

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  
(Approval, Vesting and Ancillary Relief Order)  
Returnable October 2, 2024**

September 26, 2024

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

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**- and -**

**256 VICTORIA STREET WEST ULC**

Respondent

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Respondent

**I N D E X**

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**TAB 1**

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Applicant

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Applicant

**- and -**

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Respondent

**NOTICE OF MOTION  
(Returnable October 2, 2024)**

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**”) will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) on October 2, 2024, at 11:30 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 Coordinates:

<https://ca01web.zoom.us/j/64172244590?pwd=OHg5VkFZNIRHb3FPdFcxaVY4dnRRZz09%20%27>

Meeting ID: 641 7224 4590

Passcode: 708039

Please advise if you plan to attend the motion by emailing Caitlin McIntyre at [caitlin.mcintyre@blakes.com](mailto:caitlin.mcintyre@blakes.com).

**THIS MOTION IS FOR:<sup>1</sup>**

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

- (a) approving the listing agreement between the Receiver and CBRE Limited (“**CBRE**”) in respect of the Alliston Premises;
- (b) approving the APS and the Proposed Transaction for the sale of the Alliston Premises and authorizing and directing the Receiver to take such steps as necessary to complete the Proposed Transaction;

---

<sup>1</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Second Report of the Receiver dated September 26, 2024.

- (c) vesting title in and to the Alliston Premises in the Purchaser free and clear of all liens, claims and encumbrances, except certain permitted encumbrances, upon the Receiver filing a certificate confirming, among other things, completion of the Proposed Transaction;
  - (d) authorizing and directing the Receiver to pay the Commission to CBRE upon closing of the Proposed Transaction;
  - (e) sealing the Confidential Appendices to the Second Report;
  - (f) directing a former employee of Antamex to return Antamex property; and
  - (g) approving the activities and fees of the Receiver and its counsel as set out the Second 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 customer 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 (the “**Concord Premises**”), 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, the Receiver was appointed on application by EDC over certain priority collateral of Antamex located primarily in the United States. On March 13, 2024, the Receiver’s appointment was expanded to include all the Property of Antamex.

### *256 Victoria Appointment*

5. 256 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 and guaranteed 256's obligations to Royal Bank of Canada ("**RBC**").

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

### *Chapter 15 Proceeding*

7. As set out in greater detail in the First Report, the Receiver determined that recognition of Antamex's receivership proceeding under chapter 15 of title 11 of the United States Code ("**Bankruptcy Code**") was necessary and filed the appropriate petition and motion in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**").

8. On June 4, 2024, the US Bankruptcy Court granted an order (the "**US Recognition Order**") that, among other things, recognized the Canadian receivership proceeding as a foreign main proceeding and granted an injunction in the United States for the duration of the recognition proceeding.

## **Activities of the Receiver since the date of the First Report**

### *Auction*

9. On May 22, 2024, this Court granted an order, among other things, approving an Auction Services Agreement (the “**ASA**”) with Platinum Asset Services Inc. (“**Platinum**”) with respect to an auction of assets at the Premises.

10. Pursuant to the ASA, Platinum conducted an auction in respect of all machinery and equipment owned by Antamex located at the Premises. The auction in respect of the Concord Premises concluded on July 31, 2024, and the auction in respect of the Alliston Premises concluded on September 1, 2024.

11. The auctions were highly competitive and ultimately resulted in 416 bidders and 204 purchasers. Following the conclusion of the auctions, Platinum arranged for all purchased equipment and machinery to be removed from the Premises. Platinum then paid the Sale Price in accordance with the waterfall set out in the ASA.

### *US Property*

12. 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.

13. The US Collateral consists primarily of glass manufacturing equipment (the “**US Glass Equipment**”) located in Norwich, Connecticut. Antamex asserted ownership of the US Glass Equipment.

14. 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**”). In November 2023, Naverra ceased operations and was evicted from the Norwich Premises, jeopardizing the US Glass Equipment.

15. 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.

16. On May 6, 2024, the Receiver and its counsel received a letter from counsel to GEN, the new tenant of the Norwich Landlord, 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. GEN also requested that the Receiver consent to its continued use of the US Glass Equipment.

17. In its First Report, the Receiver advised that it was conducting additional investigation regarding the ownership of the US Glass Equipment. The Receiver also advised this Court that the Receiver consented to GEN's continued use of the US Glass Equipment on a day-to-day basis while the ownership of the US Glass Equipment remained under review, subject to certain conditions. This accommodation was provided without prejudice to Antamex's asserted ownership interest in the US Glass Equipment.

18. The Receiver has now concluded its investigation and intends to send its conclusions regarding the GEN Evidence and ownership of the US Glass Equipment to GEN in short order. The Receiver will provide this Court with a copy of this correspondence in a subsequent report. As noted in the First Report, the Receiver intends to pursue a consensual resolution of this issue.

19. The Receiver may require the assistance of this Court in the absence of a consensual resolution .

#### *Return of Antamex Property*

20. As set out in the First Report, the Receiver sent letters to all employees of Antamex following its appointment informing such employees of their termination by operation of the

Appointment Order. In such letter, the Receiver required the return of all property of Antamex in the possession of such employees. Two former employees of Antamex initially refused to return laptop computers issued to them by Antamex in their capacity as employees. The Receiver was able to reach a consensual resolution with one of the two employees.

21. The Receiver is still seeking the return of a laptop issued to and retained by Brad McLeod (the “**McLeod Laptop**”). McLeod refuses to return the laptop unless he is given a cheque for his final pay and travel expenses. McLeod has not disputed that the laptop is Antamex’s Property.

#### *Sureties*

22. The Receiver and the Sureties have not, to date, reached a consensual resolution regarding interpretation of the Ancillary Relief Order as it relates to the \$2 million payment. On August 19, 2024, the Receiver and the Sureties appeared before Justice Black to seek scheduling of a motion to determine its correct interpretation. Such motion is scheduled before Justice Black on December 3, 2024. The Receiver intends to file a further report in advance of the December 3, 2024 motion providing details regarding its position in respect of the Ancillary Relief Order.

#### **Basis for Relief**

##### *Listing Agreement*

23. In the First Report, the Receiver advised that it had solicited expressions of interest from multiple real estate brokerages to submit a marketing proposal with respect to a sale of the Alliston Premises, currently owned by 256.

24. The Receiver received proposals from 5 brokerages. The Receiver ultimately selected CBRE Limited (“**CBRE**”) to market and sell the Alliston Premises and entered into the Listing Agreement. As set out in the Listing Agreement, CBRE is entitled to a commission in connection with the sale of the Alliston Premises (the “**Commission**”). The Receiver requests that, if this

Court approves the Proposed Transaction, this Court also (i) approve the Listing Agreement *nunc pro tunc* and (ii) authorize the Receiver to pay the Commission.

25. As set out below, the marketing process conducted by CBRE was able to generate a competitive offer for the sale of the Alliston Premises. The terms of the Listing Agreement are fair and reasonable and consistent with agreements of the same nature entered into in similar circumstances.

26. The Commission is consistent with standard commission charged by listing brokerages performing similar services to those of CBRE on real estate transactions in Ontario and is fair and reasonable in light of the contribution of CBRE to the Proposed Transaction.

*Sale of 256 Victoria Property*

27. Following execution of the Listing Agreement, CBRE took steps to market the Alliston Premises. The Receiver ultimately accepted a bid from 2831450 Ontario Inc. (the “**Purchaser**”). On August 14, 2024, the Receiver and the Purchaser entered into an Agreement of Purchase and Sale in respect of the Alliston Premises (the “**APS**”).

28. Pursuant to the APS, the Purchaser will purchase 256’s right, title and interest in and to the Alliston Premises. As is customary in a sale by a court officer, the sale of the Alliston Premises is on an “as is, where is” basis without any representation or warranty from the Receiver with respect to the Alliston Premises.

29. Under the APS, the Purchaser is entitled to a forty-five day diligence period (the “**Diligence Period**”) to conduct certain due diligence (the “**Due Diligence**”). The obligation of the Purchaser to complete the Proposed Transaction is subject to the Purchaser providing written notice to the Receiver that it has satisfied itself with respect to the Due Diligence (the “**Due Diligence Notice**”). If the Due Diligence Notice is not received by the end of the Diligence Period, the APS shall be

null and void and of no further force or effect whatsoever. The Receiver and the Purchaser shall be released from all obligations and liabilities under the APS with certain exceptions.

30. The Purchaser provided a deposit to the Receiver on execution of the APS. The Purchaser is required to provide a second deposit in the same amount upon delivery of the Due Diligence Notice.

31. The Diligence Period was originally due to expire on October 1, 2024, immediately prior to the scheduled motion for approval of the Proposed Transaction on October 2, 2024. On September 20, 2024, however, the Purchaser requested an extension of the Diligence Period to October 31, 2024 to facilitate a Phase 2 environmental assessment. The Receiver agreed to grant this extension. The Receiver intends to close the Proposed Transaction as soon as possible following delivery of the Due Diligence Notice.

32. The Receiver recommends that the Proposed Transaction be approved by this Court because (i) the market was canvassed by CBRE professionally, (ii) the value of the Proposed Transaction represents the highest and best offer received with the greatest certainty of closing, (iii) the Receiver is satisfied that the consideration is fair and reasonable in the circumstances, and (iv) the secured creditors of 256 support the Proposed Transaction.

#### *McLeod Laptop*

33. To resolve the impasse with Mr. McLeod regarding the McLeod Laptop, the Receiver intends to seek a consensual resolution. In the event that the Receiver does not receive a response from Mr. McLeod or is otherwise unable to come to an agreement with him, the Receiver is seeking an order from this Court directing Mr. McLeod to deliver the McLeod Laptop to the Receiver at his own expense. The McLeod Laptop is the property of Antamex and may contain confidential



and/or personal information. The Receiver has taken every reasonable step to facilitate the return of the McLeod Laptop, and there is no legitimate basis for Mr. McLeod to retain it.

*Sealing of Confidential Appendices*

34. As set out in the Second Report, the Receiver files with this Court on a confidential basis (a) Confidential Appendix “A” containing a summary of offers received on the Alliston Premises, and (b) Confidential Appendix “B”, the unredacted APS. Disclosure of the offers received and the exact purchase price of the Alliston Premises may negatively impact asset value in the event that the Proposed Transaction does not close. The requested Order contemplates that the Receiver will file with this Court unredacted copies of the Confidential Appendices upon closing of the Proposed Transaction.

*Approval of Activities and Fees*

35. Pursuant to the Appointment Order, 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.

36. 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 \$1,127,690.00, plus HST and disbursements for the period of March 1, 2024 to August 31, 2024;
- (b) Counsel to the Receiver, Blakes, in the amount of CAD \$585,681.50, plus HST and disbursements for the period of March 5, 2024 to August 31, 2024;
- (c) US counsel to the Receiver, Perkins Coie LLP (“**Perkins**”) in the amount of USD \$308,728.80, plus disbursements for the period of March 8, 2024 to August 31, 2024;

- (d) Delaware counsel to the Receiver, Chipman Brown Cicero & Cole, LLP (“**Chipman**”) in the amount of USD \$36,677.50, plus disbursements for the period of April 18, 2024 to July 23, 2024; and
- (e) Connecticut counsel to the Receiver, MHR Lewis (US) LLC (“**MHR**”) in the amount of USD \$16,727.50, plus disbursements for the period of March 22, 2024 to September 20, 2024;

37. The work performed by Blakes, Perkins, Chipman and MHR was commissioned in connection with different aspects of the receivership proceedings and 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 recognition proceeding, which was commenced in Delaware. MHR was retained by the Receiver specifically to provide advice with respect to the US Property located in Connecticut.

38. 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.

#### **ADDITIONAL GROUNDS**

39. The provisions of the BIA, and the inherent and equitable jurisdiction of this Honourable Court;

40. 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

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

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

- (a) The Second Report of the Receiver dated September 26, 2024;
- (b) Such further and other evidence as counsel may advise and this Honourable Court permit.

Date: September 26, 2024

**BLAKE, CASSELS & GRAYDON LLP**

Barristers and Solicitors

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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**AND**

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**  
**Returnable October 2, 2024**

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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

Court File No.: CV-24-718718-00CL

**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

**SECOND REPORT OF DELOITTE RESTRUCTURING INC.  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER  
DATED SEPTEMBER 26, 2024**

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**APPENDICES**

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**CONFIDENTIAL APPENDICES**

<b>CONFIDENTIAL APPENDIX “A”</b>	<b>SUMMARY OF OFFERS</b>
<b>CONFIDENTIAL APPENDIX “B”</b>	<b>APS</b>



## **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**” and together with Antamex, the “**Debtors**”). 256 is a related party to Antamex which owns 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 second report of the Receiver (the “**Second Report**”) is to provide information to the Court with respect to:
  - a) the status and outcome of various matters outlined in the First Report of the Receiver dated May 16, 2024 (the “**First Report**”); and
  - b) the basis for an order, *inter alia*,
    - i) approving the Listing Agreement (as defined below);
    - ii) approving the APS and the Proposed Transaction (as such terms are defined herein) for the sale of the Alliston Premises and authorizing and directing the Receiver to take such steps as necessary to complete the Proposed Transaction;

- iii) vesting title in and to the Alliston Premises in the Purchaser (as defined herein) free and clear of all liens, claims and encumbrances, except certain permitted encumbrances, upon the Receiver filing a certificate confirming, among other things, completion of the Proposed Transaction;
- iv) authorizing and directing the Receiver to pay the Commission (as defined herein) upon closing of the Proposed Transaction;
- v) sealing the Confidential Appendices to this Second Report; and
- vi) approving the activities and fees of the Receiver and its counsel as set out in this Second Report.

## **II. TERMS OF REFERENCE**

- 4. In preparing this Second 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 Second 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 Second Report solely for the purpose of providing information to this Court. Parties using the Second 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 First Report a copy of which is attached hereto as **Appendix “A”** without Appendices.
- 6. Unless otherwise stated, all dollar amounts contained in this Second Report are expressed in Canadian Dollars.

### **III. BACKGROUND**

#### **A. Antamex Appointment**

- 7. On February 27, 2024, Export Development Canada (“**EDC**”) made an application (the “**Application**”) to the Court for an order appointing Deloitte as receiver of the property, assets, and undertakings (collectively, “**Property**”) of Antamex.
- 8. Antamex was incorporated on November 13, 2018 under the *British Columbia Corporations Act* and has a registered office address of Suite 2300, Bentall 5, 550 Burrard Street, Vancouver BC V6C 2B5. Antamex was in the business of designing, engineering, manufacturing and installing customer modular glass façade solutions for multi-story buildings.
- 9. 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 which was a fabrication manufacturing facility (together the “**Premises**”).
- 10. The Court adjourned the Application to March 4, 2024 to provide Antamex with an opportunity to pursue interim financing from its surety bond providers, Nationwide Mutual Insurance Company (“**Nationwide**”), Aviva Insurance Company (“**Aviva**”) and Euler

Hermes North America Insurance Company (“**Euler**” and, together with Nationwide and Aviva, the “**Sureties**”).

11. 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 (in such capacity, the “**Antamex Receiver**”) of certain priority collateral located primarily in the United States and described on Schedule “A” to the Partial Receivership Order (the “**US Collateral**”). A copy of the Partial Receivership Order is attached hereto as **Appendix “B”**.
12. At the same time, the Court granted the Adjournment Ancillary Relief Order dated March 5, 2024 (the “**Ancillary Relief Order**”), a copy of which is attached hereto as **Appendix “C”**. As set out in the Ancillary Relief Order:
  - a) the balance of the relief sought by EDC, including the appointment of the Antamex Receiver in respect of all the Property, was adjourned to March 12, 2024 to provide the Debtor with additional time to solicit funding from the Sureties;
  - b) in the event the Sureties did not commit to provide necessary and sufficient financial support to Antamex by March 12, 2024, the Sureties were required to pay to the Antamex Receiver, in trust for the benefit of Antamex’s receivership estate, an amount equal to the lesser of (a) CAD \$2 million, and (b) the total of all expenditures and disbursements made by Antamex between February 27, 2024 and March 12, 2024 (the “**Adjournment Period**”), inclusive; and
  - c) the Sureties were required to reimburse EDC directly for all professional fees and expenses reasonably incurred during the Adjournment Period, save and except for

those fees and expenses incurred specifically in connection with EDC's or the Antamex Receiver's efforts to realize on the US Property.

13. On March 12, 2024, EDC advised the Court that no deal was 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.
14. 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. A copy of the Appointment Order is attached hereto as **Appendix "D"**.

#### **B. 256 Victoria Appointment**

15. On April 23, 2024, Royal Bank of Canada ("**RBC**") made an application to appoint Deloitte as receiver of all of the assets, undertakings and properties of 256.
16. 256 was incorporated on February 21, 2020 under the *British Columbia Corporations Act* and has a registered office address of Suite 2300, Bentall 5, 550 Burrard Street, Vancouver BC V6C 2B5. 256 operates 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 and guaranteed 256's obligations to RBC.
17. On April 23, 2024, pursuant to an order (the "**256 Appointment Order**") of the Court, Deloitte was appointed as the 256 Receiver. A copy of the 256 Appointment Order is Attached hereto as **Appendix "E"**. As noted above, the 256 Appointment Order also authorized the procedural consolidation of 256 receivership 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 and the Property of Antamex.

### **C. Recognition Proceeding**

18. As set out in greater detail in the First Report, as a result of the positions taken by certain US stakeholders, including the Norwich Landlord (defined below) in respect of the US Collateral, the Receiver determined that recognition of Antamex's receivership proceeding under chapter 15 of title 11 of the United States Code (the "**Bankruptcy Code**") was necessary.
19. On May 1, 2024, the Receiver, in its capacity as foreign representative of Antamex, filed a Verified Petition for (I) Recognition of Canadian Proceedings as Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code (the "**Verified Petition**") in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**").
20. At the same time, the Receiver, in its capacity as foreign representative of Antamex, filed a Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code (the "**Provisional Relief Motion**"). The Provisional Relief Motion, among other things, sought domestication of the Appointment Order on a preliminary basis, including the stay of proceedings contained therein, pending the hearing on the Verified Petition.
21. On May 3, 2024, the US Bankruptcy Court granted, along with certain other procedural orders, the Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy

Code (the “**Provisional Relief Order**”) granting a preliminary injunction in respect of Antamex in the United States and recognizing and enforcing the receivership proceeding of Antamex, including the Appointment Order, in the United States on a provisional basis.

22. On June 4, 2024, the US Court granted the Verified Petition without the need for a hearing. A copy of the US Bankruptcy Court’s Order Granting Petition For (I) Recognition of Canadian Proceeding as Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief under Chapter 15 of the Bankruptcy Code (the “**US Recognition Order**”) is attached hereto as **Appendix “F”**. The US Recognition Order, among other things, recognized the Canadian receivership proceeding as a foreign main proceeding and granted an injunction in the United States for the duration of the recognition proceeding.

#### **IV. ACTIVITIES OF THE RECEIVER SINCE FIRST REPORT**

##### **A. Auction<sup>1</sup>**

23. On May 22, 2024, the Court granted an Order (the “**Auction Services and Ancillary Relief Order**”), among other things, approving an Auction Services Agreement (the “**ASA**”) with Platinum Asset Services Inc. (“**Platinum**”) with respect to an auction of assets at the Premises.
24. Pursuant to the ASA, Platinum conducted a sale process (the “**Sale Process**”) in respect of all machinery and equipment owned by Antamex located at the Premises. Platinum conducted a marketing campaign in order to generate the highest possible value for Antamex’ machinery and equipment. The sale process included preparing the Premises for

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<sup>1</sup> Capitalized terms not otherwise defined in this section have the meanings given to them in the ASA.

the auction, conducting an extensive advertising program (appearing both online and in industry periodicals), pre-selling certain items of equipment where it was economical to do so, and organizing formal auction processes (both in person and online).

25. The Sale Process in respect of the Concord Premises was originally scheduled to conclude on June 30, 2024 as the Receiver was obligated to vacate the Concord Premises before this date. The Receiver ultimately received an extension from the landlord of the Concord Premises and the auction in respect of Antamex's Property located at the Concord Premises concluded on July 31, 2024. The auction in respect of Property located at the Alliston Premises concluded on September 1, 2024.
26. The auction was highly competitive and ultimately resulted in 416 bidders and 204 purchasers for the assets. Following the conclusion of the auctions, Platinum arranged for all purchased equipment and machinery to be removed from the Premises. Platinum then paid the Sale Price in accordance with the waterfall set out in the ASA:
  - a) first, to Remit any required Taxes;
  - b) second, to retain the Buyer's Premium;
  - c) third, from the Proceeds, being the Sale Price net of Taxes and the Buyer's Premium, Platinum deducted its commission;
  - d) fourth, from the Proceeds, Platinum deducted its expenses, subject to the limit specified in the ASA;
  - e) fifth, Platinum deducted Repair Costs, subject to the limit specified in the ASA;and



f) sixth, Platinum remitted the remainder of the Proceeds by wire transfer to the Receiver, being \$2,273,455.

27. The Receiver is currently holding the Proceeds in trust pending distribution. The Receiver intends to bring a motion at a later date to seek approval from the Court for distributions to Antamex's creditors in accordance with legal priorities.

## **B. US Property**

28. 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.

29. 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.

30. 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.

31. 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.

32. The Norwich Landlord wrote to counsel for EDC on March 4, 2024, among other things (i) acknowledging that Antamex claimed an ownership interest in the US Glass Equipment,

(ii) claiming that EDC abandoned its right to the US Glass Equipment, (iii) claiming that the Norwich Landlord is now the owner of the US Glass Equipment, and (iv) advising EDC of its intention to enter into a new lease which, according to the Norwich Landlord “would not impair the rights of EDC or Antamex to litigate the title issues” surrounding the US Glass Equipment.

33. On March 12, 2024, the Norwich Landlord confirmed that it had leased the Norwich Premises to Glass Enterprises Northeast LLC (“**GEN**”) and that GEN would provide access to the Receiver to the US Glass Equipment on March 13, 2024 to inspect the US Glass Equipment. The Receiver and a representative of Tiger Group (“**Tiger**”) attended the Norwich Premises on March 13, 2024 to inspect the US Glass Equipment.
34. On April 15, 2024, the Receiver’s counsel wrote to the Norwich Landlord to memorialize the Receiver’s position that Antamex holds an ownership interest in the US Glass Equipment and to reiterate the application of the stay of proceedings to the US Glass Equipment.
35. 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. GEN also requested that the Receiver consent to its continued use of the US Glass Equipment.
36. In its First Report, the Receiver advised that it was in the process of reviewing the evidence supplied by GEN and conducting additional investigation regarding the ownership of the US Glass Equipment on the basis of such evidence. The Receiver also advised the Court that, as an accommodation while the ownership of the US Glass Equipment remains under

review, the Receiver consented to GEN's continued use of the US Glass Equipment on a day-to-day basis, subject to certain conditions. Such accommodation was provided without prejudice to Antamex's asserted ownership interest in the US Glass Equipment.

37. The Receiver has now concluded its investigation and intends to send a response to GEN in short order advising it of the Receiver's conclusions. The Receiver will provide the Court with a copy of this correspondence in a subsequent report. As noted in the First Report, the Receiver intends to pursue a consensual resolution of this issue. The Receiver may require the assistance of this Court in the absence of a consensual resolution.

### **C. Return of Antamex Property**

38. As set out in the First Report, the Receiver sent letters to all employees of Antamex following its appointment informing such employees of their termination by operation of the Appointment Order. In such letter, the Receiver required the return of all Property of Antamex in the possession of such employees. Two former employees of Antamex refused to return laptop computers issued to them by Antamex in their capacity as employees.
39. In response to the Receiver's repeated demands for the return of the company-owned and issued laptop, Jeff Dicker, former General Counsel to Antamex, ("**Dicker**") refused to return the laptop (the "**Dicker Laptop**") on the basis that it was no longer Antamex's property, arguing that his terms of employment allowed him to retain the laptop on termination of his employment.
40. The Receiver was concerned that the Dicker Laptop may have confidential and / or privileged information related to Antamex's business and affairs given Dicker's former role, and that the Dicker Laptop may have contained personal information related to former

Antamex employees. The Receiver also believed the Dicker Laptop may contain information relevant to its investigation into the US Glass Equipment.

41. The Receiver was ultimately able to negotiate a consensual resolution with Mr. Dicker. Mr. Dicker provided the Receiver with an opportunity to review the contents of the Dicker Laptop and to remove all Antamex data from the Dicker Laptop. Thereafter, the Receiver relinquished any proprietary claim to the Dicker Laptop and returned the Dicker Laptop to Mr. Dicker.
42. The Receiver is still seeking the return of a laptop (the “**McLeod Laptop**”) retained by Brad McLeod (“**McLeod**”), a former employee, who refused to return an Antamex-issued McLeod Laptop unless he was given a cheque for his final pay and travel expenses. McLeod has not disputed that the McLeod Laptop is Antamex’s Property. A copy of the Receiver’s correspondence with McLeod is attached hereto as **Appendix “G”**.

