt

Deloitte Restructuring Inc.
Bay Adelaide East
8 Adelaide Street West, Suite 200
Ontario
M5H 0A9
Canada

11426.001

Deloitte Restructuring Inc. in its role as court appointed receiver for Antamex et al.

Date	Time Keeper	Description	Hours	Total
03/28/2025	AM	Researching chapter 15 cases related to motions/orders for the recognition and enforcement of foreign claims processes.	0.50	\$200.00
03/28/2025	MLD	Research regarding recognition of claims procedures	0.20	\$170.00
03/28/2025	KD	Research regarding motion to recognize claims process from Canadian courts;	0.40	\$210.00
03/31/2025	MD	Address hearing on motion to recognize Canadian claims process	0.20	\$70.00
03/31/2025	AM	Researching notice requirements for Chapter 15 motion for recognition of foreign claims process.	0.60	\$240.00
03/31/2025	KD	Continue to research regarding motion seeking recognition of the Canadian claims order	0.80	\$420.00
Quantity Subtotal				2.7

Time Keeper	Position	Hours	Rate	Total
Mark Desgrosseilliers	Partner	0.2	\$850.00	\$170.00

Kristi Doughty	Counsel	1.2	\$525.00	\$630.00
Alison Maser	Associate	1.1	\$400.00	\$440.00
Michelle Dero	Paralegal	0.2	\$350.00	\$70.00
Quantity Total				2.7
Subtotal				\$1,310.00
Total				\$1,310.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
18150	04/03/2025	\$1,310.00	\$0.00	\$1,310.00
Outstanding Balance				\$1,310.00
Total Amount Outstanding				\$1,310.00

Unapplied/Misc Client Account

Date	Type	Description	Matter	Receipts	Payments	Balance
08/09/2024	Wire	Overpayment to unapplied funds	11426.001		\$5,582.50	\$5,582.50
08/23/2024	ACH	Overpayment to unapplied funds	11426.001		\$502.50	\$6,085.00
12/30/2024	Wire	OUTGOING WIRE TRANSFER 3954441072 DELOITTE RESTRUCTU021000021 REFUND OF OVERPAYMENT OF LEGAL FEES	11426.001	\$6,085.00		\$0.00
Unapplied/Misc Client Account Balance					\$0.00	

Please make all amounts payable to: Chipman Brown Cicero & Cole, LLP

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Remittance Advice

Payment By Check

Remit checks to: Chipman Brown Cicero & Cole, LLP
Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, DE 19801

Wire Instructions

Bank Name/Address: WSFS Bank
500 Delaware Avenue
Wilmington, Delaware 19801
(302) 571-6846

Bank ABA/Routing #: 031100102

Name/Account #: Chipman Brown Cicero & Cole, LLP Attorney Operating Account
210128633

SWIFT: WSFCUS33

Please include the invoice number 18150 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

Invoice # 18150
Date Issued: 04/03/2025
Due Upon Receipt



Pay your invoice online

To pay your invoice, open the camera on your mobile device and place the QR code in the camera's view.

Or, [click here](#) if you're viewing on a computer or smartphone.

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DELAWARE | NEW YORK

Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, Delaware 19801
Tel: (302) 295-0191
www.ChipmanBrown.com

Federal I.D. 90-0766994

Invoice To:

Deloitte Restructuring Inc.
Bay Adelaide East
8 Adelaide Street West, Suite 200
Ontario
M5H 0A9
Canada

Invoice # 18770
Date Issued: 05/08/2025
Due Upon Receipt

Invoice Number	Total
18770	\$6,854.48
Subtotal	\$6,854.48
Tax	\$0.00
Amount Due	\$6,854.48

**CHIPMAN BROWN
CICERO & COLE**

DELAWARE | NEW YORK

Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, Delaware 19801
Tel: (302) 295-0191
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Federal ID. 90-0766994

Invoice # 18770
Date Issued: 05/08/2025
Due Upon Receipt

Deloitte Restructuring Inc.
Bay Adelaide East
8 Adelaide Street West, Suite 200
Ontario
M5H 0A9
Canada

11426.001

Deloitte Restructuring Inc. in its role as court appointed receiver for Antamex et al.