#### **D. Sureties**

43. As set out in greater detail in the First Report, after its appointment, the Receiver engaged with the Sureties with respect to (i) the potential that the Sureties would provide funding to Antamex within the context of the receivership proceeding, and (ii) information and access requests made by the Sureties to assist them with the completion of Antamex’s bonded projects.
44. Ultimately the Receiver and the Sureties were unable to reach agreement on a number of critical issues. As a result the decision was made that Antamex would permanently cease operations.

45. Also as set out in the First Report, following the granting of the Appointment Order, the Receiver reviewed the books and records of Antamex to determine the amount owing by the Sureties pursuant to the Ancillary Relief Order on account of expenditures and disbursements made in the Adjournment Period. The Receiver determined that the actual expenditures and disbursements made in the Adjournment Period by Antamex exceeded \$2 million. Accordingly, on April 25, 2024, the Receiver's counsel, Blake, Cassels & Graydon LLP ("**Blakes**"), wrote to the Sureties to request the payment of \$2 million into the Receiver's trust account pursuant to the terms of the Ancillary Relief Order.
46. On April 30, 2024, counsel to the Sureties requested substantiating documentation for the expenditures and disbursements. Such substantiating documentation was provided by the Receiver the same day showing actual disbursements during the Adjournment Period of \$3,588,205.48.
47. On May 14, 2024, counsel to the Sureties sent a responding letter to Blakes setting out their basis for refusal to pay the \$2 million.
48. The Receiver and the Sureties have not, to date, reached a consensual resolution regarding interpretation of the Ancillary Relief Order as it related to the \$2 million payment. On August 19, 2024, the Receiver and the Sureties appeared before Justice Black to seek scheduling of a motion to determine the correct interpretation of the Ancillary Relief Order. Such motion is scheduled before Justice Black on December 3, 2024. The Receiver intends to file a further report in advance of the December 3, 2024 motion providing details regarding its position in respect of the Ancillary Relief Order.

## **E. Lien Claims**

49. After its appointment, the Receiver was contacted by a number of subcontractors who wish to advance, among other things, lien claims and/or breach of trust claims against Antamex pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (the “**Construction Act**”).
50. As set out in the First Report, in order to ensure potential trust claims are preserved, the Receiver is depositing all project-specific receipts to segregated trust accounts. The Receiver continues to assess potential trust claims that may be brought against Antamex and intends to provide further details regarding such potential trust claims in a subsequent report.
51. The Receiver has also communicated with counsel to the Sureties and Antamex’s litigation counsel in the US regarding next steps certain outstanding litigation claims in the US. The Receiver intends to provide a further update to the court regarding those matters in a subsequent report as and when those matters are resolved.

## **V. BASIS FOR RELIEF**

### **A. Listing Agreement**

52. In the First Report, the Receiver advised that it had solicited expressions of interest from multiple real estate brokerages to submit a marketing proposal with respect to a sale of the Alliston Premises. As set out above, the Alliston Premises is owned by 256.
53. The Receiver received proposals from 5 brokerages. The Receiver ultimately selected CBRE Limited (“**CBRE**”) to market and sell the Alliston Premises on the basis of their overall expertise and reputation, their proposed marketing plan and their specific experience selling properties of the same nature as the Alliston Premises. Attached hereto

as **Appendix “H”** is a copy of the listing agreement entered into with CBRE (the “**Listing Agreement**”).

54. As set out in the Listing Agreement, CBRE is entitled to a commission in connection with the sale of the Alliston Premises (the “**Commission**”). The Receiver requests that, if the Court approves the Proposed Transaction, the Court also (i) approve the Listing Agreement *nunc pro tunc*, and (ii) authorize the Receiver to pay the Commission out of the proceeds of the Proposed Transaction.
55. As set out below, the marketing process conducted by CBRE was able to generate a competitive offer for the sale of the Alliston Premises. The Receiver believes that the terms of the Listing Agreement are fair and reasonable and consistent with agreements of the same nature entered into in similar circumstances. Given CBRE’s limited engagement to marketing the Alliston Premises and the market nature of the Listing Agreement, the Receiver elected to execute the Listing Agreement and seek approval *nunc pro tunc* concurrently with seeking approval of the Proposed Transaction in order to reduce unnecessary costs to the Debtors’ estates and for administrative efficiency.
56. The Commission is consistent with standard commission charged by listing brokerages performing similar services to those of CBRE on real estate transactions in Ontario and, in the Receiver’s view, is fair and reasonable in light of the contribution of CBRE to the Proposed Transaction.

## **B. Sale of 256 Victoria Property**

57. Following execution of the Listing Agreement, CBRE executed its detailed marketing plan for the Alliston Premises which included, (i) a formal listing of the Alliston Premises, (ii) the erection of sale signage, (iii) advertisements in several relevant industry and real estate

publications, (iv) electronic advertising in the form of electronic mail “blasts” to potential customers and other CBRE’s contacts, and (v) calls by CBRE listing agents to their contact bases.

58. Attached hereto as **Confidential Appendix “A”** is a spreadsheet setting out all offers received by CBRE in respect of the Alliston Premises. The Receiver reviewed the bids and consulted with RBC and EDC, the principal stakeholders in the Alliston Premises. The Receiver accepted the highest bid received in the sales process; however, due to financing issues, this bidder was unable to move forward.
59. The Receiver ultimately accepted a bid from 2831450 Ontario Inc. (the “**Purchaser**”). On August 14, 2024, the Receiver and the Purchaser entered into an Agreement of Purchase and Sale in respect of the Alliston Premises (the “**APS**”). A copy of the APS is attached hereto as **Appendix “I”**, with certain commercial terms redacted. An unredacted copy of the APS is attached hereto as **Confidential Appendix “B”**.
60. The Purchaser is a corporation owned by Ram Iron & Metal Inc. (“**Ram**”). Ram has a significant presence in Ontario and owns several operating companies, with a number of land holdings and assets under management.
61. Pursuant to the APS, the Purchaser will purchase 256’s right, title and interest in and to the Alliston Premises. As is customary in a sale by a court officer, the sale of the Alliston Premises is on an “as is, where is” basis without any representation or warranty from the Receiver with respect to the Alliston Premises, other than certain customary representations and warranties for transactions of this nature.
62. Under the APS, the Purchaser is entitled to a forty-five day diligence period (the “**Diligence**”).



**Period**”) to conduct certain due diligence with respect to (i) title and off title due diligence, (ii) the physical condition of the building located on the Property, and (iii) environmental condition of the Property (the “**Due Diligence**”). The obligation of the Purchaser to complete the transaction contemplated by the APS (the “**Proposed Transaction**”) is subject to the Purchaser providing written notice to the Receiver that it has satisfied itself with respect to the Due Diligence (the “**Due Diligence Notice**”). If the Due Diligence Notice is not received by the end of the Diligence Period, the APS shall be null and void and of no further force or effect whatsoever. The Receiver and the Purchaser shall be released from all obligations and liabilities under the APS with certain exceptions.

63. The Purchaser provided a deposit to the Receiver on execution of the APS. The Purchaser is required to provide a second deposit in the same amount upon delivery of the Due Diligence Notice.
64. The Diligence Period was originally due to expire on October 1, 2024, immediately prior to the scheduled motion for approval of the Proposed Transaction on October 2, 2024. On September 20, 2024, however, the Purchaser requested an extension of the Diligence Period to October 31, 2024 to facilitate a Phase 2 environmental assessment. The Receiver agreed to grant this extension.
65. The Receiver intends to close the Proposed Transaction as soon as possible following delivery of the Due Diligence Notice.
66. In light of the foregoing, the Receiver recommends that the Proposed Transaction be approved by the Court for the following reasons:

- a) The canvassing of the market by CBRE for interested purchasers was professionally conducted in accordance with the Listing Agreement;
- b) The value of the Proposed Transaction represents the highest and best offer received with the greatest certainty of closing;
- c) The Receiver is satisfied that the consideration received for the Alliston Premises is fair and reasonable in the circumstances; and
- d) Both RBC and EDC as secured creditors in respect of the Alliston Premises consent to the approval of the Proposed Transaction.

### **C. McLeod Laptop**

- 67. Unlike Mr. Dicker, Mr. McLeod did not object to this relief being sought at the Receiver's last attendance and has not corresponded with the Receiver at all following service of the Receiver's motion where this relief was initially sought on May 16, 2024. Nevertheless, the Receiver intends to try and engage with Mr. McLeod to arrive at a consensual resolution prior to the Receiver's attendance before the Court on October 2, 2024.
- 68. In the event that the Receiver does not receive a response from Mr. McLeod or is otherwise unable to come to an agreement, the Receiver is seeking an order from this Court directing McLeod to deliver the McLeod Laptop to the Receiver at his own expense. The McLeod Laptop is the Property of Antamex and may contain confidential and / or personal information. The Receiver has taken every reasonable step to facilitate the return of the McLeod Laptop, and there is no legitimate basis for McLeod to retain the McLeod Laptop.
- 69. If McLeod fails to comply with the order directing him to return the McLeod Laptop, the Receiver intends to seek enforcement measures from the Court.

**D. Sealing of Confidential Appendices**

70. As set out above, the Receiver will be filing on a confidential basis with the Court (a) Confidential Appendix “A” containing a summary of offers received on the Alliston Premises, and (b) Confidential Appendix “B”, the unredacted APS. The Receiver is of the view that disclosure of the offers received and the exact purchase price of the Alliston Premises may negatively impact asset value in the event that the Proposed Transaction does not close. The requested Order contemplates that the Receiver will file with the Court unredacted copies of the Confidential Appendices upon closing of the Proposed Transaction.

**E. Approval of Activities and Fees**

71. Pursuant to the Appointment Order, 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.
72. 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 \$1,127,690.00, plus HST and disbursements for the period of March 1, 2024 to August 31, 2024;
  - b) Counsel to the Receiver, Blakes, in the amount of CAD \$585,681.50, plus HST and disbursements for period of March 5, 2024 to August 31, 2024;

- c) US counsel to the Receiver, Perkins Coie LLP (“**Perkins**”) in the amount of USD \$308,728.80, plus disbursements for the period of March 8, 2024 to August 31, 2024;
  - d) Delaware counsel to the Receiver, Chipman Brown Cicero & Cole, LLP (“**Chipman**”) in the amount of USD \$36,677.50, plus disbursements for the period of April 18, 2024 to July 23, 2024; and
  - e) Connecticut counsel to the Receiver, MHR Lewis (US) LLC (“**MHR**”) in the amount of USD \$16,727.50, plus disbursements for the period of March 22, 2024 to September 20, 2024;
73. The total fees and disbursements of the Receiver are set out in detail in the affidavit of Phil Reynolds sworn September 26, 2024 (the “**Reynolds Affidavit**”), a copy of which is attached as **Appendix “J”** hereto. The Reynolds Affidavit sets out a summary which identifies the accounting professionals who worked on the Receivership Proceedings, including title, hourly rates, total fees and hours billed. This summary indicates a combined hourly rate of \$419.36 and 2,689.1 hours worked.
74. The total fees and disbursements of Blakes are set out in detail in the affidavit of Linc Rogers sworn September 25, 2024 (the “**Rogers Affidavit**”), a copy of which is attached as **Appendix “K”** hereto. The Rogers Affidavit sets out a summary which identifies the legal professionals who worked on the Receivership Proceedings, including year of call, title, hourly rates, total fees and hours billed. This summary indicates a combined hourly rate of 897.18 and 652.8 hours worked.

75. The total fees and disbursements of Perkins are set out in detail in the affidavit of Tina Moss sworn September 25, 2024 (the “**Moss Affidavit**”), a copy of which is attached as **Appendix “L”** hereto. The Moss Affidavit sets out a summary which identifies the legal professionals who worked on the Receivership Proceedings, including year of call, title, hourly rates, total fees and hours billed. This summary indicates a combined hourly rate of USD \$938.81 and 328.9 hours worked.
76. The total fees and disbursements of Chipman are set out in detail in the affidavit of Mark Desgrosseilliers sworn September 25, 2024 (the “**Desgrosseilliers Affidavit**”), a copy of which is attached as **Appendix “M”** hereto. The Desgrosseilliers Affidavit sets out a summary which identifies the legal professionals who worked on the Receivership Proceedings, including year of call, title, hourly rates, total fees and hours billed. This summary indicates a combined hourly rate of USD \$520.99 and 70.4 hours worked.
77. The total fees and disbursements of MHR are set out in detail in the affidavit of Richard Lewis sworn September 25, 2024 (the “**Lewis Affidavit**”), a copy of which is attached as **Appendix “N”** hereto. The Lewis Affidavit sets out a summary which identifies the legal professionals who worked on the Receivership Proceedings, including year of call, rank, hourly rates, total fees and hours billed. This summary indicates a combined hourly rate of USD \$363.64 and 46.0 hours worked.
78. The work performed by Blakes, Perkins, Chipman and MHR 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. MHR was retained by the Receiver specifically to provide advice with respect to the US Property located in Connecticut.

79. 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.

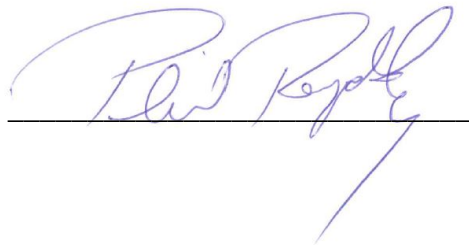
## **VI. CONCLUSION AND RECOMMENDATION**

80. The Receiver respectfully recommends that this Court:
- i) approve the Listing Agreement;
  - ii) approve the Proposed Transaction and APS;
  - iii) seal the Confidential Appendices;
  - iv) direct certain former employees to return property of Antamex; and
  - v) approve the activities and fees of the Receiver and its legal counsel as set out herein and the Receiver's Compendium of Fee Affidavits.

All of which is respectfully submitted at Toronto, Ontario this 26<sup>th</sup> day of September, 2024

**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 "David R. Galt", is written over a horizontal line. A long, thin diagonal stroke extends from the bottom of the signature.

## **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

Court File No.: CV-24-718718-00CL

**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

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER  
DATED MAY 16, 2024**



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## **APPENDICES**

<b>APPENDIX “A”</b>	<b>Endorsement dated February 27, 2024</b>
<b>APPENDIX “B”</b>	<b>Partial Receivership Order, dated March 5, 2024</b>
<b>APPENDIX “C”</b>	<b>Ancillary Relief Order, dated March 5, 2024</b>
<b>APPENDIX “D”</b>	<b>Appointment Order, dated March 13, 2024</b>
<b>APPENDIX “E”</b>	<b>Corporation Profile Report for Antamex Industries ULC</b>
<b>APPENDIX “F”</b>	<b>Antamex Director Resignations</b>
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<b>APPENDIX “H”</b>	<b>256 Director Resignations</b>
<b>APPENDIX “I”</b>	<b>Antamex Notice and Statement of Receiver</b>
<b>APPENDIX “J”</b>	<b>256 Notice and Statement of Receiver</b>
<b>APPENDIX “K”</b>	<b>Provisional Relief Order, dated May 3, 2024</b>
<b>APPENDIX “L”</b>	<b>Correspondence with Jeff Dicker</b>
<b>APPENDIX “M”</b>	<b>Correspondence with Brad McLeod</b>
<b>APPENDIX “N”</b>	<b>Redacted Auction Services Agreement</b>
<b>APPENDIX “O”</b>	<b>Redacted Draft Assignment and Assumption Agreement</b>

## **CONFIDENTIAL APPENDICES**

<b>CONFIDENTIAL APPENDIX “A”</b>	<b>GEN Letter</b>
<b>CONFIDENTIAL APPENDIX “B”</b>	<b>Platinum Appraisal</b>
<b>CONFIDENTIAL APPENDIX “C”</b>	<b>Unredacted Auction Services Agreement</b>
<b>CONFIDENTIAL APPENDIX “D”</b>	<b>Unredacted Draft Assignment and Assumption Agreement</b>

## **I. INTRODUCTION AND PURPOSE OF THIS REPORT**

### **A. Antamex Appointment**

1. On February 27, 2024, Export Development Canada (“**EDC**”) made an application (the “**Application**”) to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver of the property, assets, and undertakings (collectively, “**Property**”) of Antamex Industries ULC (“**Antamex**” or the “**Debtor**”).
2. The Court adjourned the Application to March 4, 2024 to provide the Debtor with an opportunity to pursue interim financing from its surety bond providers, Nationwide Mutual Insurance Company (“**Nationwide**”), Aviva Insurance Company (“**Aviva**”) and Euler Hermes North America Insurance Company (“**Euler**” and, together with Nationwide and Aviva, the “**Sureties**”). A copy of the endorsement dated February 27, 2024 adjourning the Application to March 4, 2024 is attached hereto as **Appendix “A”**.
3. On March 4, 2024, both EDC and the Debtor 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 (in such capacity, the “**Antamex Receiver**”) of certain priority collateral located primarily in the United States and described on Schedule “A” to the Partial Receivership Order (the “**US Collateral**”). A copy of the Partial Receivership Order is attached hereto as **Appendix “B”**.
4. At the same time, the Court granted the Adjournment Ancillary Relief Order dated March 5, 2024 (the “**Ancillary Relief Order**”), a copy of which is attached hereto as **Appendix “C”**. As set out in the Ancillary Relief Order:

- a) the balance of the relief sought by EDC, including the appointment of the Antamex Receiver in respect of all the Property, was adjourned to March 12, 2024 to provide the Debtor with additional time to solicit funding from the Sureties;
  - b) in the event the Sureties did not commit to provide necessary and sufficient financial support to Antamex by March 12, 2024, the Sureties were required to pay to the Antamex Receiver, in trust for the benefit of Antamex's receivership estate, an amount equal to the lesser of (a) CAD \$2 million and (b) the total of all expenditures and disbursements made by Antamex between February 27, 2024 and March 12, 2024 (the "**Adjournment Period**"), inclusive; and
  - c) the Sureties were required to reimburse EDC directly for all professional fees and expenses reasonably incurred during the Adjournment Period, save and except for those fees and expenses incurred specifically in connection with EDC's or the Antamex Receiver's efforts to realize on the US Property.
5. On March 12, 2024, EDC advised the Court that no deal was 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.
  6. 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. A copy of the Appointment Order is attached hereto as **Appendix "D"**.

## **B. 256 Victoria Appointment**

7. On April 23, 2024, Royal Bank of Canada (“**RBC**”) made an application to appoint Deloitte as receiver of all of the assets, undertakings and properties of 256 Victoria Street West ULC (“**256**” and, together with Antamex, the “**Debtors**”). 256 is the owner of real property located at 256 Victoria Street West, Alliston, Ontario (the “**Alliston Premises**”). Antamex leased the Alliston Premises from 256 and guaranteed 256’s obligations to RBC.
8. On April 23, 2024, pursuant to an order (the “**256 Appointment Order**”) of the Court, Deloitte was appointed as the receiver of the Property of 256 (in such capacity, the “**256 Receiver**” and together with the Antamex Receiver, the “**Receiver**”). The 256 Appointment Order also authorized the procedural consolidation of 256 receivership 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 BIA; (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 and the Property of Antamex.
9. The purpose of this first report of the Receiver (the “**First Report**”) is to provide information to the Court with respect to:
  - a) the Receiver’s activities since its appointment;
  - b) the Receiver’s receipts and disbursements; and
  - c) the basis for an order, *inter alia*,

- i) approving an auction services agreement with respect to the assets of the Debtors;
- ii) approving transaction whereby Antamex's interest in certain financing leases will be assigned;
- iii) directing certain former employees to return property of Antamex;
- iv) granting the Receiver enhanced investigative powers; and
- v) approving the activities of the Receiver to date.

## **II. TERMS OF REFERENCE**

10. In preparing this First 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' management, shareholders, and employees, and information from third-party sources (collectively, the "**Information**"). Except as otherwise described in this First 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 First Report solely for the purpose of providing information to this Court. Parties using the First Report other than for the purposes outlined herein are cautioned it may not be appropriate for their purposes.

- 11. Unless otherwise stated, all dollar amounts contained in this First Report are expressed in Canadian Dollars.

### **III. BACKGROUND**

- 12. Antamex was incorporated on November 13, 2018 under the *British Columbia Corporations Act* and has a registered office address of Suite 2300, Bentall 5, 550 Burrard Street, Vancouver BC V6C 2B5. Antamex was in the business of designing, engineering, manufacturing and installing customer modular glass façade solutions for multi-story buildings. According to the corporation profile report attached as **Appendix “E”**, the directors of Antamex as of December 7, 2023 were David Ozen, Jeremy Ozen and Daniel Ozen.
- 13. Jeremy Ozen has informed the Receiver that David Ozen resigned as director of Antamex in November, 2022 and that Jeremy Ozen and Daniel Ozen resigned as directors of Antamex in November, 2023. Attached as **Appendix “F”** are the resignations of each director, along with a shareholder resolution purportedly appointing Antamex Industries Inc. as director of Antamex.
- 14. 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 which was a fabrication manufacturing facility (together the **“Premises”**).

15. 256 was incorporated February 21, 2020 under the *British Columbia Corporations Act* and has a registered office address of Suite 2300, Bentall 5, 550 Burrard Street, Vancouver BC V6C 2B5. 256 operates as a real estate holding company and is the owner of the Alliston Premises. According to the corporation profile report attached as **Appendix “G”**, the directors of 256 as of December 28, 2023 were David Ozen, Jeremy Ozen and Daniel Ozen.
16. Jeremy Ozen has advised the Receiver that David Ozen resigned as a director of 256 in December 2022. A copy of the resignation is attached hereto as **Appendix “H”**.

#### **IV. ACTIVITIES OF THE RECEIVER SINCE THE DATE OF APPOINTMENT**

##### **A. Preservation of Canadian Property**

17. Immediately following the issuance of the Appointment Order, the Receiver took steps to secure the Canadian assets of Antamex. As described in greater detail below, the Receiver also attempted to secure the US Property, but experienced difficulties doing so without a US recognition proceeding in place. Among other immediate activities to safeguard the Property, the Receiver:
  - a) attended at the Premises, changed the locks and updated security codes;
  - b) obtained passwords and access codes to relevant software programs, computer devices and accounts;
  - c) forensically imaged relevant servers and information storage systems to preserve the books and records of the Debtors;
  - d) retained security guards to attend to the Premises outside of business hours;



- e) contacted the Debtors' insurance broker to request copies of insurance policies and to request that the Receiver be added as a named insured and loss payee, which request was fulfilled;
  - f) negotiated the extension of insurance terms with the Debtors' insurer;
  - g) identified certain bank accounts in the name of the Debtors and instructed the financial institutions to restrict the accounts to 'deposit only';
  - h) opened trust accounts in the name of the Receiver to administer receipts and disbursements and to segregate receipts related to specific projects;
  - i) inventoried all assets including fixed assets and inventory;
  - j) identified and segregated project-specific inventory;
  - k) met with employees of Antamex to advise them of the receivership proceedings and provide them with information regarding the Wage Earners Protection Program ("WEPP"); and
  - l) retained certain former employees of Antamex to assist with the administration of the estate.
18. The Receiver undertook the following activities with respect to its statutory obligations:
- a) on March 15, 2024, the Receiver delivered copies of the Notice and Statement of the Receiver in respect of Antamex (the "**Antamex Notice**"), a copy of which is attached hereto as **Appendix "I"**, to all known creditors of Antamex;

- b) on April 23, 2024, the Receiver delivered copies of the Notice and Statement of the Receiver in respect of 256 (the “**256 Notice**”), a copy of which is attached hereto as **Appendix “J”**, to all known creditors of 256;
- c) the Receiver also faxed copies of the Antamex Notice and the 256 Notice to the Office of the Superintendent of Bankruptcy; and
- d) the Receiver uploaded copies of relevant information to its case website at:  
<https://www.insolvencies.deloitte.ca/antamex>

## **B. Bank Accounts**

- 19. Antamex conducted all of its banking through HSBC Bank Canada ( “**HSBC Canada**”, as of March 28, 2024, RBC<sup>1</sup>), and its US counterpart, HSBC Bank, USA, NA (“**HSBC US**”).
- 20. Immediately following the issuance of the Appointment Order, the Receiver wrote to HSBC Bank Canada with respect to the bank accounts of Antamex and instructed HSBC Canada to place the accounts on a deposit-only basis and to transfer the funds to the Receiver’s trust accounts.
- 21. The Receiver also wrote to HSBC US with the same instruction regarding Antamex’s US-based accounts. HSBC US advised the Receiver that it would only honour the Receiver’s instruction once the Appointment Order was “domesticated” and served in accordance with the laws of New York State. As a result of the position taken by HSBC US, a number of

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<sup>1</sup> Royal Bank of Canada completed its acquisition of HSBC Bank Canada on March 28, 2024

pre-authorized debits were made from Antamex's US accounts, significantly decreasing the funds held therein.

### **C. Employees**

22. Immediately prior to the issuance of the Appointment Order, Antamex had approximately 250 employees, including 3 employees residing in the United States supervising Antamex projects in the United States.
23. On March 14, 2024 the Receiver issued letters to all employees of Antamex advising them that, pursuant to paragraph 14 of the Appointment Order, their employment was deemed to have been terminated immediately prior to the issuance of the Appointment Order.

### **D. Sureties**

24. Immediately following the issuance of the Appointment Order, the Receiver continued to engage with the Sureties with respect to (i) the potential that the Sureties would provide funding to Antamex within the context of the receivership proceeding, and (ii) information and access requests made by the Sureties to assist the Sureties with the completion of Antamex's bonded projects.
25. With respect to funding, the Sureties and the Receiver discussed at length the possibility of Antamex continuing limited operations to allow for completion of the bonded project, and of the Sureties providing funding to allow Antamex to do so. The Receiver, the Sureties and their respective legal counsel expended significant time and effort in an attempt to reach a mutually satisfactory arrangement. Ultimately the Receiver and the Sureties were unable to reach agreement on a number of critical issues. As a result the decision was made that Antamex would permanently cease operations.

26. The Receiver has been notified that several owners and contractors for whom Antamex was a subcontractor have commenced claims against the Sureties in respect of the bonded contracts.
27. In connection with such obligations, the Sureties, along with construction consultants and completion contractors retained by the Sureties, requested (i) information from the Receiver from Antamex's books and records, and (ii) access to information databases and computer servers maintained by Antamex (collectively, the "**Surety Information Requests**").
28. In order to ensure the protection of Antamex's proprietary information and to defray the costs to the estate of addressing the Surety Information Requests, the Receiver took the following steps:
  - a) obtained non-disclosure agreements from the Sureties and the parties retained by the Sureties; and
  - b) entered into an agreement (the "**Access Agreement**") with the Sureties, pursuant to which the Sureties deposited a retainer of \$25,000 to address the costs incurred by the Receiver in fulfilling certain Surety Information Requests. After fulfillment of the Surety Information Requested, \$15,000 remained from the retainer under the Access Agreement which, consistent with the terms of the Access Agreement, will be returned to the Sureties.
29. In addition to addressing the Surety Information Requests, following the granting of the Appointment Order, the Receiver reviewed the books and records of Antamex to determine

the amount owing by the Sureties pursuant to the Ancillary Relief Order on account of expenditures and disbursements made in the Adjournment Period. The Receiver determined that the actual expenditures and disbursements made in the Adjournment Period by Antamex exceeded \$2 million. Accordingly, on April 25, 2024, the Receiver's counsel, Blake, Cassels & Graydon LLP ("**Blakes**"), wrote to the Sureties to request the payment of \$2 million into the Receiver's trust account pursuant to the terms of the Ancillary Relief Order.

30. On April 30, 2024, counsel to the Sureties requested substantiating documentation for the expenditures and disbursements. Such substantiating documentation was provided by the Receiver the same day showing actual disbursements during the Adjournment Period of \$3,588,205.48.
31. On May 14, 2024, counsel to the Sureties sent a responding letter to Blakes setting out their basis for refusal to pay the \$2 million. The Receiver is in the process of reviewing such response and intends to continue discussions regarding this matter with the Sureties and EDC. If no consensual resolution can be reached, the Receiver may require the assistance of the Court to resolve this matter at a future attendance.
32. Consistent with the Ancillary Relief Order, EDC's counsel wrote to counsel for the Sureties on April 2, 2024 to seek reimbursement of the fees of (i) EDC's legal counsel, (ii) the Receiver, and (iii) the Receiver's counsel. Such fees were paid by the Sureties on April 11, 2024.

## **E. Customers**

33. In the ordinary course, Antamex entered into offsite storage agreements (“**Storage Agreements**”) with its customers. As materials were produced by Antamex for various projects (the “**Materials**”), Antamex submitted invoices to the project owner or contractor (the “**Customer**”). Upon payment of the relevant invoice by the Customer, title to any Materials addressed by the invoice passed to the relevant Customer. Pursuant to the terms of the Storage Agreements, Antamex stored the Materials at the Premises until they were required for installation at the project job sites.
34. Following the issuance of the Appointment Order, the Receiver worked with former Antamex employees to update Antamex’s accounts receivable listings and issue demand letters to Customers.
35. Also following issuance of the Appointment Order, a number of Customers contacted the Receiver to request the release of Materials related to their projects. Before releasing the Materials, the Receiver:
  - a) reviewed the books and records of Antamex to determine whether any accounts receivable were owing by the Customer in respect of the Materials;
  - b) in the event that accounts receivable were owing, asked the Customer to pay all outstanding accounts receivable related to the Materials or demonstrate that such amounts had been previously paid;
  - c) required the Customer to indemnify the Receiver against any liabilities arising from the removal of the Materials from the Premises by the Customer, to ensure that no

additional liabilities were incurred by Antamex's as a result of the release of Materials;  
and

d) required that the Customer show proof of Workplace Safety and Insurance Board coverage for any individuals involved with the removal of the materials from the Premises.

36. As at the date of this First Report, the Receiver has made arrangements for the removal of Materials with the majority of Antamex's Customers and expects that substantially all Materials will be removed from the Premises by May 31, 2024.
37. In the case of Stuart Olson, with respect to materials related to the York University project, Stuart Olson and the Receiver entered into a Project Material Agreement dated April 19, 2024 (the "**Project Material Agreement**"), pursuant to which all materials related to the project were released to Stuart Olson upon payment by Stuart Olson to the Receiver of outstanding accounts receivable related to the project. Stuart Olson disputes 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 in trust pending a consensual resolution on the parties entitlement to the disputed amount. If no consensual resolution can be reached, the Receiver may seek the assistance of the Court with this matter.
38. The Receiver continues to pursue outstanding accounts receivable and will provide further information in its next report.

## F. Lien Claims

39. After its appointment, the Receiver was contacted by a number of subcontractors who wish to advance, among other things, lien claims and/or breach of trust claims against Antamex pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (the “**Construction Act**”).
40. To date, the Receiver has consented to the commencement of lien actions by Krisro Metal Industries Corp. (“**Krisro**”) and Alumicor Limited (“**Alumicor**”) for the sole purpose of such parties perfecting their lien claims. Both Krisro and Alumicor have confirmed and acknowledged that their claims as against Antamex remain subject to the stay of proceedings and that no further steps will be taken in respect of such lien claims against Antamex.
41. Additionally, the Receiver understands that Klimer Platforms Inc. (“**Klimer**”) intends to bring a motion, concurrent with the Receiver’s motion, for lifting of the stay of proceedings to allow its lien claim to continue as against lien bonds posted by Aviva. The Receiver, Aviva and Klimer have agreed to the form of lift-stay order and the Receiver understands that this motion will proceed unopposed.
42. On March 25, 2024, the Receiver was advised of a pending lien claim (the “**Brookline Lien Claim**”) commenced by Antamex on the 201 Brookline Project located in Massachusetts for approximately \$5.5 million. Prior to the Appointment Order, the owner of the 201 Brookline Project obtained the discharge of the Brookline Lien Claim by posting a lien bond. Pursuant to Massachusetts law, Antamex was required to file a lawsuit against the lien bond to preserve the Brookline Lien Claim no later than April 1, 2024. The Receiver determined that it would not be prudent to fund and pursue the Brookline Lien



Claim on behalf of Antamex's estate. However, the Receiver was informed that Nationwide, the Surety that bonds the 201 Brookline Project was interested in funding and pursuing Brookline Lien Claim, pursuant to its rights of subrogation. The Receiver has consented to Nationwide's pursuit of the Brookline Lien Claim. Additional actions taken in this proceeding will have to be consented and agreed to by the Receiver. Any recoveries on account of the Brookline Lien Claim will belong to Nationwide.

43. In order to ensure potential trust claims are preserved, the Receiver is depositing all project-specific receipts to segregated trust accounts.

## **V. US PROPERTY**

### **A. Antamex US LLC**

44. Following its appointment, the Receiver became aware that Antamex has a wholly-owned subsidiary, Antamex US LLC ("**Antamex US**"). Antamex US employs the majority of the workers providing services on Antamex's projects in the United States (the "**US Employees**"). Antamex is also the sole member and manager of Antamex US.
45. The Receiver reviewed the corporate relationship between Antamex and Antamex US and the nature of the US Employees' employment relationship with Antamex US. The Receiver determined that the US Employees did not have a direct employment relationship with Antamex.
46. The Receiver did, however, send a letter to the US Employees advising them of Antamex's receivership and of Antamex ceasing operations.

**B. US Collateral and Norwich Landlord**

47. 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.
48. 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.
49. 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.
50. 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. In the [endorsement of Mr. Justice Black dated February 27, 2024](#), the Court noted that “so long as it is included in the discussions” the Court expected that the Norwich Landlord would “refrain from taking precipitous steps.” The Norwich Landlord was included in such discussions.
51. The Norwich Landlord wrote to counsel for EDC on March 4, 2024, among other things (i) acknowledging that Antamex claimed an ownership interest in the US Glass Equipment, (ii) claiming that EDC abandoned its right to the US Glass Equipment, (iii) claiming that

the Norwich Landlord is now the owner of the US Glass Equipment, and (iv) advising EDC of its intention to enter into a new lease which, according to the Norwich Landlord “would not impair the rights of EDC or Antamex to litigate the title issues” surrounding the US Glass Equipment.

52. In granting the Partial Appointment Order, the Court expressed in its [endorsement](#), in light of the correspondence from the Norwich Landlord, 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 resolution of that dispute which protects EDC’s interest in the EDC Collateral.”
53. Immediately following issuance of the Partial Receivership Order, the Receiver arranged a conference call with the Norwich Landlord to discuss access to the US Glass Equipment, the application of the stay of proceedings to the US Glass Equipment, and the need to determine the proper ownership of the US Glass Equipment.
54. On March 12, 2024, the Norwich Landlord confirmed that it had leased the Norwich Premises to Glass Enterprises Northeast LLC (“**GEN**”) and that GEN would provide access to the Receiver to the US Glass Equipment on March 13, 2024 to inspect the US Glass Equipment. The Receiver and a representative of Tiger Group (“**Tiger**”) attended the Norwich Premises on March 13, 2024 to inspect the US Glass Equipment.
55. On April 15, 2024, the Receiver’s counsel wrote to the Norwich Landlord to memorialize the Receiver’s position that Antamex holds an ownership interest in the US Glass

Equipment and to reiterate the application of the stay of proceedings to the US Glass Equipment.

**C. Chapter 15 Proceeding**

56. As a result of (i) the position taken by HSBC US that it would only honour the Receiver's instruction regarding Antamex's US bank accounts once the Appointment Order was domesticated and the need to preserve the remaining funds in Antamex's US bank accounts, and (ii) the re-leasing of the Norwich Premises to GEN and the need to preserve the US Glass Equipment while it is in the possession and control of a third party, the Receiver determined that recognition of Antamex's receivership proceeding under chapter 15 of title 11 of the United States Code (the "**Bankruptcy Code**") was necessary.
57. The Appointment Order specifically authorizes the Receiver to act as the foreign representative in respect of the receivership proceeding of Antamex for the purposes of having the proceeding recognized pursuant to the Bankruptcy Code.
58. On May 1, 2024, the Receiver, in its capacity as foreign representative of Antamex, filed a Verified Petition for (I) Recognition of Canadian Proceedings as Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code (the "**Verified Petition**") in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**").
59. At the same time, the Receiver, in its capacity as foreign representative of Antamex, filed a Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code (the "**Provisional Relief Motion**"). The Provisional Relief Motion, among other things, sought

domestication of the Appointment Order on a preliminary basis, including the stay of proceedings contained therein, pending the hearing on the Verified Petition.

60. On May 3, 2024 the US Bankruptcy Court conducted a hearing on the Provisional Relief Motion. A copy of the transcript in relation to the hearing for Provisional Relief is available on the Receiver's [website](#). Without prior notice to the Receiver, counsel to GEN attended such hearing and took the position before the US Bankruptcy Court that GEN holds title to the US Glass Equipment. GEN also informed the US Bankruptcy Court that it has been using and operating the US Glass Equipment since taking possession of the Norwich Premises. This was the first time the Receiver was informed of GEN's purported ownership interest or use of the US Glass Equipment.
61. Counsel to GEN also represented to the US Bankruptcy Court that, by way of the Appointment Order, the Canadian Court did not intend to impose a stay of proceedings over the Norwich Landlord, over anyone in possession of the US Glass Equipment, or to restrict further use of the US Glass Equipment by anyone.
62. The Receiver, through counsel, disputed this representation and clarified the broad scope of the stay of proceedings under the Appointment Order for the US Bankruptcy Court. The Receiver similarly clarified that the US Glass Equipment was in no way carved out from the application of the Appointment Order.
63. On May 3, 2024, the US Bankruptcy Court granted, along with certain other procedural orders, the Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code (the "**Provisional Relief Order**") granting a preliminary injunction in respect of

Antamex in the United States and recognizing and enforcing the receivership proceeding of Antamex, including the Appointment Order, in the United States on a provisional basis.

A copy of the Provisional Relief Order is attached hereto as **Appendix “K”**.

64. The hearing for the Verified Petition is scheduled for June 5, 2024.

**D. Receiver’s Activities Since Commencement of Chapter 15 Proceeding**

65. On May 7, 2024, the Receiver wrote to HSBC US to advise them of the Provisional Relief Order and domestication of the receivership proceeding and to again request that, in accordance with the Appointment Order, HSBC US place Antamex’s accounts on a deposit-only basis and transfer all funds contained therein to the Receiver’s trust accounts.
66. HSBC US has advised the Receiver that it will issue a cheque to the Receiver representing the balance of funds held by HSBC US on behalf of Antamex.
67. 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. GEN also requested that the Receiver consent to its continued use of the US Glass Equipment.
68. A copy of the GEN Letter is attached hereto as **Confidential Appendix “A”**, without exhibits. The GEN Letter contains allegations regarding the conduct of various parties (including former employees of Antamex) which are, at this time, unsubstantiated as additional information is being sought from the relevant parties. The Receiver is concerned that, if the GEN Letter is made public at this time, its contents may impact the Receiver’s

ability to conduct a full, fair and objective investigation into the proper ownership of the US Glass Equipment.

69. To that end, the Receiver is in the process of reviewing the evidence supplied by GEN and of conducting additional investigation regarding the ownership of the US Glass Equipment on the basis of such evidence.

70. As an accommodation while the ownership of the US Glass Equipment remains under review, the Receiver has informed GEN that it is prepared to consent to the continued use by GEN of the US Glass Equipment on a day by day basis, subject to certain conditions that will preserve the condition of the US Glass Equipment and prevent any prejudice to Antamex's asserted ownership interest in the US Glass Equipment.

71. Once the Receiver has completed its investigation, the Receiver intends to pursue a consensual resolution of this issue. The Receiver may require the assistance of this Court to determine the proper ownership of the US Glass Equipment in the absence of a consensual resolution .

## **VI. BASIS FOR RELIEF**

### **A. Investigative Powers**

72. As set out above, the Receiver is in the process of conducting additional diligence regarding the ownership of the US Glass Equipment. In that regard, after receiving the GEN Letter, the Receiver provided a copy of the GEN Letter to EDC, former Antamex directors, Jeremy Ozen and Daniel Ozen, and former president of Antamex, Ryan Spurgeon. The Receiver requested calls with the former directors and former president to obtain additional

information. The Receiver advised all three parties that such conversations would be on the record and with prejudice.

73. The Receiver has spoken with Ryan Spurgeon who has provided the Receiver with some additional information. The Receiver has not been able to speak with either Jeremy Ozen or Daniel Ozen.
74. The Receiver is requesting that it be granted the power to examine under oath any current or former directors, officers and employees of Antamex in accordance with Rule 34 of the Rules of Civil Procedure, R.R.O. 1990, Reg 194.
75. This power was initially requested by EDC for the Receiver in the Application. In its endorsement dated March 13, 2024, the Court declined to grant the Receiver this power on the basis that Antamex's personnel have cooperated with the Receiver to date.
76. Given certain of the issues raised in the GEN Letter, the Receiver has determined that such examination under oath is essential at this time to ensure that full and complete disclosure is obtained regarding the events surrounding the acquisition of the US Glass Equipment by Antamex and the corresponding loans advanced by EDC.

#### **B. Return of Antamex Property**

77. As set out above, the Receiver sent letters to all employees of Antamex following its appointment informing such employees of their termination by operation of the Appointment Order. In such letter, the Receiver required the return of all Property of Antamex in the possession of such employees.



78. Two former employees of Antamex have refused to return laptop computers issued to them by Antamex in their capacity as employees.
79. In response to the Receiver's repeated demands for the return of the company-owned and issued laptop, Jeff Dicker, former General Counsel to Antamex, ("**Dicker**") refused to return the laptop (the "**Dicker Laptop**") on the basis that it was no longer Antamex's property, arguing that his terms of employment allowed him to retain the laptop on termination of his employment.
80. Dicker advised that this was not explicitly included in any employment contract, but was an implicit understanding that could be verified by Ryan Spurgeon.
81. The Receiver was advised by Ryan Spurgeon that no such term of employment existed, but that certain employees in the past had been permitted to retain their laptops following the termination of their employment.
82. Dicker has provided the Receiver with a USB flash drive which he asserted contained all of the "Antamex electronic documents" on the Dicker Laptop. The Receiver has been unable to verify whether Dicker has (a) provided all Antamex information on the Dicker Laptop and (b) deleted all Antamex information from the Dicker Laptop.
83. Copies of the Receiver's email correspondence with Dicker, along with Dicker's handwritten letter to the Receiver, are attached hereto as **Appendix "L"**.
84. The Receiver is concerned that the Dicker Laptop may have confidential and / or privileged information related to Antamex's business and affairs given Dicker's former role, and that the Dicker Laptop may contain personal information related to former Antamex

employees. The Receiver also believes the Dicker Laptop may contain information relevant to its investigation into the US Glass Equipment.

85. The Receiver is also seeking the return of a laptop (the “**McLeod Laptop**”, together with the Dicker Laptop, the “**Laptops**”) retained by Brad McLeod (“**McLeod**”), a former employee, who refused to return an Antamex-issued McLeod Laptop unless he was given a cheque for his final pay and travel expenses. McLeod has not disputed that the McLeod Laptop is Antamex’s property. A copy of the Receiver’s correspondence with McLeod is attached hereto as **Appendix “M”**.
86. The Receiver is seeking an order from this Court directing Dicker and McLeod to deliver the Laptops to the Receiver at their own expense. These Laptops are the Property of Antamex and may contain confidential and / or personal information. The Receiver has taken every reasonable step to facilitate the return of the Laptops, and there is no legitimate basis for Dicker and McLeod to retain the laptops.
87. If either Dicker or McLeod fail to comply with the order directing them to return the Laptops, the Receiver intends to seek enforcement measures from the Court.

### **C. Auction Services Agreement**

88. Following its appointment, the Receiver took steps to realize on the value of both Antamex’s and 256’s assets and equipment.

*Antamex*

89. The Receiver is in the process of negotiating a sale transaction of limited value with a contractor on one of its projects located in Pittsburgh in respect of certain of Antamex's equipment. This transaction will not exceed the Monetary Thresholds.
90. The Receiver's approach to realizing on the remainder of the value of Antamex's equipment and assets was guided by the high cost of rent being paid by Antamex at the Concord Premises and the need to vacate the Concord Premises as soon as possible.
91. On April 5, 2024, the Receiver engaged Platinum Asset Appraisals to prepare a forced liquidation value appraisal of Antamex's assets at the Premises (the "**Platinum Appraisal**"). Antamex obtained an appraisal of certain assets in December, 2023; however, that appraisal was prepared on a net orderly liquidation value basis.
92. A copy of the Platinum Appraisal is attached hereto as **Confidential Appendix "B"**. The Receiver is seeking an order from this Court sealing Confidential Appendix "B" until the sale of Antamex's assets is complete, as public disclosure of the appraisal value could limit the proceeds of realization.
93. On May 15, 2024, the Receiver entered into an auction services agreement (the "**ASA**") with Platinum Asset Services Inc. ("**Platinum**") with respect to an auction of assets at the Premises. A redacted copy of the proposed ASA is attached hereto as **Appendix "N"**. An unredacted copy of the proposed ASA is attached hereto as **Confidential Appendix "C"**. The only information that has been redacted from the ASA are the commission charged by Platinum, the amount of the Buyer's Premium (as defined therein) and the amount of

Platinum's sale expenses. Such information is commercially sensitive and, if disclosed, could impact Platinum's ability to negotiate sale prices with the ultimate purchasers of the assets subject to the auction and could also impair Platinum's ability to negotiate similar agreements in the future.

94. Given the high cost of rent at the Concord Premises and the cost-savings to Antamex's estate if the Concord Premises are vacated in the near term, the Receiver did not solicit multiple proposals for auction services. The Receiver believes that the auction process set out in the ASA is the most efficient process to canvas the market and optimize realizations from the sale of assets while minimizing the cost to maintain the Concord Premises. The Receiver has consulted with both EDC and RBC regarding the proposed ASA. Both EDC and RBC are supportive of the Receiver's course of action.
95. The key terms and conditions of the ASA are as follows:<sup>2</sup>
- a) Auctioneer: Platinum Services Inc., an auctioneer based in Ontario with experience liquidating machinery and equipment.
  - b) Assets: Platinum will conduct a sale process (the "**Sale Process**") in respect of all machinery and equipment owned by Antamex located at the Premises.
  - c) Court Approval: As set out in the Appointment Order, the Receiver is authorized to sell Property of Antamex without approval of the Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions

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<sup>2</sup> Capitalized terms not otherwise defined in this paragraph have the meaning given to them in the ASA.

does not exceed \$500,000 (the “**Monetary Thresholds**”). Under the ASA, Platinum is not authorized to enter into any sales in violation of the Monetary Thresholds prior to this Court’s approval of the ASA.

- d) Timing: The Sale Process began immediately upon execution of the ASA. The Sale Process in respect of assets at the Concord Premises will conclude on or before June 30, 2024, the date by which the Receiver is obligated to vacate the Concord Premises. The Sale Process in respect of assets at the Alliston Premises will conclude on or before September 1, 2024.
- e) Application of Proceeds: From the Sale Price, Platinum shall:
  - i) first Remit any required Taxes;
  - ii) second, retain the Buyer’s Premium;
  - iii) third, from the Proceeds, being the Sale Price net of Taxes and the Buyer’s Premium, deduct its commission;
  - iv) fourth, from the Proceeds, deduct Platinum’s expenses up to the limit specified in the ASA;
  - v) fifth, deduct any Repair Costs, subject to the limit set out in ASA; and
  - vi) sixth, remit the remainder of the Proceeds by wire transfer to the Receiver.
- f) Termination: the ASA may be terminated:
  - i) by mutual written consent of the Receiver and Platinum;

- ii) by the Receiver if Platinum fails to comply with any provisions of the ASA in any material respect, provided the Receiver gives Platinum three Business Days to remedy such failure and Platinum has not done so;
  - iii) by the Receiver if all of the Assets are damaged or destroyed; or
  - iv) by Platinum if the Receiver fails to comply with any of its material obligations under the ASA, but only if Platinum provides the Receiver with three Business Days to remedy such failure and the Receiver has not done so.
- g) Other: The ASA is consistent with standard insolvency transactions, i.e. to be completed on an “as is, where is” basis, without any material representations or warranties and all sales of Assets are to be on the same terms.

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- 96. The Receiver solicited expressions of interest from multiple real estate brokerages to submit a marketing proposal with respect to a sale of the Alliston Premises which, as set out above, is owned by 256. The deadline to submit proposals was May 15, 2024.
- 97. The Receiver is in the process of reviewing the real estate brokerage proposals and of selecting a real estate brokerage to market the Alliston Premises for sale. Once a brokerage has been selected, the Receiver will seek approval from this Court for the brokerage agreement.