Services

Date	Time Keeper	Description	Hours	Discount	Total
04/01/2025	MD	Schedule May hearing date	0.10	-	\$35.00
04/01/2025	MLD	Review motion for recognition of Canadian bar date order and related issues; call with co-counsel regarding same; address hearing with respect to same	0.80	-	\$680.00
04/01/2025	KD	Review emails regarding requests for hearing date.	0.10	100.0%	\$0.00
04/02/2025	MD	Prepare notice of motion; calendar deadlines	0.40	-	\$140.00
04/02/2025	MLD	Address hearing and related matters for claims bar date recognition order	0.20	-	\$170.00
04/02/2025	KD	Review email regarding hearing date and notice of motion to be prepared.	0.10	100.0%	\$0.00
04/04/2025	MLD	Research regarding motion to recognize	0.40	-	\$340.00

		claim deadline; communications with co-counsel concerning same			
04/07/2025	KD	Review comments to the Trust claims motion and emails from co-counsel.	0.20	-	\$105.00
04/11/2025	MD	Update notice of motion; prepare motion for filing; file Recognition Motion; address service of motion; calendar deadlines	2.00	-	\$700.00
04/11/2025	MLD	Review motion and related documents regarding recognition of claims process in Canada; address filing and service of same	1.80	-	\$1,530.00
04/11/2025	KD	Review claims process order motion documents; revise same.	1.00	-	\$525.00
04/14/2025	MD	Prepare certificate of service; finalize and file same	0.30	-	\$105.00
04/23/2025	KD	Communicate with a claimant regarding process to file a claim; telephone calls to Tina Moss and client, Caitlin McIntyre regarding information to provide; send email to client regarding receiver and bar date.	0.60	50.0%	\$157.50
04/28/2025	LH	Draft CNO for Recognition Motion	0.30	-	\$97.50
04/29/2025	MLD	Review certificate of no objection in connection with recognition of bar date and underlying motion; address service of order	0.60	50.0%	\$255.00
04/30/2025	MD	Review as-filed pleadings; address service of motion and order (.1)	0.20	100.0%	\$0.00
Quantity Subtotal					9.1
Line Item Discount Subtotal					-\$587.50
Services Subtotal					\$4,840.00

Expenses

Date	Description	Quantity	Rate	Total
04/11/2025	E102 Outside printing: DLS Discovery (Printing Services, Technical Time, Postage [inv.#267353])	1.00	\$1,418.43	\$1,418.43
04/29/2025	E102 Outside printing: DLS Discovery (Printing Services, Technical Time, Postage [inv.#267629])	1.00	\$596.05	\$596.05
Expenses Subtotal				\$2,014.48

Time Keeper	Position	Hours	Rate	Discount	Total
Mark Desgrosseilliers	Partner	3.8	\$850.00	-\$255.00	\$2,975.00
Kristi Doughty	Counsel	2.0	\$525.00	-\$262.50	\$787.50
Michelle Dero	Paralegal	3.0	\$350.00	-\$70.00	\$980.00
Lauren Hitchens	Paralegal	0.3	\$325.00	-	\$97.50
Quantity Total					9.1
Subtotal					\$6,854.48
Total					\$6,854.48

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
18150	04/03/2025	\$1,310.00	\$0.00	\$1,310.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
18770	05/08/2025	\$6,854.48	\$0.00	\$6,854.48
Outstanding Balance				\$8,164.48
Total Amount Outstanding				\$8,164.48

Unapplied/Misc Client Account

Date	Type	Description	Matter	Receipts	Payments	Balance
08/09/2024	Wire	Overpayment to unapplied funds	11426.001		\$5,582.50	\$5,582.50
08/23/2024	ACH	Overpayment to unapplied funds	11426.001		\$502.50	\$6,085.00
12/30/2024	Wire	OUTGOING WIRE TRANSFER 3954441072 DELOITTE	11426.001	\$6,085.00		\$0.00

RESTRUCTU021000021 REFUND
OF OVERPAYMENT OF LEGAL
FEES

Unapplied/Misc Client Account Balance	\$0.00
--	---------------

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Remittance Advice

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1313 N. Market Street, Suite 5400
Wilmington, DE 19801

Wire Instructions

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500 Delaware Avenue
Wilmington, Delaware 19801
(302) 571-6846

Bank ABA/Routing #: 031100102

Name/Account #: Chipman Brown Cicero & Cole, LLP Attorney Operating Account
210128633

SWIFT: WSFCUS33

Please include the invoice number 18770 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

Invoice # 18770
Date Issued: 05/08/2025
Due Upon Receipt



Pay your invoice online

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Or, [click here](#) if you're viewing on a computer or smartphone.

CHIPMAN BROWN
CICERO & COLE

DELAWARE | NEW YORK

Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, Delaware 19801
Tel: (302) 295-0191
www.ChipmanBrown.com

Federal I.D. 90-0766994

Invoice To:

Deloitte Restructuring Inc.
Bay Adelaide East
8 Adelaide Street West, Suite 200
Ontario
M5H 0A9
Canada

Invoice # 18967
Date Issued: 06/04/2025
Due Upon Receipt

Invoice Number	Total
18967	\$810.00
Subtotal	\$810.00
Tax	\$0.00
Amount Due	\$810.00

**CHIPMAN BROWN
CICERO & COLE**
DELAWARE | NEW YORK

Invoice # 18967
Date Issued: 06/04/2025
Due Upon Receipt

Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, Delaware 19801
Tel: (302) 295-0191
www.ChipmanBrown.com

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Deloitte Restructuring Inc.
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8 Adelaide Street West, Suite 200
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M5H 0A9
Canada

11426.001

Deloitte Restructuring Inc. in its role as court appointed receiver for Antamex et al.