#### **D. Bystronic Equipment Assignment**

98. The Receiver is in the process of negotiating the assignment of Antamex's interest in certain financing leases (the "**Bystronic Lease**") relating to certain equipment manufactured by Bystronic Canada Ltd. (the "**Bystronic Equipment**"). Under the proposed transaction, The Architectural Glass Group ("**TAGG**") will assume the Bystronic Lease between Antamex and Deutsche Leasing Canada, Corp. ("**Deutsche**").
99. The terms of the assignment of the Bystronic Lease to TAGG (the "**Bystronic Transaction**") are set out in a draft assignment and assumption agreement (the "**Assignment and Assumption Agreement**"), a copy of which is attached hereto as **Confidential Appendix "D"**. A redacted copy of the Assignment and Assumption Agreement is attached hereto as **Appendix "O"**. The Assignment and Assumption Agreement has been redacted to exclude commercially sensitive pricing information only. If for any reason the Bystronic Transaction does not close, disclosure of the pricing information could adversely effect the Receiver's ability to negotiate an alternative arrangement.
100. The total value of the Bystronic Transaction, will be satisfied by TAGG assuming the Bystronic Lease and paying a cash price to the Receiver in respect of Antamex's equity in the Bystronic Equipment. As the cash price exceeds the Monetary Thresholds, the Receiver is seeking an order from this Court authorizing the Bystronic Transaction.

#### **VII. CONCLUSION AND RECOMMENDATION**


101. The Receiver respectfully recommends that this Court:
- i) grant the Receiver enhanced investigative powers;

- ii) direct certain former employees to return property of Antamex;
- iii) approve the ASA;
- iv) approve the Bystronic Transaction; and
- v) approve the activities of the Receiver to date, as set out herein.

All of which is respectfully submitted at Toronto, Ontario this 16<sup>th</sup> day of May, 2024

**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 black ink, appearing to be 'R Williams', written over a horizontal line.

Richard Williams CIRP LIT  
Senior Vice President



## **APPENDIX “B”**

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 5TH
	)	
JUSTICE BLACK	)	DAY OF MARCH, 2024

B E T W E E N :

**EXPORT DEVELOPMENT CANADA**

Applicant

- and -

**ANTAMEX INDUSTRIES ULC**

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of  
the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and  
section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**ORDER  
(Appointing Receiver Over US Property Only)**

**THIS APPLICATION** made by the applicant, Export Development Canada (“**EDC**”), for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) 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 (the “**Debtor**”) acquired for, or used in relation to a

business carried on by the Debtor, was heard on February 27, 2024 by videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Adam Smith sworn February 21, 2024 and the Exhibits thereto (the “**Smith Affidavit**”), the affidavit of Connie Deng sworn February 26, 2024 and the Exhibits thereto, the report of counsel for EDC dated March 4, 2024 and the attachments thereto, the report of counsel for the Debtor and counsel for Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “**Sureties**”) dated March 4, 2024 and the attachments thereto, and on hearing the submissions of counsel for EDC, counsel for the proposed Receiver, counsel for Norwich 40 TGCI LLC (the “**Landlord**”), and counsel for the Sureties 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 Montana Licari dated February 22 and February 26, 2024, and on reading the consent of Deloitte to act as the Receiver, filed,

## **SERVICE & DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the notice of application, the application record and the supplementary application record is hereby abridged and validated so that this application was properly returnable on February 27, 2024 and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not otherwise defined herein have the meanings given to them in the Smith Affidavit.

## **APPOINTMENT**

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all right, title and interest of the Debtor in and to the EDC Priority Collateral and the Leased Equipment, as described in **Schedule “A”** attached hereto, and all leases and other agreements, books and records of the Debtor relating thereto, including all proceeds thereof (the “**US Property**”). For greater clarity, Antamex may continue to operate in the ordinary course, including by performing as required under its construction contracts with respect to the ongoing fabrication, supply, and installation of

materials, subject to the terms of this Order and any further order of this Court. The Receiver is not appointed over any of the assets or undertakings of Antamex in Canada, other than the EDC Priority Collateral, if any, and the books and records relating to the US Property.

## **RECEIVER'S POWERS**

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the US Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable, in each case solely as it relates to the US Property:

- (a) to take possession of and exercise control over the US Property and any and all proceeds, receipts and disbursements arising out of or from the US Property;
- (b) to receive, preserve, and protect the US Property, or any part or parts thereof, including, but not limited to, the changing of security codes on the US Property, the relocating of US Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories of the US Property and the placement of such insurance coverage as may be necessary or desirable;
- (c) to exercise all rights, powers, entitlements and remedies of the Debtor under and in respect of to the US Property (the “**US Business**”), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or disclaim or cease to perform any contracts of the Debtor in respect of the US Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, insurance brokers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets necessary to preserve and/or operate the US Property;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the US Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor in respect of the US Property;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor under or in respect of the US Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the US Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the in relation to the US Property (including in the name of the Debtor) or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the US Property, including advertising and soliciting offers in respect of the US Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the US Property or any part or parts thereof out of the ordinary course of business,

- (a) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
- (b) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case, if applicable, notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the US Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such US Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the US Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor, in respect of the US Property;
- (o) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have relating to or affecting the US Property; and
- (p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall: (i) not unreasonably interfere with the ordinary course operations of Antamex; but (ii) be otherwise exclusively

authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. **THIS COURT ORDERS** that (a) the Debtor, (b) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (c) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any US Property in such Person’s possession or control, shall grant immediate and continued access to the US Property to the Receiver, and shall deliver all such US Property to the Receiver upon the Receiver’s request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the US Property or the affairs of the Debtor as they relate specifically to the US Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the

information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records, or any books and records of the Debtor, without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the present and future assets, undertakings and properties of the Debtor acquired for, or used in relation to a business of the Debtor, including all proceeds thereof (the "**Property**", which for clarity, includes the US Property) shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the US Property are hereby stayed and suspended pending further Order



of this Court. The applicability of this paragraph to the Property, other than the US Property, is subject to further Order of the Court.

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

11. **THIS COURT ORDERS** that all rights and remedies against or affecting the Debtor, the Receiver, or the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (a) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (b) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien. The applicability of this paragraph to the Property, other than the US Property, is subject to further Order of the Court.

#### **NO INTERFERENCE WITH THE RECEIVER**

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver as it relates to the US Property or leave of this Court as it relates to the Property other than the US Property.

#### **CONTINUATION OF SERVICES**

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment

practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever and relating to the US Property, including without limitation the sale of all or any of the US Property or any settlement or other agreement entered into with any party who may assert an interest in the US Property, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

15. **THIS COURT ORDERS** that all employees of the Debtor shall remain employees of the Debtor unless and until such time as the Debtor may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act* (“**WEPPA**”). For the purpose of the definition of “eligible wages” under WEPPA, subject to further Order of the Court, the appointment of the Receiver solely with respect to the US Property is not an appointment of “a receiver in relation to [the Debtor]” as that phrase is used in the noted definition.

#### **PIPEDA**

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the US Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the US Property (each, a “**Sale**”). Each prospective purchaser or

bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of the US Property shall be entitled to continue to use the personal information provided to it, and related to the US Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

### **LIMITATION ON THE RECEIVER’S LIABILITY**

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order

shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## **RECEIVER'S ACCOUNTS**

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the US Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the US Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## **FUNDING OF THE RECEIVERSHIP**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable (the “**Receiver’s Borrowings**”), provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures and the fees and

expenses of the Receiver and its counsel. The whole of the US Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the Receiver’s Borrowings, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with the Receiver’s Borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “B”** hereto (the “**Receiver’s Certificates**”) for any Receiver’s Borrowings pursuant to this Order.

25. **THIS COURT ORDERS** that the Receiver’s Borrowings from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

#### **FOREIGN REPRESENTATIVE**

26. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

27. **THIS COURT ORDERS** that, without limiting the generality of paragraph 23:

- (a) the Receiver is hereby authorized and empowered, but not obligated, to act as the foreign representative (the “**Foreign Representative**”) in respect of the within proceedings for the purposes of having these proceedings recognized in a jurisdiction outside of Canada with respect to any matter relating to the US Property; and

- (b) the Foreign Representative is hereby authorized to apply for foreign recognition of these proceedings, as necessary, in any jurisdiction outside of Canada, including the United States pursuant to Chapter 15 of Title 11 of the United States Code 11 U.S.C. §§ 101 -1532.

## **SERVICE AND NOTICE**

28. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.insolvencies.deloitte.ca/en-ca/Pages/default.aspx>.

29. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by email, prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor’s creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next US Business day following the date of forwarding thereof, or if sent by ordinary mail, on the third US Business day after mailing.

## **GENERAL**

30. **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.

31. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

32. **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.

33. **THIS COURT ORDERS** that EDC shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of EDC's security or, if not so provided by EDC's security, then on a full indemnity basis to be paid by the Receiver from the US Property with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver, EDC and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:41 pm (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.



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Justice W.D. Black

**SCHEDULE “A”**

See attached



## Schedule "A"

		Facility	Model	Order #
Area	Company			
<b>40 Wisconsin - CT</b>				
<b>Tempering</b>	GlasTon	CT	FC+FC-2860	20210910
<b>IGU</b>	GlasTon	CT	Jumbo TPS 2.7x6m	LC210158
<b>Frit/Spandrel Line</b>	TEC/IGE Solutions	CT	Vitro-Jet MultiFlex M6 2860	TECGLASS/070921-03-MB
<b>QA/QC</b>	Viprotron	CT	Multiple QA Scanner	VNA-042-05-21 REV-C
<b>Seamer</b>	Ashton Industrial	CT	SeamMaXX Pro	ANTAMEX030921RG
<b>Building Improvements</b>	Concrete, Electrical, Plumbing	CT	NA	NA

Glaston tempering furnace - FC2860 + Glaston jumbo tps 2.7x6m  
 TEC/IGE Solutions Vitrojet Multiflex M6 2860  
 QA/QC Viprotron multiple QA Scanners  
 Ashton Industrial Seamer - SeamMaXX Pro Automatic Seaming Line & Batchmasta system  
 Building improvements and equipment - concrete, electrical, plumbing and glass racks, glass tugger  
 Hegla Jumbo 130x240 cutting line - gantry, cutting, autobreakout  
 GPM Lamination line + Italmatic autoclave  
 Billco washer 108 inch  
 Pujol Heat Soak  
 Litesentry Osprey 10  
 Mass Crane - Crane systems  
 Perfect score conveyors

Equipment in Collateral with Loan	Cost of Equipment
Bilco Legacy Series 108" Glass Washer Base Price	226,770.00
Oven Heat Soak HST-V-60x32	106,590.00
Insulating glass production line Glaston JUMBO TPS for max. dimensions 2700 x 6000 mm	3,462,500.00
Laminated Glass line for max glass size up to 2.800 x 6.000 mm	800,506.00
Climatic room for PVB with Interleaf	275,000.00
Italmatic Autoclave	430,000.00
Heating and Pressing Section	310,000.00
Galactic Standard 6133	236,015.00
Galactic Standard 6133	236,015.00
Jumbo Gantry Loading System / 130" x 240"	221,108.00
X-Automatic Breakout Station	118,321.00
X-Automatic Breakout Station	118,321.00
Optional - Hegla Boraident Laser Marking System	103,079.00
Optional - Hegla Boraident Laser Marking System	103,079.00
Air Cushion Breakout Table with Belts 6337	67,543.00
Air Cushion Breakout Table with Belts 6337	67,543.00
ART Tilt Table 130" x 240" / Moveable	60,956.00
ART Tilt Table 130" x 240" / Stationary	38,601.00
Safety Cell for Gantry, Cutting & ReMaster / Line 1	35,630.00
New Generation Edge Deletion - Single	31,998.00
New Generation Edge Deletion - Single	31,998.00
Jumbo A-Racks / 240"	30,048.00
Buffer Conveyor	24,180.00
Jumbo L-Racks / 240"	20,502.00
10.6 Jumbo A-Racks / 204"	14,120.00
Safety Cell for ART, Cutting & ReMaster / Line 2	11,866.00
10.5 Jumbo L-Racks / 204"	6,480.00
Optional - Assist Rolls	6,448.00
Optional - Assist Rolls	6,448.00
Cullet Tub for X-Breakout Station	6,045.00
Cullet Tub for X-Breakout Station	6,045.00
Automatic Tool Changer	4,385.00
Automatic Tool Changer	4,385.00
Plastic Breakout Edge	2,289.00
2 nd Cutting Oil Supply	806.00
2 nd Cutting Oil Supply	806.00
Plastic Breakout Edges	2,289.00
19 mm Gantry	3,240.00
19 mm Gantry	3,240.00
19 mm Gantry	3,240.00
19 mm Gantry	3,240.00
19 mm Gantry	3,240.00
19 mm Gantry	3,240.00
19 mm Gantry	3,240.00
19 mm Gantry	3,240.00
Glaston Flat Tempering Furnace FC Series 2860 - 2	2,042,500.00
Whiteboards & Tables	1,843.71
Post Lamination 1D Scanner- Horizontal	104,843.00
Post Tempering- Anisotropy	236,006.00
Lamination Prior to Oven- Quality Scanner 3D	168,795.00
Vertical IG line after Washing- Quality Scanner 3D	182,905.00
Vertical IG line after assembly press- Quality Checker IG	99,315.00
SeamMaXX PRO (WET) Automatic Seaming Line & BatchMasta System	583,000.00
Digital Printing Line Model Vitro-Jet Multiflex M6 2860	989,500.00
CLX Cable	140,000.00
Conduit	185,000.00
Referb & New Equipment Release	450,000.00
Referb & New Equipment	400,000.00
SW Gear/Terminations MV/LV	140,000.00
Transformer Terminations MV/LV	60,000.00
Wire	375,965.00
Housekeeping Pads	21,405.00
Labor Hours for Design Plans	95,540.00
1 Ton x 22' Span Single Girder Gorbelt Crane x 40' Long Runway	125,930.00
1 Ton x 22' Span Single Girder Gorbelt Crane x 44' Long Runway	125,930.00
8 x 6m Lightweight Craneway with Floor Mounted Steel Columns	44,074.00
Medium Voltage Transformer 5000 KVA	93,500.00
Medium Voltage Transformer 3000 KVA	63,400.00
Medium Voltage Transformer 3000 KVA	63,400.00
8500 SqFT Warehouse shop floor system	38,000.00
3000 SqFT Breakroom/Workshop- Surecrete Stain and Steel	9,000.00
Bathroom Floor refinish (2) - Color Chip System	4,500.00

Long Conveyor Table (50.5')	75,000.00
X Y Transfer Conveyor Table	38,000.00
Wide Conveyor Table	64,000.00
Tilting Table Conveyor	40,000.00
Furnace Conveyor	27,500.00
1 Main Breaker	348,750.00
Project Management, On-Site supervision, Site Services	58,450.00
Demolition, Excavation, Backfilling, Trench drain, Modifications	131,429.00
Concrete- Forming, Reinforcement, Supply & Placing, Finishing	94,233.00
Masonry wall reconstruction and infill	7,726.00
Structural Steel Modifications, Handrails & Pit Ladders, siding repairs	69,055.00
Supply and Install of Overhead Doors	23,289.00
Allowance for temporary Overhead doors	4,500.00
Allowance for block wall painting	1,500.00
Allowance for removal & Re-Installation of lights	4,000.00
Osprey 10 Distortion and Flatness Inspection System for 110 inch glass	113,600.00
Office Furniture	30,346.52
BDS60 Used Compressor	12,000.00
Sullair LS-12 Compressor	12,000.00
660-Gallon Vertical ASME Certified Air Receiver -150 MWP	4,823.50
Beko Premium Refrigerated Air Dryer - 400 cfm	6,245.00
WPG 500 LB. CAPACITY 4-CUP VACUUM LIFTER, 1 TON CAPACITY UNDERHUNG BRIDGE CRANE, ELECTRIC CHAIN HOIST x3	42,152.55
IGE GLASS TECHNOLOGIES AUTOMATED FURNACE ROLL CLEANER	38,320.50
WPG 1,000 LB. CAPACITY 4-CUP VACUUM LIFTER, 1TON CAPACITY UNDER HUNG BRIDGE CRANE, ELECTRIC CHAIN HOIST x2	28,101.70
(8) A-FRAME VERTICAL STORAGE/TRANSPORT CARTS	22,353.63
(6) A-FRAME VERTICAL STORAGE/TRANSPORT CARTS	19,160.25
WOODS POWER GRIP CO. 1,000 LB. CAPACITY 8-CUP VACUUM LIFTER, 1 TON CAPACITY UNDERHUNG BRIDGE CRANE, ELECTRIC CHAIN HOIST	14,050.85
SPARKLIKE HANDHELD ARGON DETECTION INSTRUMENT	14,050.85
YALE TUGGER MODEL MTR005LEN24T, 24 V, W/ BATTERY, TRUCK WT. W/ BATTERY APPROX. 2,290 LBS., FAIL TO CHARGE x4	12,773.52
THINLIGHT TECHNOLOGIES GLASS INSPECTION STATION	6,386.75
CLUB CAR ELECTRIC GOLF CART, 48 V, CARGO BED & CHARGER	5,109.40
(4) BARRELS OF KODISPACE 4SG	5,109.40
WORKHORSE 24 V BATTERY CHARGER, MODEL 12R0540E3D, 208, 240, 480V, 3-PHASE x4	5,109.40
ROCK RIVER 6-DRAWER TOOL CABINET, INCLUDES ANY CONTENT INSIDE TOOL CABINET x4	4,598.48
SAFETY-KLEEN SOLVENT AGITATING PARTS WASHER, MODEL 8	4,470.73
THINLIGHT TECHNOLOGIES GLASS INSPECTION STATION	6,386.75
KOBALT TOOL CABINET TOP/ BOTTOM BOXES, W/ CONTENT x2	3,832.06
SIGNODE STRAPPING CARTS x5	3,832.05
STRONGHOLD CABINET, W/ CONTENT	2,554.70
STEEL STOCK RACK, W/ CONTENT; CONDUIT, TUBE STOCK	1,916.03
DEWALT 9-DRAWER TOOL CABINET, POWER STRIP W/ USB PORTS, INCLUDES ANY CONTENT INSIDE TOOL CABINET x2	1,788.30
GEODORE PULLER SET	1,788.29
KOBALT DRWAER TOOL CABINET, W/ CONTENT x2	1,660.56
MILLER MILLERMATIC 251 WIRE WELDER, MIG GUN, GROUND LEAD, S/N LH010581B (GAS CYLINDER NOT INCLUDED)	1,596.69
YALE 2,500 KG CAPACITY PALLET JACKS x3	1,053.81
WESTWARD DRWAER TOOL CABINET, W/ CONTENT	1,021.88
Network Infrastructure for Connecticut Warehouse	48,710.68
I-Beams and Running Rails	199,545.00
Busetti Double Edging Line F10	894,080.00
502 Gas Cabinet	17,986.00
Condensate Treatment KCF-100System	1,255.00
Condensate Drain Automatic condensate drain AMD-6550	1,123.00
Inspection of Main compressed air loop	2,350.00
Installation of compressor area	9,400.00
Start up of equipment in compressor area	1,230.00
Boge S111-4LF N Rotary Screw Air Compressor	74,545.00
Donaldson DS0530 Oil water Separator	1,728.90
Mikropor MK-US-550 Refrigerated Air Dryer with Integral Pre and Post Filters	9,592.00
660 Gallon Vertical Air Receiver	8,670.00
Verkada, Inc. AC41-HW AC41 4 Door Controller x4	5,116.80
Verkada, Inc. ACC-MNT-7 Verkada Angle Mount Kit x6	715.20
Verkada AD31-HW AD31 Multi-Format Card Reader x14	3,348.80
Verkada CF81-30E-HW Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 30 Days Of Storage x6	9,595.20
Materials for Blower room drywall 104 Linear FT	10,000.00
Additional Materials from Teams Chat	3,365.30
Labor and Equipment to assist in Rigging and relocating one 7k lb heater and offload Heat Soke components	16,550.00
Piping Upgrades	9,850.00
Zebra 110 Xi111 Plus 300 DPI Label Printer Config	999.99
Zebra 110 Xi111 Plus Thermal Transfer Label Printer 300dpi Cutter LAN USB Serial	598.50
L-336558-AX Valve	621.38
L-336424-AX Valve	559.81
L-336424-AX Valve x2	1,242.76
L-336424-AX Valve	559.81
L-336424-AX Valve	559.81
L-336424-AX Valve	559.81
Misc	52,064.47
<b>Total USD Amount</b>	<b>16,892,929.32</b>
<b>Total CND Amount</b>	<b>22,805,454.58</b>

**SCHEDULE “B”**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. [●]

AMOUNT \$[●]

36. THIS IS TO CERTIFY that Deloitte Restructuring Inc. (“**Deloitte**”), the receiver (the “**Receiver**”) of the assets, undertakings and properties of Antamex Industries ULC (the “**Debtor**”) relating to the EDC Priority Collateral and Leased Equipment acquired for, or used in relation to a business carried on by the Debtor and leased and used by Naverra, at the Norwich Glass Plant, including all proceeds thereof (the “**US Property**”) appointed by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 5th day of March, 2024 (the “**Order**”) made in an application having Court file number CV-24-00715153-00CL, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$[●], being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

37. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the [●] day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.

38. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the US Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such US Property in respect of its remuneration and expenses.

39. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

40. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

41. The charge securing this certificate shall operate so as to permit the Receiver to deal with the US Property as authorized by the Order and as authorized by any further or other order of the Court.

42. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

43. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Order.

DATED the [●] day of [●], 2024.

**DELOITTE RESTRUCTURING INC.**, solely  
in its capacity as Receiver of the US Property,  
and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

EXPORT DEVELOPMENT CANADA

-and-  
Applicant ANTAMEX INDUSTRIES ULC

Respondent

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

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

**Proceeding commenced at**  
**Toronto**

**ORDER**  
**(Appointing Receiver Over US Property Only)**

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
 333 Bay Street, Suite 2400  
 Bay Adelaide Centre, Box 20  
 Toronto, ON M5H 2T6

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 mlicari@fasken.com  
 Tel. 416 868 3450

Lawyers for the Applicant

## **APPENDIX “C”**

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

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

THE HONOURABLE	)	TUESDAY, THE 5TH
	)	
JUSTICE BLACK	)	DAY OF MARCH, 2024

B E T W E E N :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of  
the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and  
section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**ORDER**  
**(Adjournment & Ancillary Relief)**

**THIS APPLICATION** made by the applicant, Export Development Canada (“**EDC**”), for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) 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 (the “**Debtor**”) acquired for, or used



in relation to a business carried on by the Debtor, was heard on February 27, 2024 by videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Adam Smith sworn February 21, 2024 and the Exhibits thereto (the “**Smith Affidavit**”), the affidavit of Connie Deng sworn February 26, 2024 and the Exhibits thereto, the report of counsel for EDC dated March 4, 2024 and the attachments thereto, the report of counsel for the Debtor and counsel for Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “**Sureties**”) dated March 4, 2024 and the attachments thereto, and on hearing the submissions of counsel for EDC, counsel for the proposed Receiver, counsel for Norwich 40 TGCI LLC (the “**Landlord**”), and counsel for the Sureties 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 Montana Licari dated February 22 and February 26, 2024, and on reading the consent of Deloitte to act as the Receiver, filed,

#### **SERVICE & DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the notice of application, the application record and the supplementary application record is hereby abridged and validated so that this application was properly returnable on February 27, 2024 and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used but not otherwise defined herein have the meanings given to them in the Smith Affidavit.

#### **ADJOURNMENT**

3. **THIS COURT ORDERS** that, subject to the Order of this Court granted on the date hereof in this application, among other things, appointing Deloitte as Receiver in respect of the EDC Priority Collateral and the Leased Equipment (the “**Partial Receivership Order**”), the balance of this application is hereby adjourned until March 12, 2024 (being the end of the “**Adjournment Period**” that begins February 27, 2024).

4. **THIS COURT ORDERS** that, subject to any material unanticipated developments between the date hereof and March 12, 2024, or an agreement between EDC, the Debtor and the

Sureties, neither the Debtor nor any of the Sureties will make any further requests for an adjournment beyond March 12, 2024.

#### **ANCILLARY RELIEF**

5. **THIS COURT ORDERS** that, in the event the Sureties do not commit, by March 12, 2024, to providing necessary and sufficient financial support to the Debtor, the Sureties shall pay to the Receiver, in trust for the benefit of the Debtor's receivership estate, an amount equal to the lesser of (a) CAD \$2 million and (b) the total of all expenditures and disbursements made by the Debtor between February 27, 2024 and March 12, 2024, inclusive. The Debtor shall provide to EDC and the Receiver reasonable access to the books and records of the Debtor for the purpose of verifying the amount of such expenditures and disbursements.

6. **THIS COURT ORDERS** that the Sureties shall reimburse EDC directly for all professional fees and expenses reasonably incurred during the Adjournment Period, including the fees and disbursements incurred by EDC's legal counsel and by the Receiver and its legal counsel (collectively, the "**Professionals**") plus all applicable HST, save and except for those fees and expenses incurred specifically in connection with EDC's and/or the Receiver's efforts to realize upon the US Property (as defined in the Partial Receivership Order) beginning on the date of this Order. All amounts payable pursuant to this paragraph 6 shall be evidenced by detailed invoices (redacted for privilege) provided by each of the Professionals to the Sureties' legal counsel, and all such amounts shall be paid by wire transfer (or in such other manner as the Professionals acting reasonably may direct) within seven (7) business days from the delivery of any such invoice in accordance with this paragraph.

7. **THIS COURT ORDERS** that the Sureties' liability under paragraphs 5 and 6 shall be joint and several.

8. **THIS COURT ORDERS** the Debtor shall pay the next ordinary course payment owing to EDC under the EDC Loan Documents on the date that such payment falls due.

9. **THIS COURT ORDERS** that, between the date hereof and March 12, 2024, the Debtor may continue to operate in the ordinary course, including by performing as required under its

construction contracts with respect to the ongoing fabrication, supply, and installation of materials, subject to the terms of this Order and any further order of this Court.



Justice W.D. Black

**EXPORT DEVELOPMENT CANADA****-and- ANTAMEX INDUSTRIES ULC**  
Applicant

Respondent

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST****Proceeding commenced at  
Toronto****ORDER  
(Adjournment & Ancillary Relief)****FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
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**Montana Licari (LSO: 85097G)**  
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Tel. 416 868 3450

Lawyers for the Applicant

## **APPENDIX “D”**



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE

)

WEDNESDAY, THE 13TH

JUSTICE BLACK

)

DAY OF MARCH, 2024

)

B E T W E E N :

**EXPORT DEVELOPMENT CANADA**

Applicant

- and -

**ANTAMEX INDUSTRIES ULC**

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of  
the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and  
section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**AMENDED AND RESTATED ORDER  
(Appointing Receiver)**

**THIS APPLICATION** made by the applicant, Export Development Canada (“**EDC**”), for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) 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 (the “**Debtor**”) acquired for, or used

in relation to a business carried on by the Debtor and amending and restating the Order of Justice Black granted in the within application on March 5, 2024, was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Adam Smith sworn February 21, 2024 and the Exhibits thereto (the “**Smith Affidavit**”), the affidavit of Connie Deng sworn February 26, 2024 and the Exhibits thereto, the report of counsel for EDC dated March 4, 2024 and the attachments thereto, the report of counsel for the Debtor and counsel for Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “**Sureties**”) dated March 4, 2024 and the attachments thereto, the affidavit of John Tangney sworn March 11, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for EDC, counsel for the proposed Receiver, counsel for Norwich 40 TGCI LLC (the “**Landlord**”), counsel for the Sureties, counsel for Suffolk Construction Company, Inc., 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 Montana Licari dated February 22 and February 26, 2024, and on reading the consent of Deloitte to act as the Receiver, filed,

## **SERVICE**

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

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all the present and future assets, undertakings, and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”).

## **RECEIVER’S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Debtor and the Property and, without in any way

limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories of the Property, accessing and taking control of the Debtor's bank accounts and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor (the "**Business**"), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the Business, or disclaim or cease to perform any contracts of the Debtor or in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, insurance brokers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the Business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;



- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (a) the Debtor, (b) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (c) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant

immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Business, the Property or the affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least

seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

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

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (a) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (b) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

## **NO INTERFERENCE WITH THE RECEIVER**

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

## **CONTINUATION OF SERVICES**

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

## **RECEIVER TO HOLD FUNDS**

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall be deemed to have been terminated by the Debtor immediately prior to the issuance of this Order. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

15. **THIS COURT ORDERS** that the Receiver is expressly authorized and empowered to send notices of termination to employees of the Debtor in the name of and on behalf of the Debtor and to do or cause to be done all such further acts and things necessary or desirable in respect of the termination of the employees of the Debtor, including, without limitation, any applicable statutory notices or filings in the name of and on behalf of the Debtor.

## PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Business or Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Business or Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of the Business or any Property shall be entitled to continue to use the personal information provided to it, and related to the Business or Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

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

## LIMITATION ON THE RECEIVER’S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## RECEIVER’S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of

this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable (the "**Receiver's Borrowings**"), provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures and the fees and expenses of the Receiver and its counsel. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the Receiver's Borrowings, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.



23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with the Receiver's Borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any Receiver's Borrowings pursuant to this Order.

25. **THIS COURT ORDERS** that the Receiver's Borrowings from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

26. **THIS COURT ORDERS** that the The Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.insolvencies.deloitte.ca/en-ca/Pages/default.aspx>.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by email, prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by

courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

28. **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.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. **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.

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

32. **THIS COURT ORDERS** that, without limiting the generality of paragraph 30:


- (a) the Receiver is hereby authorized and empowered, but not obligated, to act as the foreign representative (the “**Foreign Representative**”) in respect of the within proceedings for the purposes of having these proceedings recognized in a jurisdiction outside of Canada; and

- (b) the Foreign Representative is hereby authorized to apply for foreign recognition of these proceedings, as necessary, in any jurisdiction outside of Canada, including the United States pursuant to Chapter 15 of Title 11 of the United States Code 11 U.S.C. §§ 101 -1532.

33. **THIS COURT ORDERS** that EDC shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of EDC's security or, if not so provided by EDC's security, then on a full indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver, EDC and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. **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.



Justice W.D. Black

**SCHEDULE “A”**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. [●]

AMOUNT \$[●]

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc. (“**Deloitte**”), the receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Antamex Industries ULC (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”) appointed by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the [●] day of [●], 2024 (the “**Order**”) made in an application having Court file number CV-23-\_\_\_\_\_-00CL, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$[●], being part of the total principal sum of \$[●] which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the [●] day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the [●] day of [●], 2024.

**DELOITTE RESTRUCTURING INC.**, solely  
in its capacity as Receiver of the Property, and  
not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**EXPORT DEVELOPMENT CANADA**

-and- **ANTAMEX INDUSTRIES ULC**  
Applicant

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced at  
Toronto**

**ORDER  
(Appointing Receiver)**

**FASKEN MARTINEAU DuMOULIN LLP**  
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Lawyers for the Applicant

## **APPENDIX “E”**



Court File No. 24-718718-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) TUESDAY, THE 23<sup>rd</sup> DAY  
JUSTICE W.D. BLACK ) OF APRIL, 2024

B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

and

**256 VICTORIA STREET WEST ULC**

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of  
the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and  
section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**ORDER  
(Appointing Receiver)**

**THIS APPLICATION** made by the Applicant, Royal Bank of Canada (the “**Bank**”), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of the Respondent, 256 Victoria Street West ULC (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day by video conference at 330 University Avenue, Toronto, Ontario.



**ON READING** the Affidavit of John Borch sworn April 15, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Bank, the proposed Receiver, and such other parties listed on the participation information form, no one else appearing although duly served as appears from the Affidavit of Service of Hanqiong (Joan) Xu affirmed April 19, 2024, and on reading the Consent of Deloitte to act as the Receiver,

## **SERVICE**

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

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all the present and future assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including the real property municipally known as 256 Victoria Street West, Alliston, Ontario, and including all proceeds thereof (the “**Property**”).

## **RECEIVER’S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Debtor and the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories of the Property, accessing and taking control of the Debtor's bank accounts and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor (the "**Business**"), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the Business, or disclaim or cease to perform any contracts of the Debtor or in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, insurance brokers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the Business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- - -

- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any Trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Business, the Property or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable

secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

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

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

## **NO INTERFERENCE WITH THE RECEIVER**

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

## **CONTINUATION OF SERVICES**

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

## **RECEIVER TO HOLD FUNDS**

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this



Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

14. **THIS COURT ORDERS** that all employees of the Debtor shall be deemed to have been terminated by the Debtor immediately prior to the issuance of this Order. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

15. **THIS COURT ORDERS** that the Receiver is expressly authorized and empowered to send notices of termination to employees of the Debtor in the name of and on behalf of the Debtor and to do or cause to be done all such further acts and things necessary or desirable in respect of the termination of the employees of the Debtor, including, without limitation, any applicable statutory notices or filings in the name of and on behalf of the Debtor.

## **PIPEDA**

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Business or Property and to their advisors, but only to the extent desirable or required to negotiate and attempt

to complete one or more sales of the Business or Property (each, a “Sale”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of the Business or any Property shall be entitled to continue to use the personal information provided to it, and related to the Business or Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable (the “**Receiver’s Borrowings**”), provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures and the fees and expenses of the Receiver and its counsel. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the Receiver’s Borrowings, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with Receiver’s Borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any Receiver’s Borrowings pursuant to this Order.

25. **THIS COURT ORDERS** that the Receiver’s Borrowings from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

#### **SERVICE AND NOTICE**

26. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the website: <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ●

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by email, prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective

addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **PROCEDURAL CONSOLIDATION**

28. **THIS COURT ORDERS** that the Receiver may administer the Debtor's estate together with the estate of Antamex Industries ULC ("**Antamex**"), over which Deloitte was appointed as Receiver pursuant to the Amended and Restated Receivership Order of the Honourable Justice Black dated March 13, 2024, in Court File No. CV-24-00715153-00CL (the "**Antamex Receivership Order**"), as follows:

- (a) the Receiver is authorized to administer the receivership estates of the Debtor and Antamex as if such estates were a single receivership estate for the purpose of carrying out its administrative duties and responsibilities pursuant to this Order, the Antamex Receivership Order and the requirements of the BIA;
- (b) the Receiver is authorized to maintain a consolidated website in respect of both receivership proceedings;
- (c) the Receiver is authorized to issue consolidated reports in respect of both receivership proceedings, including consolidated reports in satisfaction of the requirements of section 246 of the BIA; and

- (d) the Receiver is authorized to perform consolidated marketing and sales efforts in respect of the Property of the Debtor (as defined in this Order) and the Property of Antamex (as defined in the Antamex Receivership Order).

29. **THIS COURT ORDERS** that this procedural consolidation of the receiverships of the Debtor and Antamex is not a substantive consolidation and will automatically terminate if Deloitte is replaced as Receiver of the Debtor or Antamex.

### **GENERAL**

30. **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.

31. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the Debtor.

32. **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.

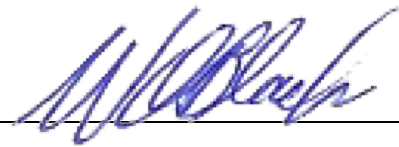
33. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that

the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

34. **THIS COURT ORDERS** that the Bank shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Bank's security or, if not so provided by the Bank's security, then on a full indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

35. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver, the Bank and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

36. **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 blue ink, appearing to be 'M. Black', is written over a horizontal line.



## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc. ("**Deloitte**"), the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of 256 Victoria Street West ULC (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Order**") made in an action having Court file number \_\_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order..

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the Bankruptcy and Insolvency Act, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2024.

**DELOITTE RESTRUCTURING INC.**, solely in  
its capacity as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

Court File No: CV-24-718718-00CL

ROYAL BANK OF CANADA

- and -

256 VICTORIA STREET WEST ULC

Applicant

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended,  
and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER  
(Appointing Receiver)**

**DENTONS CANADA LLP**  
Toronto-Dominion Centre  
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**Sarah Lam** (LSO# 87304S)  
Tel: 416-863-4689  
[sarah.lam@dentons.com](mailto:sarah.lam@dentons.com)

*Lawyers for the Applicant*

## **APPENDIX “F”**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

*In re*

ANTAMEX INDUSTRIES ULC,<sup>1</sup>

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

**Related Docket No. 3**

**ORDER GRANTING PETITION FOR (I) RECOGNITION OF CANADIAN  
PROCEEDING AS FOREIGN MAIN PROCEEDING, (H) RECOGNITION OF  
FOREIGN REPRESENTATIVE, AND (III) RELATED RELIEF UNDER CHAPTER 15  
OF THE BANKRUPTCY CODE**

Upon consideration of the *Verified Petition for (I) Recognition of a Canadian Proceeding as Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief under Chapter 15 of the Bankruptcy Code* (together with the form petition filed concurrently therewith, the “Verified Petition”),<sup>2</sup> filed by Deloitte Restructuring Inc. (“Deloitte”), in its capacity as the court-appointed receiver (in such capacity, the “Receiver”) of the above-captioned debtor, Antamex Industries ULC (“Antamex” or the “Debtor”), in its capacity as the authorized foreign representative of the Debtor (the “Foreign Representative”); and upon the hearing on the Verified Petition and this Court’s review and consideration of the Verified Petition, the Foreign Representative Declaration, and the Rogers Declaration;

IT IS HEREBY FOUND AND DETERMINED THAT<sup>3</sup>:

<sup>1</sup> The chapter 15 debtor, along with the last four digits of the Debtor’s British Columbia Corporation Number is: Antamex Industries ULC (“Antamex” or “Debtor”) (6401). The Debtor’s executive headquarters are located at: 210 Great Gulf Drive, Concord, Ontario, Canada, L4K 5W1.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Verified Petition.

<sup>3</sup> The findings and conclusions set forth herein and in the record of the hearing on the Verified Petition constitute this Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). To the extent any of the findings of fact herein constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law herein constitute findings of fact, they are adopted as such.

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

B. Venue is proper before this Court pursuant to 28 U.S.C. § 1410. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution.

C. Appropriate notice of the filing of, and the Hearing on, the Verified Petition was given, which notice is deemed adequate for all purposes, and no other or further notice need be given.

D. No objections or other responses were filed that have not been overruled, withdrawn, or otherwise resolved.

E. This Chapter 15 Case was properly commenced pursuant to sections 1504, 1509, and 1515 of the Bankruptcy Code.

F. The Debtor has a domicile, principal place of business, and/or property in the United States, and the Debtor is eligible to be a debtor in a chapter 15 case pursuant to, as applicable, 11 U.S.C. §§ 109 and 1501.

G. The Foreign Representative is a “person” pursuant to section 101(41) of the Bankruptcy Code and is the duly appointed “foreign representative” of the Debtor as such term is defined in section 101(24) of the Bankruptcy Code. The Foreign Representative has satisfied the requirements of section 1515 of the Bankruptcy Code and Bankruptcy Rule 1007(a)(4).

H. The Antamex Receivership is entitled to recognition by this Court pursuant to section 1517 of the Bankruptcy Code.

I. The Antamex Receivership is pending in Canada, where the Debtor has its “center of its main interests” as referred to in section 1517(b)(1) of the Bankruptcy Code. Accordingly, the Antamex Receivership is a “foreign main proceeding” pursuant to section 1502(4) of the Bankruptcy Code and is entitled to recognition as a foreign main proceeding pursuant to section 1517(b)(1) of the Bankruptcy Code.

J. The Foreign Representative is entitled to all the relief provided pursuant to sections 1507, 1519, 1520, and 1521 of the Bankruptcy Code without limitation, because those protections are necessary to effectuate the purposes of chapter 15 of the Bankruptcy Code and to protect the assets of the Debtor and the interests of the Debtor’s creditors.

K. Good, sufficient, appropriate, and timely notice of the filing of, and the hearing on (to the extent necessary), the Verified Petition was given, which notice was deemed adequate for all purposes, and no further notice need be given.

L. All creditors and other parties in interest, including the Debtor, are sufficiently protected by the grant of relief ordered hereby in accordance with section 1522(a) of the Bankruptcy Code.

M. The relief granted hereby is necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtor and the interests of its creditors and other parties in interest, is in the interest of the public and international comity, is consistent with the public policy of the United States and will not cause any hardship to any party in interest that is not outweighed by the benefits of the relief granted. Absent the requested relief, the efforts of the Receiver in conducting the Antamex Receivership and the liquidation process may be frustrated by the actions of individual creditors, a result contrary to the purposes of chapter 15.

**BASED ON THE FOREGOING FINDINGS OF FACT AND AFTER DUE DELIBERATION AND SUFFICIENT CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Verified Petition is granted.
2. The Antamex Receivership is recognized as a foreign main proceeding pursuant to section 1517 of the Bankruptcy Code and is entitled to the protections of 11 U.S.C. § 1520(a), including, without limitation, the application of the protection afforded by the automatic stay under 11 U.S.C. § 362 to the Debtor and to the Debtor's property that is within the territorial jurisdiction of the United States.
3. Deloitte, in its capacity as Receiver, is the duly appointed foreign representative of the Debtor within the meaning of 11 U.S.C. § 101(24), is authorized to act on behalf of the Debtor in this Chapter 15 Case, and is established as the exclusive representative of the Debtor in the United States.
4. The Appointment Order, including any and all existing and future extensions, amendments, restatements, and/or supplements authorized by the Canadian Court, is hereby given full force and effect, on a final basis, with respect to the Debtor and the Debtor's property that now or in the future is located within the territorial jurisdiction of the United States, including, without limitation, staying the commencement or continuation of any actions against the Debtor or its assets (except as otherwise expressly provided herein or therein).
5. All objections, if any, to the Verified Petition or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits.
6. Upon entry of this order (this "Order"), the Antamex Receivership and all prior orders of the Canadian Court shall be and hereby are granted comity and given full force and effect in the United States and, among other things:



- a. the protections of sections 362 and 365(e) of the Bankruptcy Code apply to the Debtor;
- b. all persons and entities are enjoined from taking any actions inconsistent with the Antamex Receivership, and from seizing, attaching, and enforcing or executing liens or judgments against the Debtor's assets in the United States or from transferring, encumbering or otherwise disposing of or interfering with the Debtor's assets or agreements in the United States without the express consent of the Foreign Representative;
- c. all persons and entities are enjoined from commencing or continuing, including the issuance or employment of process of, any judicial, administrative or any other action or proceeding involving or against the Debtor or its assets or proceeds thereof, or to recover a claim or enforce any judicial, quasi-judicial, regulatory, administrative, or other judgment, assessment, order, lien or arbitration award against the Debtor or its assets or proceeds thereof;
- d. all persons and entities are enjoined from commencing any suit, action, or proceeding against the Debtor, the Foreign Representative, or any of their respective successors, directors, officers, agents, employees, representatives, advisors, or attorneys in respect of any claim or cause of action, in law or in equity, arising out of or relating to any action taken or omitted to be taken in connection with this Chapter 15 Case and the Antamex Receivership; and
- e. all persons and entities are enjoined from terminating or modifying an executory contract or unexpired lease at any time after the commencement of this Chapter 15 Case solely because of a provision in such contract or lease that is conditioned upon the commencement of the Antamex Receivership or a case under the Bankruptcy Code, or the insolvency or financial condition of the Debtor.

7. The Foreign Representative and the Debtor shall be entitled to the full protections and rights enumerated under section 1521(a)(4) and (5) of the Bankruptcy Code, and accordingly, the Foreign Representative:

- a. is entrusted with the administration or realization of all or part of the Debtor's assets located in the United States; and
- b. has the right and power to examine witnesses, take evidence or deliver information concerning the Debtor's assets, affairs, rights, obligations, or liabilities.

8. All parties who believe they have a claim against the Debtor are obligated to file such claim in, and only in, the Antamex Receivership.

9. Pursuant to section 1521(a)(6) of the Bankruptcy Code, all prior relief granted to the Debtor and the Foreign Representative by this Court pursuant to section 1519(a) of the Bankruptcy Code shall be extended, and that certain *Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* [Docket No. 25] (the “Provisional Relief Order”) shall remain in full force and effect, on a final basis. To the extent there is any inconsistency between this Order and the Provisional Relief Order, the language in this Order shall control.

10. The Foreign Representative is hereby established as the representative of the Debtor with full authority to administer the Debtor’s assets and affairs in the United States, including, without limitation, making payments on account of the Debtor’s prepetition and postpetition obligations, if necessary.

11. The Foreign Representative and its agents are authorized to serve or provide any notices required under the Bankruptcy Rules or Local Rules of this Court.

12. No action taken by the Foreign Representative, the Debtor, or their respective successors, agents, representatives, advisors, or counsel in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Antamex Receivership, this Order, this Chapter 15 Case, or any adversary proceeding herein, or contested matters in connection therewith, will be deemed to constitute a waiver of any immunity afforded the Foreign Representative, including without limitation pursuant to sections 306 or 1510 of the Bankruptcy Code.

13. Pursuant to paragraphs 3(b) and 12 of the Appointment Order, (i) the banks and financial institutions with which the Debtor maintains bank accounts or on which checks are drawn

or electronic payment requests made in payment of prepetition or postpetition obligations (each a “Bank” and, collectively, “Banks”) are authorized, at the direction of the Foreign Representative, to continue to service and administer the Debtor’s bank accounts without interruption and in the ordinary course of business, and, at the direction of the Foreign Representative, to receive, process, honor and pay any and all such checks, drafts, wires and automatic clearing house transfers issued, whether before or after the Petition Date and drawn on the Debtor’s bank accounts by respective holders and makers thereof, and (ii) Banks providing centralized banking services to the Debtor are restrained until further order of the Canadian Court from discontinuing, altering, interfering with or terminating the supply of such services as may be required by the Foreign Representative.

14. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

15. This Order is without prejudice to the Foreign Representative requesting any additional relief in the Chapter 15 Case, including seeking recognition and enforcement by this Court of any further orders issued in the Antamex Receivership.

16. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

17. A copy of this Order shall be served within three (3) business days of entry of this order, by electronic mail to the extent email addresses are available and otherwise by U.S. mail, overnight or first-class postage prepaid, upon the Core Notice Parties (as defined in the *Motion for Order Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice*) and such other entities as the Court may direct. Such service shall be good and sufficient service and adequate notice for all purposes.

18. This Court shall retain jurisdiction with respect to the enforcement, amendment, or modification of this Order, any requests for additional relief or any adversary proceeding brought in and through this Chapter 15 Case, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

19. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry and shall constitute a final order within the meaning of 28 U.S.C. § 158(a).

20. This Order applies to all parties in interest in this Chapter 15 Case and all of their agents, employees, and representatives, and all those who act in concert with them who receive notice of this Order.

**Dated: June 3rd, 2024**  
**Wilmington, Delaware**

  
**J. KATE STICKLES**  
**UNITED STATES BANKRUPTCY JUDGE**

## **APPENDIX “G”**

**Williams, Richard**

---

**From:** Messina, Stephen  
**Sent:** Friday, April 26, 2024 6:54 PM  
**To:** brad  
**Cc:** Williams, Richard  
**Subject:** Re: Laptop

Brad,

No cheque. I sent you the wage earner protection program package earlier this week. This includes unpaid wages. Please review that package.

Thanks

Stephen Messina  
 647-821-9632

---

**From:** brad [REDACTED] >  
**Sent:** Friday, April 26, 2024 6:51:48 PM  
**To:** Messina, Stephen <smessina@deloitte.ca>  
**Subject:** [EXT] Re: Laptop

Just to confirm they will have my last pay cheque and travel expenses.  
 Sent from my iPhone

> On Apr 26, 2024, at 6:32 PM, Messina, Stephen <smessina@deloitte.ca> wrote:

>

> Please advise on your availability for someone to pickup the laptop this weekend and your address.

>

> Stephen Messina, CPA

> Turnaround & Restructuring

> D: +1 (416) 354-0988 | M: +1 (647) 821-9632

>

> -----Original Message-----

> From: brad [REDACTED] >

> Sent: Friday, April 26, 2024 5:40 PM

> To: Messina, Stephen <smessina@deloitte.ca>

> Subject: [EXT] Re: Laptop

>

> Again I no longer work for that company so if you would like the laptop back that is the only two options, pay me to bring it back or pick it up from my residence. It's an easy decision at the end of the day.

>

> Sent from my iPhone

>

>> On Apr 26, 2024, at 5:10 PM, Messina, Stephen <smessina@deloitte.ca> wrote:

>>

>> Hi Brad,

>>

>> I provided you with a prepaid shipping number, which I believe is the best option here. Nobody is trying to

inconvenience you, but you are in possession of company property.

>>

>> Thank you,

>>

>> Stephen Messina, CPA

>> Turnaround & Restructuring

>> D: +1 (416) 354-0988 | M: +1 (647) 821-9632

>>

>> -----Original Message-----

>> From: brad [REDACTED] >

>> Sent: Friday, April 26, 2024 4:53 PM

>> To: Messina, Stephen <smessina@deloitte.ca>

>> Subject: [EXT] Re: Laptop

>>

>> I have tried to say it nicely in previous emails, I will not go out of my way to deliver this laptop anywhere. Remember your company said anyone down in the states was on their own to find a way home.

>>

>> I'm only available on weekends to maybe accommodate you by dropping this laptop off, with that said I get paid double time along with travel time so if you are willing to pay that I will gladly drop it off.