Date	Time Keeper	Description	Hours	Total
05/06/2025	MD	Review docket and prepare May 15 agenda notice	0.20	\$70.00
05/06/2025	MLD	Review service of recognition order; review agenda cancelling hearing	0.30	\$255.00
05/07/2025	MD	Emails with A. Lugano, Judge Stickles' chambers, regarding canceling hearing; finalize and file Notice of Agenda of Matters Scheduled for Hearing on May 15, 2025; update calendar; address service	0.50	\$175.00
05/08/2025	MD	Prepare certificate of service regarding agenda notice; revise service list and add redactions; finalize and file Certificate of Service Regarding Notice of Agenda of Matters Scheduled for Hearing on May 15, 2025	0.40	\$140.00
05/08/2025	MLD	Address hearing cancellation and notice/service of same	0.20	\$170.00
Quantity Subtotal				1.6

Time Keeper	Position	Hours	Rate	Total
Mark Desgrosseilliers	Partner	0.5	\$850.00	\$425.00

Michelle Dero	Paralegal	1.1	\$350.00	\$385.00
Quantity Total				1.6
Subtotal				\$810.00
Total				\$810.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
18150	04/03/2025	\$1,310.00	\$0.00	\$1,310.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
18967	06/04/2025	\$810.00	\$0.00	\$810.00
Outstanding Balance				\$2,120.00
Total Amount Outstanding				\$2,120.00

Unapplied/Misc Client Account

Date	Type	Description	Matter	Receipts	Payments	Balance
08/09/2024	Wire	Overpayment to unapplied funds	11426.001		\$5,582.50	\$5,582.50
08/23/2024	ACH	Overpayment to unapplied funds	11426.001		\$502.50	\$6,085.00
12/30/2024	Wire	OUTGOING WIRE TRANSFER 3954441072 DELOITTE RESTRUCTU021000021 REFUND OF OVERPAYMENT OF LEGAL FEES	11426.001	\$6,085.00		\$0.00
Unapplied/Misc Client Account Balance						\$0.00

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Remittance Advice

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Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, DE 19801

Wire Instructions

Bank Name/Address: WSFS Bank
500 Delaware Avenue
Wilmington, Delaware 19801
(302) 571-6846

Bank ABA/Routing #: 031100102

Name/Account #: Chipman Brown Cicero & Cole, LLP Attorney Operating Account
210128633

SWIFT: WSFCUS33

Please include the invoice number 18967 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

Invoice # 18967
Date Issued: 06/04/2025
Due Upon Receipt



Pay your invoice online

To pay your invoice, open the camera on your mobile device and place the QR code in the camera's view.

Or, [click here](#) if you're viewing on a computer or smartphone.

This is **Exhibit “B”** referred to in the
Affidavit of Mark Desgrosseilliers
sworn before me by video conference
this 24th day of June, 2025



A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

EXHIBIT “B”

Name of Lawyer	Rank	Year of Call	Hourly Rate (USD)	Total Hours
Michelle Dero	Paralegal	<i>N/A</i>	\$350	4.3
Mark Desgrosseilliers	Partner	1999 – Virginia, Maryland 2001 - Delaware	\$850	4.5
Kristi Doughty	Counsel	1987 – New Jersey, Pennsylvania 1999 - Delaware	\$525	3.2
Lauren Hitchens	Paralegal	<i>N/A</i>	\$325	0.3
Alison Maser	Associate	2024 - Delaware	\$400	1.1

Total Fees Billed:	US\$6,960.00
Total Hours:	13.4
Average Hourly Rate:	US\$519.40

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA
Applicant

- and -

ANTAMEX INDUSTRIES ULC
Respondent**ONTARIO**
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

AFFIDAVIT OF MARK L. DESGROSSEILLIERS
Sworn June 24, 2025**BLAKE, CASSELS & GRAYDON LLP**
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9**Caitlin McIntyre**, LSO #72306R
Tel: 416-863-4174
Email: caitlin.mcintyre@blakes.com