>>

>> Thanks.

>>

>> Sent from my iPhone

>>

>>>> On Apr 26, 2024, at 8:26 AM, Messina, Stephen <smessina@deloitte.ca> wrote:

>>>

>>> Brad,

>>>

>>> Please ship it to us using the FedEx number 7119-9892-6.

>>>

>>> Please have it addressed to:

>>> Deloitte Restructuring Inc., ITF Antamex Industries ULC

>>> 8 Adelaide Street West, Suite 200

>>> Toronto, ON

>>> M5H 0A9

>>>

>>> Stephen Messina, CPA

>>> Turnaround & Restructuring

>>> D: +1 (416) 354-0988 | M: +1 (647) 821-9632

>>>

>>> -----Original Message-----

>>> From: brad [REDACTED] >

>>> Sent: Wednesday, April 24, 2024 2:59 PM

>>> To: Messina, Stephen <smessina@deloitte.ca>

>>> Subject: [EXT] Re: Laptop

>>>

>>> Well I'm unable to drop it off, so you will have to make arrangements for a pick up.

>>> Thanks for your cooperation in this matter.

>>> Sent from my iPhone

>>>

>>>>> On Apr 24, 2024, at 1:15 PM, Messina, Stephen <smessina@deloitte.ca> wrote:

>>>>

>>>> Mr. McLeod,

>>>>

>>>> The Receiver will not pickup the laptop from your residence. You can return it to either the Concord or Alliston office.

>>>>

>>>> As you are in possession of Antamex property, the Receiver reserves its rights as indicated in the letter you received.

>>>>

>>>> Thank you,

>>>>

>>>> Stephen Messina, CPA

>>>> Turnaround & Restructuring

>>>> D: +1 (416) 354-0988 | M: +1 (647) 821-9632

>>>>

>>>> -----Original Message-----

>>>> From: brad [REDACTED] >

>>>> Sent: Wednesday, April 24, 2024 12:41 PM

>>>> To: Messina, Stephen <smessina@deloitte.ca>

>>>> Subject: [EXT] Re: Laptop

>>>>

>>>> Your more than welcome to come pick up the laptop from residence.

>>>> Sent from my iPhone

>>>>

>>>>> On Apr 24, 2024, at 9:42 AM, Messina, Stephen <smessina@deloitte.ca> wrote:

>>>>>

>>>>> Brad,

>>>>>

>>>>> We ask that you make arrangements to return the laptop.

>>>>>

>>>>> I have also sent you a wage earner protection program package earlier today, regarding the amounts owed.

>>>>>

>>>>> Thank you,

>>>>>

>>>>> Stephen Messina, CPA

>>>>> Turnaround & Restructuring

>>>>> D: +1 (416) 354-0988 | M: +1 (647) 821-9632

>>>>>

>>>>> -----Original Message-----

>>>>> From: brad [REDACTED] >

>>>>> Sent: Tuesday, April 23, 2024 5:40 PM

>>>>> To: Messina, Stephen <smessina@deloitte.ca>

>>>>> Subject: [EXT] Re: Laptop

>>>>>

>>>>> Thanks for your response and I will be in touch with my union about what is owed to me.

>>>>> Sent from my iPhone

>>>>>

>>>>>> On Apr 23, 2024, at 4:48 PM, Messina, Stephen <smessina@deloitte.ca> wrote:

>>>>>>

>>>>>> Hi Brad,

>>>>>>

>>>>>> Thanks for confirming that you have a laptop.

>>>>>>



>>>>> As you were entrusted to use the laptop in conjunction with your employment, we ask that you return it to either site.

>>>>>

>>>>> Regarding your final pay, we are collaborating with the union to generate your proof of claim information. This should be provided to you shortly.

>>>>>

>>>>> Thank you,

>>>>> Stephen

>>>>>

>>>>> Stephen Messina, CPA

>>>>> Turnaround & Restructuring

>>>>> D: +1 (416) 354-0988 | M: +1 (647) 821-9632

>>>>>

>>>>> -----Original Message-----

>>>>> From: Berardi, Gianluca <giberardi@deloitte.ca>

>>>>> Sent: Tuesday, April 23, 2024 1:24 PM

>>>>> To: Messina, Stephen <smessina@deloitte.ca>

>>>>> Subject: FW: Laptop

>>>>>

>>>>> Brad McLeod regarding pickup.

>>>>>

>>>>> --

>>>>> Gianluca Berardi

>>>>> Senior Associate | Financial Advisory

>>>>> M: +1 (437) 533 7237

>>>>> giberardi@deloitte.ca | deloitte.ca

>>>>> --

>>>>> Deloitte is proud to be a National Partner of the Canadian Olympic team

>>>>>

>>>>> Please consider the environment before printing.

>>>>>

>>>>> -----Original Message-----

>>>>> From: brad [REDACTED] >

>>>>> Sent: Tuesday, April 23, 2024 12:05 PM

>>>>> To: Antamex <antamex@deloitte.ca>

>>>>> Subject: [EXT] Laptop

>>>>>

>>>>> Yes feel free to come pick up Antamex's laptop from my residence. Please feel free to bring my final pay cheque as well.

>>>>>

>>>>> Thanks

>>>>> Brad McLeod

>>>>> Sent from my iPhone

>>>>> Confidentiality Warning:

>>>>>

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>>>>>

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## **APPENDIX “H”**



# Form 520

for use in the Province of Ontario

## Listing Agreement - Commercial Seller Representation Agreement Authority to Offer for Sale

156

This is a Multiple Listing Service® Agreement



OR

Exclusive Listing Agreement

EXCLUSIVE



**BETWEEN:**

**BROKERAGE:** CBRE Limited

5935 Airport Road Suite 700, Mississauga, ON ..... (the "Listing Brokerage") Tel. No. 416-674-7900

**SELLER:** Deloitte Restructuring Inc., solely in its capacity as court-appointed receiver of 256 Victoria Street West ULC. .... (the "Seller")

**DESIGNATED REPRESENTATIVE(S):** Evan S. White & Evan T. White

(Name of Salesperson/Broker/Broker of Record)

This Listing Agreement is a designated representation agreement where the Brokerage has designated Salesperson/Broker/Broker of Record as the Designated Representative(s) and all parties understand it is the Designated Representative(s) who will be providing services and representation to the Seller, and the Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property for sale known as 256 Victoria Street West, Alliston, ON

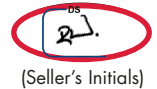
approximately 36,900 SF on 45.65 acres ..... (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 9:00 on the 3 day of June, 2024, (m./p.m.)

and expiring at 11:59 p.m. on the 16 day of October, 2024 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials. }



to offer the Property for sale at a price of:

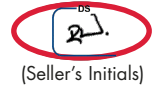
Dollars (CDN\$) \$9,500,000.00

Nine Million Five Hundred Thousand

Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property.**



**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):

(Seller's Initials)

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Trust in Real Estate Services Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. "Public Marketing" shall have the same meaning as set out in REALTOR® Cooperation Policy as published by the Canadian Real Estate Association.

**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 4.0% of the sale price of the Property or 3.5% if the Listing Team (Evan S. White, Evan T. White) also represent the Buyer.

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of 2.0% of the sale price of the Property or

out of the commission the Seller pays the Listing Brokerage.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone

on the Seller's behalf within 30 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

**INITIALS OF LISTING BROKERAGE:**



**INITIALS OF SELLER(S):**



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Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Client Limited Service, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will require the Seller's written consent to represent both the Seller and the buyer for the transaction. The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.

**MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Seller understands and agrees that the Listing Brokerage may provide client limited services and representation to other sellers and buyers. The Seller understands and acknowledges that when representing both the Seller and the buyer, where one or both the Seller and buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the buyer, as more particularly set out in the agreement with the respective Seller or buyer. If the Listing Brokerage provides client limited services and representation to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer, and will require consent in writing for such multiple representation.

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client, is as more particularly set out in the agreement with the respective seller or buyer.

- 4. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.
- 5. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 6. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. The Seller acknowledges the Brokerage in accordance with MLS® Rules and Regulations, and the Canadian Real Estate Association REALTOR® Code of Ethics, this Listing shall be, within three (3) days of Public Marketing, placed on an MLS® System for cooperation with other REALTORS®.
- 7. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 8. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 9. ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- 10. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

DS  
2



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- 118
11. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
12. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:  
  
consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

Does

DS

Does Not

13. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
14. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Listing Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
15. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
16. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
17. **SCHEDULE(S):** A and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on any accompanying data form respecting the Property are true to the best of my knowledge, information and belief. SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

Deloitte Restructuring Inc., solely in its capacity as court-appointed receiver of 256 Victoria Street West ULC.

(Name of Seller)

DocuSigned by:

(Signature of Seller/Authorized Signing Officer)

(Seal)

5/30/2024

(Date)

(Seal)

4162588761

(Tel. No.)

(Signature of Seller/Authorized Signing Officer)

(Seal)

(Date)

(Tel. No.)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record

Evan S. White & Evan T. White

(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by TRESA.

(Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 30th day of May, 2024

DocuSigned by:

(Signature of Seller)

(Date)

(Signature of Seller)

(Date)



## **SCHEDULE A**

### **TO LISTING AGREEMENT – COMMERCIAL**

between CBRE Limited and Deloitte Restructuring Inc., solely in its capacity as court-appointed receiver of 256 Victoria Street West ULC and not in its personal or corporate capacity

## **ADDITIONAL TERMS**

### **1. Commission**

Notwithstanding anything to the contrary, including Sections 3 and 5, the commission contemplated in Section 2 shall not become payable until the closing date of the sale of the Property provided the Seller has entered into a letter of intent, agreement of purchase and sale or other definitive agreement for the sale of the Property during the Listing Period and the closing of the transaction contemplated therein has occurred. The Listing Agent acknowledges that any such agreement of purchase and sale shall be subject to the approval of a court of competent jurisdiction and will be consummated only pursuant to an approval and vesting order to be entered by the court. In no event, however, shall a purchase or sale of the Property be deemed to have occurred if the foregoing closing does not occur for any reason, and in such event, the Listing Brokerage shall not be entitled to the payment of any commission.

### **2. Determination of Marketing Strategy**

Notwithstanding Section 6, the Listing Brokerage will evaluate and recommend to the Seller the appropriate structure and marketing strategy for the sale of the Property, and all advertising decisions shall be subject to the prior approval of the Seller, in its sole discretion. The primary considerations in determining this structure and strategy will be meeting the Seller's objective of completing the sale on the most favourable terms obtainable in a timely manner based on a review of the Property and an analysis of comparable transactions. The Listing Brokerage will prepare a comprehensive marketing presentation (the "**Offering Memorandum**"), which shall be subject to the prior approval of the Seller. The Offering Memorandum will provide detailed information necessary for the analysis and evaluation of the sale of the Property by prospective purchasers. **[In addition to descriptive material, the Offering Memorandum will contain financial projections as well as an explanation of the terms and conditions under which a sale will be pursued].**

### **3. Negotiations**

The status of the marketing efforts, discussions and terms and conditions of any and all offers to purchase will be systematically communicated by the Listing Brokerage to, and discussed with, the Seller upon receipt by the Listing Brokerage, or as otherwise requested at the Seller's reasonable request. The Listing Brokerage will assist the Seller in conducting all negotiations; provided, however, in no event shall the Listing Brokerage have the authority to make any commitments or representations, enter into any agreements or sign any documents on behalf of the Seller. All final terms and conditions of the sale of the Property will be subject to approval by the Seller in its sole and absolute discretion, and the Seller shall have the sole and absolute discretion to accept or reject any offer or to withdraw the Property from the market.



#### 4. Electronic Data Room

The Listing Brokerage will create and maintain an electronic data room containing property level information including, but not limited to, financial information and budgets, third party reports, copies of leases, document summaries, physical property details, site plans and such other information and documentation to the extent deemed appropriate by the Seller.

#### 5. Termination

Notwithstanding anything to the contrary, the Listing Period shall terminate on the earlier of the date that is 11:59 pm on October 16, 2024 and the closing of the transaction of purchase and sale of the Property. The Seller shall have the right, at the Seller's sole discretion, to terminate this Agreement on 30 days' prior written notice to the Listing Brokerage.

#### 6. Indemnification

The Seller shall indemnify, defend and hold harmless the Listing Brokerage, each person or entity deemed to control or to be controlled by the Listing Brokerage and their respective partners, shareholders, directors, officers and employees from and against any and all losses, liabilities and damages (including, without limitation, reasonable legal fees) arising in connection with any third party action, claim, proceeding or investigation relating to the engagement contemplated by this Agreement except such as may be imposed or incurred by reason of the negligence, willful misconduct or fraud of the Listing Brokerage (or any of its employees or agents) in the performance of the Listing Brokerage's services and responsibilities hereunder and provided that the Listing Brokerage has acted within the scope of its authority described in this Agreement.

The Listing Brokerage shall indemnify, defend and hold harmless the Seller, each person or entity deemed to control or to be controlled by the Seller and their respective partners, shareholders, directors, officers and employees from and against any and all losses, liabilities and damages (including, without limitation, reasonable legal fees) arising in connection with any third party action, claim, proceeding or investigation relating to the engagement contemplated by this Agreement which may be imposed or incurred by reason of the negligence, willful misconduct or fraud of the Listing Brokerage (or any of its employees or agents) or any breach by the Listing Brokerage of this Agreement. The foregoing indemnification obligations shall survive the expiration or earlier termination of this Agreement.

Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

#### 7. Seller's Capacity

The Listing Brokerage acknowledges and agrees that the Seller, acting solely in its capacity as court-appointed receiver of 256 Victoria Street West ULC, will have no liability in connection with this Agreement whatsoever in its personal or corporate capacity, and shall have liability in connection with this Agreement solely in its capacity as receiver only to the extent explicitly provided for herein.





8. Confidentiality

The Listing Brokerage agrees, for itself and all persons retained or employed by the Listing Brokerage in performing the services contemplated in this Agreement, to hold in confidence and not to use or disclose to others any confidential or proprietary information of the Seller heretofore or hereafter disclosed to the Listing Brokerage, which may become known to the Listing Brokerage in the performance of, or as a result of, its services, except where the Seller specifically authorizes the Listing Brokerage to disclose any of the foregoing to others or such disclosure reasonably results from the performance of the Listing Brokerage's duties hereunder; provided, however, that for purposes of this Agreement, information shall not be deemed to be confidential if it is otherwise within the public domain or if the Listing Brokerage has obtained such information from a source other than the Seller or its employees or agents.





# COMMERCIAL – SALE MLS® DATA INFORMATION FORM



☒ **Mandatory Field**  
All Property Types

☐ **Optional Field**  
All Property Types

MLS® LISTING #

FOR BOARD USE ONLY FOR A NEW LISTING OR TO BE  
COMPLETED FOR A RE-RUN.

## PROPERTY INFORMATION

ASSESSMENT ROLL NUMBER (ARN)

☐ Initial Information  
Page

PIN #

AREA

Simcoe

MUNICIPALITY

New Tecumseth

COMMUNITY \*

Alliston

\* MANDATORY IF AVAILABLE

STREET NUMBER

STREET NAME

ABBREV

DIR

APT/UNIT #

POSTAL CODE

256

Victoria Street West

☐ E ☐ N  
☐ S ☐ W

L9R 1L9

LEGAL DESCRIPTION (LOT, PLAN, CONCESSION) (50 characters)

Part of Lots 1 & 2 Concession 7, (Tosorontio); Part Lot 24 South Side Wellington St Plan 268; Lot 19 & Part Lots 20, 21 & 22 North Side Wellington St P 268; Lot 14 East Side William St Plan 268; Lot 15 & Part Lot 16 South Side Reserve Plan 268; Part Wellington St, Park William St & Part of Reserve Plan 268 as closed by By-law RO1299284; All Being Parts 1 & 2 Plan 51R27569 Save & Except Parts 1, 9 & 10 Plan 51R28296 & Save & Except Parts 1 & 2 Plan 51R41792; Subject to RO1188992, Transferred by RO1189956; Subject to an Easement over Parts 1 & 2 Plan 51R28169 as in LT381359, LT381953, LT381954; Secondly: Part Lot 1 Concession 7, (Tosorontio) Being Part 1 Plan 51R28460; in the Town of New Tecumseth, County of Simcoe

LOT FRONT ▲\*

LOT DEPTH ▲\*

LOT/BLDG/UNIT CODE ▲

LOT SIZE CODE ▲

LOT IRREGULARITIES (40 characters)

45.65

☐ Feet ☒ Acres  
☐ Lot ☐ Bldg ☐ Unit ☐ Metres

\* NOT MANDATORY FOR COMMERCIAL CONDO

ZONING (40 characters)

EA-2, EP, EP-2

DIRECTION/MAIN CROSS STREETS (30 characters)

Victoria Street W & King Street S

▲ IF NOT APPLICABLE ENTER "0"

## AMOUNTS/DATES

◆ One of Possession Date or Possession Remarks is Mandatory

LIST PRICE

LIST PRICE CODE

NOTE: REFER TO PRICE CODES ON BACK

MIN. RENTAL TERM

(MONTHS)

MAX. RENTAL TERM

(MONTHS)

TAXES

TAX YEAR

\$9,500,000

For Sale

\$57,927.94

2023

TAX TYPE (check 1)

ASSESSMENT

ASSESSMENT YEAR

CONTRACT COMMENCEMENT

EXPIRY DATE

POSSESSION DATE ◆

☒ Annual ☐ T. & O.  
☐ N/A ☐ T.M.I.

06/03/2024  
M M D D Y Y Y Y

10/16/2024  
M M D D Y Y Y Y

/ /  
M M D D Y Y Y Y

POSSESSION REMARKS ◆ (14 characters)

Immediate

HOLDOVER DAYS

30

SELLER NAME

(70 characters)

Deloitte Restructuring Inc., solely in its capacity as court-appointed receiver of 256 Victoria Street West ULC.

MORTGAGE COMMENTS

(140 characters)

CONDO MAINTENANCE FEES (MONTHLY) \*

\* MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

FORM 590

REV. JANUARY 2023



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SELLERS INITIALS

DS  
2

Page 1 of 4

CREA WEBForms®



## DETAILS

163

TYPE	CATEGORY (check 1)	USE (check 1)
<input type="checkbox"/> Commercial Retail Property <b>(Do not use for Sale of Business)</b>	<input type="checkbox"/> Commercial Condo <input type="checkbox"/> Highway Commercial <input type="checkbox"/> Institutional* <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Other <input type="checkbox"/> Retail Store Related <input type="checkbox"/> Service Related <input type="checkbox"/> Bank* <input type="checkbox"/> Church* <input type="checkbox"/> School* <input type="checkbox"/> Other* <b>*uses for Institutional category only</b>
<input type="checkbox"/> Sale of Business	<input type="checkbox"/> Without Property <input type="checkbox"/> With Property	<div> <input type="checkbox"/> Apparel  <input type="checkbox"/> Art Gallery  <input type="checkbox"/> Art Supplies  <input type="checkbox"/> Automotive Related  <input type="checkbox"/> Bakery  <input type="checkbox"/> Banquet Hall  <input type="checkbox"/> Bar/Tavern/Pub  <input type="checkbox"/> Beauty Salon  <input type="checkbox"/> Bed &amp; Breakfast  <input type="checkbox"/> Butcher/Meat  <input type="checkbox"/> Cabins/Cottages  <input type="checkbox"/> Café  <input type="checkbox"/> Car Wash  <input type="checkbox"/> Caterer/Cafeteria  <input type="checkbox"/> Coffee/Donut Shop           </div> <div> <input type="checkbox"/> Coin Laundromat  <input type="checkbox"/> Convenience/Variety  <input type="checkbox"/> Copy/Printing  <input type="checkbox"/> Crafts/Hobby  <input type="checkbox"/> Dairy Products  <input type="checkbox"/> Day Care  <input type="checkbox"/> Delicatessen  <input type="checkbox"/> Delivery/Courier  <input type="checkbox"/> Distributing  <input type="checkbox"/> Drugstore/Pharmacy  <input type="checkbox"/> Dry Cleaning/Laundry  <input type="checkbox"/> Electronics  <input type="checkbox"/> Entertainment  <input type="checkbox"/> Fast Food/Takeout  <input type="checkbox"/> Fitness/Training           </div> <div> <input type="checkbox"/> Florist  <input type="checkbox"/> Food Court Outlet  <input type="checkbox"/> Footwear  <input type="checkbox"/> Fruit/Vegetable/Market  <input type="checkbox"/> Funeral Home  <input type="checkbox"/> Furniture  <input type="checkbox"/> Garden/Landscaping  <input type="checkbox"/> Gas Station  <input type="checkbox"/> Golf Course  <input type="checkbox"/> Golf Driving Range  <input type="checkbox"/> Gravel Pit/Quarry  <input type="checkbox"/> Grocery/Supermarket  <input type="checkbox"/> Hair Salon  <input type="checkbox"/> Hardware/Tools  <input type="checkbox"/> Home Improvement           </div> <div> <input type="checkbox"/> Hotel/Motel/Inn  <input type="checkbox"/> Jewellery  <input type="checkbox"/> Manufacturing  <input type="checkbox"/> Marina  <input type="checkbox"/> Medical/Dental  <input type="checkbox"/> Other  <input type="checkbox"/> Pizzeria  <input type="checkbox"/> Real Estate Office  <input type="checkbox"/> Restaurant  <input type="checkbox"/> Self Storage  <input type="checkbox"/> Service Related  <input type="checkbox"/> Spa/Tanning  <input type="checkbox"/> Sporting Goods  <input type="checkbox"/> Sports/Entertainment  <input type="checkbox"/> Travel Agency  <input type="checkbox"/> Wood Working           </div>
<input type="checkbox"/> Store With Apartment/Office	<input type="checkbox"/> Store With Apartment/Office	
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation <sup>1</sup> <input type="checkbox"/> Apartment <sup>2</sup> <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Recreational <sup>3</sup>	<div> <input type="checkbox"/> Bed &amp; Breakfast <sup>1</sup>  <input type="checkbox"/> Apts-2 To 5 Units <sup>2</sup> </div> <div> <input type="checkbox"/> Cabins/Cottages <sup>1</sup>  <input type="checkbox"/> Apts-6 To 12 Units <sup>2</sup> </div> <div> <input type="checkbox"/> Hotel/Motel/Inn <sup>1</sup>  <input type="checkbox"/> Apts-13 To 20 Units <sup>2</sup> </div> <div> <input type="checkbox"/> Other <sup>1</sup>  <input type="checkbox"/> Apts-Over 20 Units <sup>2</sup>  <input type="checkbox"/> Seniors Residence <sup>2</sup>  <input type="checkbox"/> Other <sup>2</sup> </div> <hr/> <div> <input type="checkbox"/> Golf <sup>3</sup>  <input type="checkbox"/> Marina <sup>3</sup>  <input type="checkbox"/> Campground <sup>3</sup>  <input type="checkbox"/> Sports/Entertainment <sup>3</sup>  <input type="checkbox"/> Other <sup>3</sup> </div> <hr/> <div> <b>1 - uses for Accommodation only</b>    <b>2 - uses for Apartment only</b>    <b>3 - uses for Recreational only</b>    <b>All others have no uses.</b> </div>
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Professional Office <input type="checkbox"/> Other
<input checked="" type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Free Standing <input type="checkbox"/> Industrial Condo <input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Cooler/Freezer/Food Inspected <input checked="" type="checkbox"/> Factory/Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Transportation <input type="checkbox"/> Warehouse
<input type="checkbox"/> Farm	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Cash Crop <input type="checkbox"/> Dairy Products <input type="checkbox"/> Hobby <input type="checkbox"/> Horse <input type="checkbox"/> Livestock <input type="checkbox"/> Other
<input type="checkbox"/> Land	<input type="checkbox"/> Designated <input type="checkbox"/> Raw (Outside Official Plan)	<input type="checkbox"/> Bush <input type="checkbox"/> Golf <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Industrial <input type="checkbox"/> Hospitality <input type="checkbox"/> Office <input type="checkbox"/> Other <input type="checkbox"/> Parking Lot <input type="checkbox"/> Recreational <input type="checkbox"/> Residential <input type="checkbox"/> Restricted <input type="checkbox"/> Retail <input type="checkbox"/> Waterfront

## 3 FREESTANDING

☒ Yes   ☐ No

## 4 TOTAL AREA

36,900 square feet here

## 4 TOTAL AREA CODE (check 1)

- ☐ Acres  
☐ Hectares  
☒ Square Feet  
☐ Sq. Ft. Divisible  
☐ Sq. M. Divisible  
☐ Square Metres

% BUILDING

## 5 OFFICE/APT AREA

## 5 OFFICE/APT AREA CODE

(check 1)

- ☐ %  
☐ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

## 6 INDUSTRIAL AREA

100

## 6 INDUSTRIAL AREA CODE

(check 1)

- ☒ %  
☐ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

## 7 RETAIL AREA

## 7 RETAIL AREA CODE

(check 1)

- ☐ %  
☐ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible



**APPROXIMATE AGE**

- ☐ New  
☐ 0 - 5 Years  
☐ 6 - 15 Years  
☐ 16 - 30 Years  
☐ 31 - 50 Years  
☐ 51 - 99 Years  
☐ 100 + Years

**AREA INFLUENCES**

(check 2)

- ☐ Greenbelt/Conservation  
☐ Major Highway  
☐ Public Transit  
☐ Recreation/Community Center  
☐ Skiing  
☐ Subways

**PHYSICALLY HANDICAPPED-EQUIPPED**

- ☐ Yes ☐ No

**BASEMENT**

- ☐ Yes ☐ No

**UFFI (check 1)**

- ☐ No  
☐ Partially Removed  
☐ Removed  
☐ Yes

**CLEAR HEIGHT**

FEET 20 INCHES

**SPRINKLERS (check 1)**

- ☐ No  
☐ Partial  
☒ Yes

**UTILITIES**

- ☒ Available  
☐ Yes  
☐ No

**BAY SIZE**

WIDTH FT IN

LENGTH FT IN

**AMPS****VOLTS****WATER (check 1)**

- ☒ Municipal  
☐ None  
☐ Other  
☐ Well

**WATER SUPPLY TYPES**

(check 1)

- ☐ Bored Well  
☐ Cistern  
☐ Community Well  
☐ Drilled Well  
☐ Dug Well  
☐ Lake/River  
☐ Shared Well

**AIR CONDITIONING**

(check 1)

- ☒ No  
☐ Partial  
☐ Yes

**HEAT TYPE (check 1)**

- ☐ Baseboard  
☐ Electric Forced Air  
☐ Electric Hot Water  
☐ Fan Coil  
☐ Gas Forced Air Closed  
☐ Gas Forced Air Open  
☐ Gas Hot Water  
☐ None  
☐ Oil Forced Air  
☐ Oil Hot Water  
☐ Oil Steam  
☐ Other  
☐ Propane Gas  
☒ Radiant  
☐ Solar  
☐ Steam Radiators  
☐ Water Radiators  
☐ Woodburning

**WASHROOMS****SHIPPING DOOR TYPES****TRUCK LEVEL SHIP DOORS #**

4

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

**DOUBLE MAN SHIP DOORS #**

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

**DRIVE-IN LEVEL SHIP DOORS #**

3

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

**GRADE LEVEL SHIP DOORS #**

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

**ELEVATOR (check 1)**

- ☐ Freight/Public  
☐ Freight  
☐ None  
☐ Public

**GARAGE TYPE (check 1)**

- ☐ Boulevard  
☐ Covered  
☐ Double Detached  
☐ In/Out  
☐ Lane  
☐ None  
☐ Other  
☒ Outside/Surface  
☐ Pay  
☐ Plaza  
☐ Public  
☐ Reserved/Assigned  
☐ Single Detached  
☐ Street  
☐ Underground  
☐ Valet  
☐ Visitor

**PARKING SPACES TOTAL**

NUMBER OF TRAILER PARKING SPOTS

**OUTSIDE STORAGE**

- ☐ Yes ☐ No

**RAIL**

- ☐ Available ☐ No ☐ Yes

**CRANE**

- ☐ Yes ☐ No

**SURVEY**

- ☐ Yes ☐ No

**SOIL TEST (check 1)**

- ☐ Construction Audit  
☐ Construction & Environmental  
☐ Environmental Audit  
☐ No  
☐ Yes

**SEWERS (check 1)**

- ☐ None  
☐ Sanitary  
☐ Sanitary Available  
☐ Sanitary + Storm  
☐ Sanitary + Storm Available  
☐ Septic Available  
☒ Septic  
☐ Storm  
☐ Storm Available

**COMMENTS (\*Refer to form 823)****REMARKS FOR CLIENTS**

(1000 characters max) 1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.

**2. REMARKS MUST RELATE DIRECTLY TO PROPERTY. 3. DISCLOSE POTL DETAILS & POTL MONTHLY FEES IN THIS FIELD.**

Rare opportunity to purchase a 45-acre parcel in Alliston! Approximately 14 acres is net usable and suitable for outside storage or potential building expansion. Outside storage is permitted and a wide range of industrial uses! ±36,900 SF (main warehouse) has clear height ranging from 19' - 20'. Storage building of approximately 16,135 SF also on site and features a new 1-tonne crane installed in 2022. Separate office building of approximately ±5,317 SF and ±6,081 SF coverall structure also situated on the site.

**EXTRAS**

(240 characters max) 1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.

**2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.****INCLUSIONS\***

(250 characters max)

**EXCLUSIONS\***

(250 characters max)



## COMMENTS

165

RENTAL ITEMS\* (250 characters max)

REMARKS FOR BROKERAGES (280 characters max) 1. Appear in the Brokerage Full Report in TorontoMLS and not on the Client Reports and are not published on the Internet.

Receivership sale. Buyer to verify information. For a marketing package/CA or to schedule a tour, please contact Leila Vidimlic (leila.vidimlic@cbre.com or 416-798-6214).

## FINANCIAL INFORMATION

20 FINANCIAL STATEMENT	21 CHATELS	22 FRANCHISE	23 DAYS OPEN	HOURS OPEN	24 EMPLOYEES
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	One <input type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four <input type="checkbox"/> Five <input type="checkbox"/> Six <input type="checkbox"/> Seven <input type="checkbox"/> Varies <input type="checkbox"/>		
25 SEATS	26 L.L.B.O.	BUSINESS/BUILDING NAME (37 characters)			TAXES EXPENSE
Yes <input type="checkbox"/> No <input type="checkbox"/>					
INSURANCE EXPENSE	MANAGEMENT EXPENSE	MAINTENANCE	HEAT EXPENSE	HYDRO EXPENSE	WATER EXPENSE
OTHER EXPENSE	GROSS INCOME/SALES	VACANCY ALLOWANCE	OPERATING EXPENSE	NET INCOME BEFORE DEBT	
EST. INV. VALUES AT COST	COMMON AREA UPCHARGE	PERCENTAGE RENT	EXPENSES	YEAR EXPENSES	
			Actual <input type="checkbox"/> Estimated <input type="checkbox"/>		
◆ COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)					

## BROKERAGE INFORMATION / OTHER

LISTING BROKERAGE	L.B. PHONE	416	674	7900
CBRE Limited	L.B. FAX NO.	416	674	6575
BROKER 1/SALESPERSON 1	BROKER 1/SALESPERSON 1 PHONE			
Evan S. White	416	798	6232	
BROKER 2/SALESPERSON 2	BROKER 2/SALESPERSON 2 PHONE			
Evan T. White	905	234	0377	
COMMISSION TO CO-OPERATING BROKERAGE				
2.0% of the Final Purchase Price Plus HST				

SPIS	ENERGY CERTIFICATION	CERTIFICATION LEVEL (25 characters)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

GREEN PROPERTY INFORMATION STATEMENT	DISTRIBUTE TO INTERNET	DISPLAY ADDRESS ON INTERNET	DISTRIBUTE TO DDF™/IDX	PERMISSION TO CONTACT LB TO ADVERTISE
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## APPOINTMENTS

THRU LB ONLY

OCCUPANCY (check 1)	CONTACT AFTER EXPIRED
<input type="checkbox"/> Owner/Tenant <input type="checkbox"/> Owner <input type="checkbox"/> Partial <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

VIRTUAL TOUR URL (100 characters)

## PHOTO OPTIONS

☐ Use photo from photo library ☒ Upload your own photo(s) ☐ No photo for this listing

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE

DocuSigned by:

7063309A0C24413

SIGNATURE

DATE 5/30/2024

DATE

FORM 590

REV. JANUARY 2023



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Page 4 of 4

CREA WEBForms®



**PRICE CODES**

FOR SALE  
GROSS LEASE  
NET LEASE  
OTHER

PER ACRE  
PER SQ. FT.  
PLUS STOCK  
SQ. FT. GROSS

SQ. FT. NET  
SQ. M. GROSS  
SQ. M. NET

**DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES**

2	<b>USE</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	<b>SHIPPING DOORS</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	<b>FREESTANDING</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office Farm; Land; Sale of Business	16	<b>ELEVATORS</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	<b>TOTAL LAND/BLDG. AREA</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	17	<b>PARKING/GARAGE</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land
5	<b>OFFICE/APT. AREA</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Office; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	<b>RAIL</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	<b>INDUSTRIAL AREA</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Industrial Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	<b>SEWERS</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Land Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	<b>RETAIL AREA</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Commercial/Retail; Store with Apartment/Office Farm; Industrial; Investment; Land; Office; Sale of Business	20	<b>FINANCIAL STATEMENT</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	<b>BASEMENT</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	<b>CHATELS</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	<b>CLEAR HEIGHT</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	<b>FRANCHISE</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	<b>SPRINKLERS</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Commercial/Retail; Industrial; Office; Store with Apartment/Office Farm; Investment; Land; Sale of Business	23	<b>DAYS OPEN</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	<b>UTILITIES</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	24	<b># EMPLOYEES</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	<b>WATER</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	For all	25	<b># SEATS</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	<b>AIR CONDITIONING</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land	26	<b>L.L.B.O.</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	<b>HEAT</b> <b>MANDATORY:</b> <b>OPTIONAL:</b>	Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Land			

# SALE

## COMMERCIAL

### MLS® DATA INFORMATION FORM

## Form 590

DS000007



### Listing Data Electronic Permission Fields

<b>GREEN PROPERTY INFORMATION STATEMENT</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DISTRIBUTE TO DDF™/IDX</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DISTRIBUTE TO INTERNET</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DISPLAY ADDRESS ON INTERNET</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>OPEN HOUSE NOTES</b> _____	<b>APPOINTMENTS</b> _____		<b>PERMISSION TO CONTACT LB TO ADVERTISE</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

The following chart is designed to explain how these two fields work in combination if a Brokerage subscribed to these Internet sites:

VOW - Virtual Office Website

REALTOR.ca - REALTOR® Website

IDX - Internet Data Exchange

DDF™ - Data Distribution Facility

DLA - Data License Agreement

Combination Check		Your Listing
Distribute to Internet	Yes	Goes to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes	
Distribute to Internet	Yes	Goes to: VOW, DLA, REALTOR.ca
Distribute to DDF™/IDX	No	Will not go to: IDX, DDF™
Distribute to Internet	No	Will not go to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes or No	

**PERMISSION TO CONTACT LB TO ADVERTISE**    ☐ Yes    ☐ No

**Important to note:** With the exception of the circumstances in the chart above, if a Brokerage wishes to advertise another Brokerage's listing, it must have a separate written permission from the Listing Brokerage's Broker of Record. If Permission to Contact LB to Advertise field says YES, you may contact the Listing Brokerage's Broker of Record to obtain permission to advertise their listing. If Permission to Contact LB to Advertise field says NO, that means that they will not be allowing other Brokerages to advertise their listing at all. If a written permission is not granted, the Brokerage advertising may be in violation of MLS® Rule R-430.

## **APPENDIX “I”**



# **Agreement of Purchase and Sale Commercial**

 This Agreement of Purchase and Sale dated this 14<sup>th</sup> day of August, 2024
**BUYER**, 2831450 Ontario Inc.,  
 (Full legal names of all Buyers), agrees to purchase from

**SELLER**, Deloitte Restructuring Inc., solely in its capacity as court-appointed receiver of 256 Victoria Street West ULC, the following  
 (Full legal names of all Sellers)

**REAL PROPERTY:**

 Address 256 Victoria Street West

fronting on the ..... side of .....

 in the Town of New Tecumseth (Alliston), in the Province of Ontario

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as .....

(Legal description of land including easements not described elsewhere) (the "property")

**PURCHASE PRICE:**

 Dollars (CDN\$)                     
                     Dollars

**DEPOSIT:** Buyer submits .....  
 (Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$) .....

 by negotiable cheque payable to..... "Deposit Holder"  
 to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes  
 of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance  
 of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place  
 the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**
**SCHEDULE(S) A, B, C and D** ..... **attached hereto form(s) part of this Agreement.**
**1. IRREVOCABILITY:** This offer shall be irrevocable by ..... until ..... on  
 (Seller/Buyer)

 the 14<sup>th</sup> day of August, 2024, after which time, if not accepted, this  
 offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of .....

 ....., 20..... Upon completion, vacant possession of the property shall be given to the Buyer  
 unless otherwise provided for in this Agreement. See Schedule A.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**


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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. ~~Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** .....  
None.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** .....  
None.

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:  
None.

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):




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- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of ..... 20.....  
 (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property; that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property; and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply or domestic utility or telephone services to the property or adjacent properties; (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in Section 5(a) of Schedule A paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property; and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge; and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):




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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** ~~The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.~~
- 17. RESIDENCY:** ~~(a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;~~  
~~(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.~~
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of ~~a bank draft, certified cheque or~~ wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** ~~Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.~~
- 23. UFFI:** ~~Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):




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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

DATE 8/16/2024

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

DATE

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

DATE

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... a.m./p.m this ..... day of....., 20.....

(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage ..... Tel.No. ....

(Salesperson / Broker Name)

Co-op/Buyer Brokerage ..... Tel.No. ....

(Salesperson / Broker Name)

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DATE .....  
(Seller)

DATE .....  
(Seller)

Address for Service .....

Tel.No. ....

Seller's Lawyer .....

Address .....

Email .....

Tel.No. .... FAX No. ....

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DATE .....  
(Buyer)

DATE .....  
(Buyer)

Address for Service .....

Tel.No. ....

Buyer's Lawyer .....

Address .....

Email .....

Tel.No. .... FAX No. ....

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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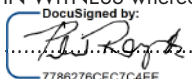
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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. 174  
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	..... (Buyer/Authorized Signing Officer)	● (Seal)	DATE .....
..... (Witness)	..... (Buyer/Authorized Signing Officer)	● (Seal)	DATE .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my hand and seal:		
..... (Witness)	<small>DocuSigned by:</small>  <small>7786276CFC7C4EE...</small> <b>Phil Reynolds</b> (Seller/Authorized Signing Officer)	● (Seal)	DATE .....
..... (Witness)	..... (Seller/Authorized Signing Officer)	● (Seal)	DATE .....

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness)	..... (Spouse)	● (Seal)	DATE .....
--------------------	-------------------	-------------	------------

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... a.m./p.m. this ..... day of ....., 20.....

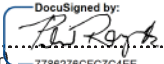
.....  
(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage .....	Tel.No. ....
..... (Salesperson / Broker Name)	
Co-op/Buyer Brokerage .....	Tel.No. ....
..... (Salesperson / Broker Name)	

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

<small>DocuSigned by:</small>  <small>7786276CFC7C4EE...</small> <b>Phil Reynolds</b> (Seller)	DATE .....
..... (Seller)	DATE .....
Address for Service .....	
.....	
Tel.No. ....	
Seller's Lawyer .....	
Address .....	
Email .....	
.....	
Tel.No. ....	FAX No. ....

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Buyer)	DATE .....
..... (Buyer)	DATE .....
Address for Service .....	
.....	
Tel.No. ....	
Buyer's Lawyer .....	
Address .....	
Email .....	
.....	
Tel.No. ....	FAX No. ....

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

.....  
(Authorized to bind the Listing Brokerage)

.....  
(Authorized to bind the Co-operating Brokerage)



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**SCHEDULE A  
ADDITIONAL PROVISIONS**

**THIS SCHEDULE A** is attached to and forms part of the Agreement of Purchase and Sale dated August 14, 2024 between **2831450 Ontario Inc.** (the "**Buyer**") and **Deloitte Restructuring Inc.**, solely in its capacity as court-appointed receiver of 256 Victoria Street West ULC (the "**Debtor**") and not in its personal or corporate capacity (the "**Seller**") for the purchase and sale (the "**Transaction**") of the property municipally described as 256 Victoria Street West, Alliston, Ontario (the "**Property**").

**1. Purchase of Property**

On the Completion Date, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Seller shall sell to the Buyer, and the Buyer shall purchase from the Seller, all of the Debtors' and the Seller's right, title and interest, if any, in and to the Property, to the extent and as provided for in the Approval and Vesting Order.

For the purposes of this Schedule, "**Approval and Vesting Order**" means an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") approving the transactions contemplated by this Agreement and vesting in the Buyer all of the Seller's and the Debtors' right, title and interest, if any, in and to the Property and free and clear of all encumbrances other than Permitted Encumbrances (being those encumbrances described in **Schedule C** ("**Permitted Encumbrances**")), a draft copy of which Approval and Vesting Order is attached as **Schedule D** hereto.

The Buyer and Seller shall use reasonable best efforts to cause the date on which the Transaction is completed (the "**Completion Date**") to occur on the day that is five (5) business days following the issuance of the Approval and Vesting Order but in any event, no later than thirty (30) days following the issuance of the Approval and Vesting Order or such other later date as the Buyer and Seller may agree (the "**Outside Date**").

**2. Payment of Purchase Price**

The Purchase Price for the Property shall be [REDACTED] (\$ [REDACTED]) plus all applicable sale taxes thereon which shall be paid to the Seller as follows:

- (a) Deposit of \$ [REDACTED] (the "**First Deposit**") payable to the Seller to be held in trust in an interest-bearing trust account within two (2) Business Days following delivery of the executed Purchase Agreement by the Buyer;
- (b) Deposit of \$ [REDACTED] (the "**Second Deposit**", together with the First Deposit, the "**Deposit**") payable to the Seller to be held in trust in an interest-bearing trust account within two (2) Business Days of delivery of the Due Diligence Notice.
- (c) Subject to adjustments, the balance of the Purchase Price shall be paid to the Seller on the Completion Date.

In addition to the Purchase Price, the Buyer shall be liable for and shall, at the closing of the Transaction, pay all applicable taxes, including any land transfer taxes and/or any goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada) ("**HST**"), in each case, payable upon or in connection with the Transaction and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement (the "**Transfer Taxes**").

### 3. Deposit

- (a) The Deposit shall be paid to the Seller, to be held in trust as a deposit in an interest-bearing trust account. The Deposit and any interest gained thereon shall be credited on the Completion Date on account of the Purchase Price. If the Transaction is not completed by the Outside Date other than by reason of the default of the Buyer, the Deposit and any interest gained thereon shall be returned to the Buyer forthwith without deduction or set-off, in full and final satisfaction of any claims or other recourse that the Buyer may have against the Seller under this Agreement or otherwise at law in connection with the Transaction, including specific performance, injunctive relief and any other equitable remedy, which claims, rights, remedies and recourse the Seller hereby expressly waives and disclaims.
- (b) If the Transaction is not completed by the Outside Date as a result of the default of the Buyer, the Deposit and any interest gained thereon shall be forfeited by the Buyer and retained by the Seller as liquidated damages in full and final satisfaction of any claims or other recourse that the Seller may have against the Buyer under this Agreement or otherwise at law in connection with the Transaction, including specific performance, injunctive relief and any other equitable remedy, which claims, rights, remedies and recourse the Seller hereby expressly waives and disclaims.
- (c) If the Seller is required to make a filing under the *Income Tax Act* (Canada) or to comply with any legal and reporting requirements of Canada Revenue Agency in respect of the investment of the Deposit, the Buyer and the Seller shall provide any information reasonably required to complete such a filing, including without limitation the Seller's standard form trust and beneficiary disclosure agreement, and shall forthwith cover any reasonable costs associated with making the filing.

### 4. Approval and Vesting Order

- (a) The Parties acknowledge and agree that:
  - (i) this Agreement is subject the issuance of the Approval and Vesting Order; and
  - (ii) upon the Seller's execution of this Agreement, and the Seller's receipt of the Second Deposit, the Seller shall file with the Court, as soon as reasonably practicable thereafter, a motion seeking the Court's issuance of the Approval and Vesting Order. The Buyer shall cooperate with the Seller in its efforts to obtain the issuance and entry of the Approval and Vesting Order. The Buyer, at its own expense, will promptly provide to the Seller all such information within its possession or under its control as the Seller may reasonably request to obtain the Approval and Vesting Order.
- (b) The Buyer shall deliver, prior to the Seller's filing with the Court of the motion seeking the Court's issuance of the Approval and Vesting Order, a written direction from the Buyer calling for and directing title to the Property to be transferred to the Buyer, or one or more designees as permitted pursuant to Section 14, and the Seller shall transfer title on the Completion Date in accordance with such direction.

### 5. Due Diligence Period

- (a) The Buyer shall have until 5:00 p.m. (Toronto time) on the date that is forty-five (45) days from the date of execution and delivery of this Agreement (the "**Due Diligence Period**") to conduct its Due Diligence (as hereinafter defined) relating to the Property (the "**Due Diligence Condition**"). All tests and inspections relating to the Property shall be conducted at the sole risk and expense of the Buyer and shall be conducted in a manner that minimizes interference with the use of the Property. The Buyer, at its expense, shall promptly repair in a good and workmanlike manner, any resulting damage caused from any such inspections and tests, and shall indemnify the Seller for the actual costs to repair any damage caused by such tests and inspections.



- (b) During the Due Diligence Period, Buyer and Buyer's authorized representatives shall have access to the Property from time to time, upon at least two (2) business days' prior written notice, to examine the Property and to carry out, at Buyer's expense, such appraisals, measurements, and non-intrusive inspections as described in Section 5(a). The Buyer shall be permitted to carry out any and all commercially reasonable physical inspections, soil tests and environmental audits and tests as would a reasonable and prudent buyer of a similar property, without the prior consent of the Seller, but subject to the requisite notice required in this paragraph; provided, however, that any invasive or intrusive test, inspection or audit shall be subject to the Seller's prior written consent, not to be unreasonably withheld. The Seller or its representative may accompany the Buyer and its representatives during any such inspections, tests and audits. Prior to entering the Property for any inspections contemplated in this Section 5, the Buyer or its contractor shall provide to the Seller a certificate of insurance evidencing that the Buyer or its contractor has insurance (including liability insurance) in place satisfactory to the Seller, in its reasonable discretion.
- (c) The obligation of the Buyer to complete the transactions contemplated by this Agreement on the Completion Date shall be subject to the condition that on or before the expiry of the Due Diligence Period, the Buyer shall have given written notice (the "**Diligence Notice**") to the Seller that the Buyer has satisfied itself with respect to its title and off title due diligence, the physical condition of the building located on the Property and environmental condition of the Property (the "**Due Diligence**"). The Due Diligence Condition is for the sole benefit of the Buyer and may be waived by the Buyer at any time prior to the expiry of the Due Diligence Period. In the event that the Buyer is not satisfied with its Due Diligence with respect to the Property and has not delivered the Diligence Notice within the time period ascribed above, the Due Diligence Condition will be deemed not to have been satisfied or waived, this Agreement shall be null and void and of no further force or effect whatsoever, each party shall be released from all of its liabilities and obligations under this Agreement (except those which are stated to survive) and the First Deposit and interest shall be returned to the Buyer.

#### 6. Buyer's Financing Condition

- (a) The parties acknowledge and agree that the obligation of the Buyer to complete the transaction contemplated by this Agreement shall be subject to the Buyer arranging, at the Buyer's own expense, for a mortgage financing commitment for the transaction contemplated by this Agreement on terms and conditions acceptable to the Buyer in its reasonable discretion (the "**Financing Condition**").
- (b) The Buyer shall have until the expiry of the Due Diligence Period to satisfy itself with respect to the Financing Condition. The Financing Condition is for the sole benefit of the Buyer and may be waived by the Buyer at any time prior to the expiry of the Due Diligence Period. In the event that the Buyer does not provide written notice to the Seller during the Due Diligence Period that it has satisfied itself or waived the Financing Condition (the "**Financing Notice**"), then this Agreement shall be null and void and of no further force or effect whatsoever, each party shall be released from all of its liabilities and obligations under this Agreement (except those which are stated to survive) and the First Deposit and interest shall be returned to the Buyer.