Lawyers for the Receiver

Respondent

Respondent

Lawyers for the Receiver

TAB 3

Court File No. CV-24-00715153-00CL

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

THE HONOURABLE)	WEDNESDAY, THE 2 ND
)	
JUSTICE BLACK)	DAY OF JULY, 2025

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AND

Court File No.: CV-24-00718718-00CL

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

THE HONOURABLE)	WEDNESDAY, THE 2 ND
)	
JUSTICE BLACK)	DAY OF JULY, 2025

IN THE MATTER OF THE RECEIVERSHIP OF 256 VICTORIA STREET WEST ULC

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

ORDER
(Distribution, Settlement Approval and Ancillary Matters)

THIS MOTION made by Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of the respondent, Antamex Industries ULC (“**Antamex**”) and 256 Victoria Street West ULC (“**256 Victoria**”, together with Antamex, the “**Debtors**”) for an order, among other things, (i) approving the Interim Distribution, (ii) approving the GEN Settlement Agreement, and (iii) approving the fees and activities of the Receiver, was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Sixth Report of the Receiver dated June 25, 2025 (the “**Sixth Report**”), and on hearing the submissions counsel for the Receiver and such other parties listed on the participant information form, no one else appearing although duly served as appears from the Lawyer’s Certificates of Service of Caitlin McIntyre dated June [X], 2025, filed.

Capitalized terms not otherwise defined herein have the meanings given to them in the Sixth Report.

SERVICE

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

APPROVAL OF GEN SETTLEMENT AGREEMENT

2. **THIS COURT ORDERS** that, subject to non-material modifications, the GEN Settlement Agreement is hereby approved and the Receiver is authorized to execute and deliver an agreement substantially in the form of the GEN Settlement Agreement.

APPROVAL OF INTERIM DISTRIBUTION

3. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute Project funds to Subcontractors determined to have valid Trust Claims, up to the amount of such Trust Claim, in accordance with the Trust Claims Process Order.

4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to return the Disputed Amount to Stuart Olson in a manner agreed to by Stuart Olson and the Receiver, and upon return of the Disputed Amount, the Receiver shall have no more obligation or liability with respect to the Disputed Amount to Stuart Olson or any other person.

5. **THIS COURT ORDERS** that, subject to (i) maintaining an adequate reserve to fund the go-forward costs of these proceedings, the quantum of which shall be determined by the Receiver in its sole discretion, and (ii) the holdback of any Project specific-funds in respect of which an unresolved Notice of Dispute has been filed, including, for greater certainty, funds in relation to the South Station Project, the Receiver is hereby authorized and directed to make the following interim distributions to EDC, without further order of the Court:

- (a) distribution of the remaining Auction Proceeds;
- (b) distribution of the 256 Reserve up to the amount of the Subrogated Claim;
- (c) distribution of the Ancillary Relief Order Funds;
- (d) distribution of Project-specific funds that are not subject to any actual or potential Trust Claims in accordance with the Trust Claims Process Order; and
- (e) distribution of funds received by the Receiver in respect of the GEN Settlement Agreement on a periodic basis.

ACTIVITY AND FEE APPROVALS

6. **THIS COURT ORDERS** that the activities of the Receiver described in the Third Report, Fourth Report, Fifth Report and Sixth Report occurring between September 26, 2024 and June 25, 2025 in relation to the Debtors and these proceedings are hereby ratified and approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

7. **THIS COURT ORDERS** that the fees of the Receiver in the amount of CAD \$487,705.00, plus HST and disbursements for the period from September 1, 2024 to May 30, 2025 be and hereby are approved.

8. **THIS COURT ORDERS** that the fees of Blakes in the amount of CAD \$614,469.50, plus HST and disbursements for the period from September 1, 2024 to May 31, 2025 be and hereby are approved.

9. **THIS COURT ORDERS** that the fees of Perkins in the amount of USD \$72,637.60, plus disbursements for the period from September 1, 2024 to May 31, 2025 be and hereby are approved.

10. **THIS COURT ORDERS** that the fees of Chipman in the amount of USD \$6,960.00, plus disbursements for the period from July 24, 2024 to May 31, 2025 be and hereby are approved.

GENERAL

11. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to

make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order, and this Order shall be immediately enforceable at such time and thereafter without the need for entry and filing.

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

Court File No.: CV-24-00718718-00CL

IN THE MATTER OF THE RECEIVERSHIP OF 256 VICTORIA STREET WEST ULC

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

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

Proceeding Commenced at Toronto

ORDER
(Distribution, Settlement Approval
and Ancillary Matters)

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Lawyers for the Receiver

Court File No.: CV-24-00715153-00CL

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

Court File No.: CV-24-00718718-00CL

IN THE MATTER OF THE RECEIVERSHIP OF 256 VICTORIA STREET WEST ULC

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

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

Proceeding Commenced at Toronto

MOTION RECORD
(Distribution, Settlement Approval
and Ancillary Matters)
Returnable July 2, 2025

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