#### 7. Representations and Warranties of Buyer

The Buyer represents and warrants to and in favour of the Seller that:

- (a) Corporate Status. The Buyer is a corporation incorporated, organized subsisting under the laws of Ontario and has the requisite corporate power, authority, right and capacity to enter into, execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein, and to perform and carry out the Transaction in the manner contemplated by this Agreement;

- (b) Authorization. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of the Buyer and constitutes a valid and legally binding obligation of the Buyer. The execution and delivery of and all other agreements and instruments to be executed by it as contemplated herein, and the completion of the Transaction in the manner contemplated by this Agreement have been or will, by the Completion Date, be duly authorized by all necessary corporate action on the part of the Buyer;
- (c) Approvals. No consent, waiver, authorization or approval of any person and no notice or declaration to or filing or registration with any governmental authority is required in connection with the execution and delivery by the Buyer of this Agreement or all other agreements and instruments to be executed by the Buyer or the performance by the Buyer of its obligations hereunder or thereunder.
- (d) Enforceability of Obligations. This Agreement constitutes a valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms. There is no legal proceeding in progress, pending against or threatened against or affecting the Buyer, and there are no grounds on which any such legal proceeding might be commenced and there is no order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any governmental authority outstanding against or affecting the Buyer which, in any such case, affects adversely or might affect adversely the ability of the Buyer to enter into this Agreement or to perform its obligations hereunder.
- (e) Investment Canada. The Buyer is not a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada), or, if the Buyer is a "non-Canadian", the Buyer is a "WTO investor" within the meaning of the *Investment Canada Act* (Canada).
- (f) Excise Tax Act. The Buyer is, or upon the Completion Date shall be, registered for HST purposes under Part IX of the *Excise Tax Act* (Canada), and shall provide its registration number to the Seller at or prior to the Completion Date.
- (g) Commissions. The Seller will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by the Buyer, save and except for the commission payable to the Buyer's brokerage, being CBRE Limited. For greater clarity, the Seller will be responsible for the payment of any and all commissions to the Buyer's brokerage, CBRE Limited, in connection with the Transaction.
- (h) Sufficient Funds. Subject to the Buyer's waiver of the Buyer's Financing Condition in paragraph 6 above, the Buyer has sufficient financial resources or has arranged sufficient financing for it, on the Completion Date (which financing is not subject to any conditions other than the conditions to the closing of the Transaction set out herein), to pay the balance of the Purchase Price and the Transfer Taxes payable on the Completion Date and any and all other amounts payable by the Buyer, if any, pursuant to this Agreement.

The representations and warranties contained in this Agreement shall not merge on the closing of the Transaction but shall continue in full force and effect for the benefit of the Seller for a period of 12 months following the Completion Date.

#### 8. Representations and Warranties of Seller

The Seller represents and warrants to and in favour of the Buyer that, as of the date of this Agreement and as of the Completion Date:



- (a) Enforceability of Obligations. Subject to the Approval and Vesting Order having been granted, this Agreement constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.
- (b) Income Tax Act. The Debtor is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada).
- (c) Excise Tax Act. The Debtor is registered for HST purposes under Part IX of the *Excise Tax Act* (Canada) and its HST number is 745693077 RT 0002.
- (d) Commissions. The Buyer will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement.
- (e) Construction Liens. to the extent that the Seller has retained any person to perform work or services, or to supply or furnish materials to the Property, then all accounts or for such work and services performed or materials placed or furnished upon or in respect of any improvements to the Property will have been fully paid by the Completion Date or the Seller shall remain responsible for any such accounts.

None of the representations and warranties of the Seller contained in this Agreement shall survive the Completion Date and, subject to Section 3, the Buyer's sole recourse for any breach of representation or warranty of the Seller in this Section 8 shall be for the Buyer not to complete the Transaction and the Buyer shall have no recourse or claim of any kind against the Seller, or the proceeds of the Transaction following the Completion Date.

#### 9. "As Is, Where Is"

The Buyer acknowledges and agrees that in entering into this Agreement and completing the Transaction, the Buyer has relied and will continue to rely solely upon its own inspections, investigations and other due diligence with respect to the Property, and the Property is being purchased and assumed by Buyer on an "as is, where is" basis as of the Completion Date, at Buyer's sole risk and peril, and without any representation or warranty, whether express or implied by this Agreement or at law, by Seller or Debtor of any nature or kind whatsoever respecting the Property or any matter relating thereto (including, without limitation, the environmental condition of the Property or the existence of any work orders or deficiency notices with respect to the Property). Further, the Buyer acknowledges that all information (written or oral) obtained by the Buyer from the Seller, the Debtor or any director, officer, employee, consultant, subcontractor, financial adviser, legal counsel, accountant and other agent, adviser or representative thereof (each a "**Representative**") with respect to the Property has been obtained from such person for the convenience of the Buyer and is not warranted to be accurate or complete and does not form part of the terms of this Agreement. Without limiting the generality of the foregoing, the Buyer acknowledges that it accepts the Property subject to the environmental condition and any hazardous substances. This Section 9 shall survive completion or the termination of this Agreement.

Except as otherwise expressly provided in this Agreement, the Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights or claims it might have against the Seller, the Debtor or any of their Representatives pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties of the Seller expressly set forth in Section 8. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

This Section 9 shall not merge on the closing of the Transaction and is deemed incorporated by reference in all closing documents and deliveries.

Handwritten signature and initials in blue ink, including a large 'K' and a circled 'PB'.

#### 10. Seller's Closing Documents

On or before the Completion Date, subject to the provisions of this Agreement, the Seller shall deliver or cause to be delivered to the Buyer's solicitors the following items:

- (a) a copy of the Approval and vesting Order;
- (b) a statement of adjustments (the "**Statement of Adjustments**"); and
- (c) a bring-down certificate executed by the Seller dated as of the Completion Date, in form and substance satisfactory to the Buyer, acting reasonably, certifying that (i) all of the representations and warranties of the Seller hereunder remain true and correct in all material respects as of the Completion Date as if made on and as of such date or, if made as of a date specified therein, as of such date, and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Seller on or prior to the closing of the Transaction have been complied with or performed by the Seller in all material respects.

#### 11. Buyer's Closing Documents

On or before the Completion Date, subject to the provisions of this Agreement, the Buyer shall deliver or cause to be delivered to the Seller's solicitors the following items:

- (a) the balance of the Purchase Price, as adjusted, and as set forth in Section 2;
- (b) the payment of all Transfer Taxes to the applicable governmental authority required to be paid on the Completion Date;
- (c) a bring-down certificate executed by the Buyer or a senior officer of the Buyer, if applicable, dated as of the Completion Date, in form and substance satisfactory to the Seller, acting reasonably, certifying that (i) all of the representations and warranties of the Buyer hereunder remain true and correct in all material respects as of the Completion Date as if made on and as of such date or, if made as of a date specified therein, as of such date, and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Seller at or prior to the Completion Date have been complied with or performed by the Buyer in all material respects;
- (d) the direction of the Buyer contemplated in Section 4(b) (which shall have been delivered prior to the Seller's filing with the Court of the motion seeking the Court's issuance of the Approval and Vesting Order, in accordance with Section 4(a)(ii)); and
- (e) such other agreements, documents and instruments as may be required and that the Seller has reasonably requested on or before the Completion Date to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably, provided that none of the Buyer's closing deliveries shall contain covenants, representations or warranties which are in addition to or more onerous upon the Buyer than those expressly set out in this Agreement.

#### 12. Conditions of Closing

- (a) Buyer's Conditions. The Buyer shall not be obligated to complete the Transaction unless, at or before the Completion Date, each of the conditions listed below in this Section 11(a) have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Buyer, and may be waived by the Buyer in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall only be binding on the Buyer if made in writing:

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.



- (i) *Court Approval.* The Approval and Vesting Order shall have been issued and entered by the Court.
  - (ii) *Seller's Deliveries.* The Seller shall have executed and delivered or caused to have been executed and delivered to the Buyer at the Completion Date all the documents contemplated in Section 10.
  - (iii) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 8 shall be materially true and correct (i) as of the Completion Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date.
  - (iv) *No Breach of Covenants.* The Seller shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Seller on or before the closing of the Transaction.
- (b) Seller's Conditions. The Seller shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Completion Date, each of the conditions listed below in this Section 12(b) have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Seller and may be waived by the Seller in whole or in part, without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall only be binding on the Seller if made in writing.
- (i) *Court Approval.* The Approval and Vesting Order shall have been issued and entered by the Court.
  - (ii) *Buyer's Deliverables.* The Buyer shall have executed and delivered or caused to have been executed and delivered to the Seller at the Completion Date all the documents and payments contemplated in Section 11.
  - (iii) *No Violation of Orders or Law.* Prior to the Completion Date, no governmental authority shall have enacted, issued or promulgated any order or law which has the effect of (i) making any of the Transaction illegal, or (ii) otherwise prohibiting, preventing or restraining the consummation of any part or parts of the Transaction.
  - (iv) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 7 shall be materially true and correct (i) as of the Completion Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date.
  - (v) *No Breach of Covenants.* The Buyer shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Buyer, on or before the closing of the Transaction.
- (c) Receiver's Certificate. When the conditions to the closing of the Transaction set out in Section 12(a), have been satisfied and/or waived by the Buyer, the Buyer will deliver to the Seller written confirmation that such conditions, as applicable, have been satisfied and/or waived (the "**Conditions Certificate**"). Upon (a) receipt of payment in full of the balance of the Buyer Price, (b) receipt of the Conditions Certificate and (c) being satisfied that the conditions of closing set out in Section 12(b) have been satisfied and/or waived by the Seller the Seller shall promptly issue a certificate to the Buyer substantially in the form attached to the Approval and Vesting Order attached hereto as Schedule D (the "**Receiver's Certificate**"), at which time the closing will be deemed to have occurred and registration may be effected. The parties hereby acknowledge and agree that the Seller shall be entitled to file with the Court the Receiver's Certificate. The Seller shall have no liability to the Buyer or any other person as a result of filing the Receiver's

Handwritten signature and initials in blue ink, including a large '10' and a circled 'PB'.

Final Certificate. In the case of clauses (i) and (ii), above, the Seller will be relying exclusively on the basis of the Conditions Certificate and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

13. **Notices.**

- (a) **Mode of Giving Notice.** Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service, or (iii) sent by e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

if to the Seller to:

Deloitte Restructuring Inc.  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
Toronto, ON M5H 0A9

Attention: Phil Reynolds  
Email: [philreynolds@deloitte.ca](mailto:philreynolds@deloitte.ca)

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

Blake, Cassels & Graydon LLP  
199 Bay Street, Suite 4000  
Toronto, ON, Canada M5L 1A9

Attention: Caitlin McIntyre and Elizabeth Earon  
Email: [caitlin.mcintyre@blakes.com](mailto:caitlin.mcintyre@blakes.com); [elizabeth.earon@blakes.com](mailto:elizabeth.earon@blakes.com)

if to the Buyer, to:

2831450 Ontario Inc.  
60 Ashwarren Road  
North York, ON  
M3J 1Z5

Attention: Paul Racco  
Email: [paul@ramiron.com](mailto:paul@ramiron.com)

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

Capo Clark Professional Corporation  
216 Chrislea Road, Suite 502  
Woodbridge, Ontario 4L 8S5

Attention: Venessa Capo  
Email: [vcapo@capoclarklaw.ca](mailto:vcapo@capoclarklaw.ca)

- (b) **Deemed Delivery of Notice.** Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day.

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- (c) Change of Address. Any party may from time to time change its address under this Section 13 by notice to the other Party given in the manner provided by this Section 13(a).

14. **Assignment**

the Buyer may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement. Notwithstanding, the preceding sentence, prior to the issuance of the Approval and Vesting Order, the Buyer may assign all of its rights and obligations under this Agreement to an Affiliate, provided that (i) the Buyer shall remain liable to perform all of its obligations hereunder, and (ii) the Buyer and its assignee execute and deliver to the Seller an assignment and assumption agreement, in form and substance satisfactory to the Seller, evidencing such assignment. For the purposes of this Section 14, "Affiliate" means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and includes any person in like relation to an Affiliate. A person shall be deemed to "control" another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" shall have a similar meaning.

15. **Survival**

All representations, warranties, covenants and agreements of the Seller made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall merge and shall not survive the closing of the Transaction except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the closing, or as otherwise expressly provided in this Agreement. For greater certainty, the following sections shall survive closing of the Transaction: 7, 9, 12(c), 14, 16, 18 and 19.

16. **Post-Closing Wind-Up of Receivership and Bankruptcy Proceedings**

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall operate to restrict in any way the rights of the Seller to distribute any of the Debtors' assets or otherwise wind up any subsequent receivership or bankruptcy proceedings as it may determine in its sole discretion after the Completion Date, even if doing so may impair the Seller's ability to provide or perform any further cooperation, assistance or further assurances as may otherwise be provided under this Agreement.

17. **Dispute Resolution**

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach of this Agreement, such dispute shall be determined by the Court or in such other manner as the Court may direct. Without prejudice to the ability of the Seller or the Buyer to enforce this Agreement in any other proper jurisdiction, the Buyer and the Seller irrevocably submit and attorn to the non-exclusive jurisdiction of the Court.

18. **Attornment**

Each Party agrees (i) that any legal proceeding relating to this Agreement must be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (ii) that it irrevocably waives any right to, and shall not, oppose any such legal proceeding in the Province of Ontario on any jurisdictional basis, including *forum non conveniens*; and (iii) not to oppose the enforcement against it in any other jurisdiction of any order duly obtained from the Court as contemplated by this Section 18. Each party agrees that service of process on such party at the address as provided in the Agreement to which this Schedule is attached shall be deemed effective service of process on such party.

19. **Seller's Capacity**

The Buyer acknowledges and agrees that Deloitte Restructuring Inc., acting in its capacity as the court-appointed receiver of the Debtor, will have no liability in connection with this Agreement whatsoever in its personal or corporate capacity.

20. **Entire Agreement**

This Agreement and the agreements contemplated hereby constitute the entire agreement between the parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written (including any letter of intent or expression of interest submitted by the Buyer). There are no conditions, representations, warranties, obligations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

21. **Seller Disclosures**

The Seller shall be entitled to disclose this Agreement and all information provided by the Buyer in connection herewith to the Court and to the parties in interest to the proceedings in connection with the receivership of the Debtors, and to publish this Agreement on the Seller's website. The parties will consult with and be cooperative with each other in respect of any press release or public statement or public communication with respect to this Agreement or the Transaction.

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**SCHEDULE B**  
**THE PROPERTY**

**256 Victoria Street West, Alliston, Ontario**

PIN 58191-0246 (LT): FIRSTLY: PART LOTS 1 & 2 CONCESSION 7 TOSORONTIO; PART LOT 24 SOUTH SIDE WELLINGTON ST PLAN 268; LOT 19 & PART LOTS 20, 21 & 22 NORTH SIDE WELLINGTON ST PLAN 268; LOT 14 EAST SIDE WILLIAM ST PLAN 268; LOT 15 & PART LOT 16 SOUTH SIDE RESERVE PLAN 268; PART WELLINGTON ST, PART WILLIAM ST & PART OF RESERVE PLAN 268 AS CLOSED BY BYLAW RO1299284; ALL BEING PARTS 1 & 2 PLAN 51R27569 SAVE & EXCEPT PARTS 1, 9 & 10 PLAN 51R28296 & SAVE AND EXCEPT PARTS 1 & 2 PLAN 51R41792; SUBJECT TO RO1188992 TRANSFERRED BY RO1189956; SUBJECT TO EASEMENT OVER PARTS 1 & 2 PLAN 51R28169 AS IN LT381359, LT381953, LT381954; SECONDLY: PART LOT 1 CONCESSION 7 TOSORONTIO BEING PART 1 PLAN 51R28460;; TOWN OF NEW TECUMSETH.



**SCHEDULE C**  
**PERMITTED ENCUMBRANCES**

- (a) Encumbrances for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and municipal utilities in connection with the Property that have accrued but are not yet due and owing.
- (b) Construction, mechanics', carriers', workers', repairers', storers' or other similar liens or encumbrances (inchoate or otherwise) if individually or in the aggregate: (i) they arose or were incurred in the ordinary course of business; (ii) they have not been filed, recorded or registered in accordance with applicable law; (iii) notice of them has not been given to the Debtors or the Seller; and (iv) the indebtedness secured by them is not in arrears.
- (c) Registered agreements with any governmental authorities or public utilities, including subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements.
- (d) Registered restrictive covenants, private deed restrictions, leases, notices of lease, easements, covenants, rights of way and other restrictions, including, with limitation: (i) registered easements on real property for the supply of utilities or telephone services and for drainage, storm or sanitary sewers, public utilities lines, telephone lines, cable television lines or other services; and (ii) registered easements or rights-of-way for the passage, ingress and egress of persons and vehicles over parts of the Property.
- (e) Facility cost sharing, servicing, parking, reciprocal and other similar agreements with neighbouring landowners and/or governmental authorities.
- (f) Any encroachments by any structure located on the Property onto any adjoining lands and any encroachment by any structure located on adjoining lands onto the Property.
- (g) Title defects or irregularities, unregistered easements or rights of way, and other unregistered restrictions or discrepancies affecting the use of the Property.
- (h) The provisions of applicable laws, including by-laws, regulations, airport zoning regulations, ordinances and similar instruments relating to development and zoning, and any reservations, exceptions, limitations, provisos and conditions contained in the original Crown grant or patent.
- (i) Instrument No. RO1299284, being a By-law;
- (j) Instrument No. RO1188992, being a subject to interest set out in the property description as transferred by Instrument No. RO1189956;
- (k) Instrument No. RO184647 registered on May 22, 1964, being a By-law;
- (l) Instrument No. LT381359 registered on March 26, 1999, being a transfer of easement in favour of 1315084 Ontario Inc.;
- (m) Instrument No. LT381953 registered on March 31, 1999, being a transfer of easement in favour of Alliston Mills Limited; and
- (n) Instrument No. LT381954 registered on March 31, 1999, being a transfer of easement in favour of Alliston Mills (1997) Limited.

**SCHEDULE D**  
**FORM OF APPROVAL AND VESTING ORDER**

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

THE HONOURABLE	)	WEEKDAY, THE #
	)	
JUSTICE	)	DAY OF MONTH, 20YR

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

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of 256 Victoria Street West ULC (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and 2831450 Ontario Inc. (the "**Purchaser**") dated August 14, 2024 and appended to the Report of the Receiver dated [DATE] (the "**Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the property described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at [330 University Avenue, Toronto, Ontario].

ON READING the Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:



1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets (the "**Real Property**") shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Black dated April 23, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject Real Property in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.



6. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. 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.

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## Schedule A – Form of Receiver's Certificate

Court File No. \_\_\_\_\_

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

256 VICTORIA STREET WEST ULC

Defendant

## RECEIVER'S CERTIFICATE

## RECITALS

A. Pursuant to an Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the "**Court**") dated April 23, 2024, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of 256 Victoria Street West ULC (the "**Debtor**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "**Sale Agreement**") between the Receiver and 2831450 Ontario Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section [10] of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Completion Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section **[10]** of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**DELOITTE RESTRUCTURING INC., in its capacity  
as Receiver of the undertaking, property and  
assets of 256 Victoria Street West ULC, and not  
in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:



**Schedule B – Purchased Assets****256 Victoria Street West, Alliston, Ontario**

PIN 58191-0246 (LT): FIRSTLY: PART LOTS 1 & 2 CONCESSION 7 TOSORONTIO; PART LOT 24 SOUTH SIDE WELLINGTON ST PLAN 268; LOT 19 & PART LOTS 20, 21 & 22 NORTH SIDE WELLINGTON ST PLAN 268; LOT 14 EAST SIDE WILLIAM ST PLAN 268; LOT 15 & PART LOT 16 SOUTH SIDE RESERVE PLAN 268; PART WELLINGTON ST, PART WILLIAM ST & PART OF RESERVE PLAN 268 AS CLOSED BY BYLAW RO1299284; ALL BEING PARTS 1 & 2 PLAN 51R27569 SAVE & EXCEPT PARTS 1, 9 & 10 PLAN 51R28296 & SAVE AND EXCEPT PARTS 1 & 2 PLAN 51R41792; SUBJECT TO RO1188992 TRANSFERRED BY RO1189956; SUBJECT TO EASEMENT OVER PARTS 1 & 2 PLAN 51R28169 AS IN LT381359, LT381953, LT381954; SECONDLY: PART LOT 1 CONCESSION 7 TOSORONTIO BEING PART 1 PLAN 51R28460;; TOWN OF NEW TECUMSETH.





**Schedule C – Claims to be deleted and expunged from title to Real Property**

<b>Instrument No.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
SC1666959	2020/03/09	Transfer	\$4,100,000,000	Peter Thomson & Sons Inc.	256 Victoria Street West ULC
SC1814003	2021/08/12	Charge	\$4,500,000	256 Victoria Street West ULC	HSBC Bank Canada
SC1814004	2021/08/12	Notice of Assignment of Rents-General		256 Victoria Street West ULC	HSBC Bank Canada
SC1922458	2022/08/16	Notice	\$2.00	256 Victoria Street West ULC	HSBC Bank Canada

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

**[To list all permitted encumbrances referred to in Schedule C of the Sale  
Agreement]**

<b>Instrument No.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
RO1299284 (shown in property description)		By-law			
RO1188992 (shown in property description)					
RO1189956 (shown in property description)					
RO184647	May 22, 1964	By-law			
51R9785	1980/09/23	Plan Reference			
51R22912	1992/04/13	Plan Reference			
51R23477	1992/12/03	Plan Reference			
51R24429	1994/01/26	Plan Reference			
51R25753	1995/10/04	Plan Reference			
51R27569	1998/04/02	Plan Reference			
51R28169	1998/11/04	Plan Reference			
LT381359	1999/03/26	Transfer Easement		Peter Thomson & Sons (1990) Ltd.	1315084 Ontario Inc.
LT381953	1999/03/31	Transfer Easement	\$2.00	Peter Thomson & Sons (1990) Ltd.	Alliston Mills Limited
LT381954	1999/03/31	Transfer Easement	\$2.00	Peter Thomson & Sons (1990) Ltd.	Alliston Mills (1997) Limited

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51R42322	2019/12/17	Plan Reference			
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A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains some illegible text and a central emblem.

## **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 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. Pursuant to the terms of the Appointment Orders, the Receiver is to be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The terms of the Appointment Order further provide that the Receiver shall pass its accounts from time to time.

5. The Receiver’s fees and disbursements for the period from March 5, 2024 to August 31, 2024 are summarized in the invoices rendered by the Receiver (the “**Invoices**”). The Invoices

6. 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 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"**.

7. As set out in the summary included at Exhibit "A", the Receiver expended a total of 2,689.1 hours at an average hourly rate of \$419.36.

8. Attached hereto and marked as **Exhibit "B"** is a summary of the timekeepers whose services are reflected on the Invoices, including hourly rate and the total fees and hours billed.

9. The total amount being claimed for the work performed by the Receiver for the period from March 5, 2024 to August 31, 2024 is \$1,423,864.14, including \$1,127,690.00 for fees, \$53,786.46 for taxable disbursements, \$78,580.30 for administrative expenses, and \$163,807.36 for HST.

9. 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 Phil Reynolds of the City of Toronto,  
before me at the City of Burlington, in the  
Regional Municipality of Halton, on  
September 26, 2024, in accordance with  
O.Reg.431/20, Administering Oath or  
Declaration Remotely



A Commissioner for Taking Affidavits, etc.

Caitlin McIntyre, LSO #72306R



**PHIL REYNOLDS**



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

Affidavit of Phil Reynolds

sworn before me by video conference  
this 26<sup>th</sup> day of September, 2024

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

A Commissioner, etc.

**SUMMARY OF INVOICES OF THE RECEIVER**  
**(Period from March 1, 2024 to August 31, 2024)**

Period Ending	Number	Fees	Disb. Subject to HST	Administrative Expense	Subtotal	HST	Total	Hours
March 13, 2024	8004645806	\$24,897.50	\$1,648.52	\$1,742.83	\$28,288.85	\$3,677.55	\$31,966.40	37.7
March 31, 2024	8004672160	\$300,952.50	\$0.00	\$21,066.68	\$322,019.18	\$41,862.49	\$363,881.67	664.9
April 15, 2024	8004740912	\$195,650.00	\$4,477.77	\$13,695.50	\$213,823.27	\$27,797.03	\$241,620.30	465.9
April 30, 2024	8004754947	\$7,262.50	\$79.07	\$508.38	\$7,849.95	\$1,020.49	\$8,870.44	9.5
April 30, 2024	8004846875	\$185,137.50	\$4,099.23	\$12,959.63	\$202,196.36	\$26,285.53	\$228,481.89	457.2
May 17, 2024	8004846862	\$134,032.50	\$13,444.95	\$9,382.28	\$156,859.73	\$20,391.76	\$177,251.49	341.6
May 31, 2024	8004948377	\$15,087.50	\$0.00	\$1,056.13	\$16,143.63	\$2,098.67	\$18,242.30	20.1
May 31, 2024	8004918960	\$5,115.00	\$0.00	\$0.00	\$5,115.00	\$664.95	\$5,779.95	10.4
May 31, 2024	8004948379	\$41,312.50	\$20,515.76	\$2,891.88	\$64,720.14	\$8,413.62	\$73,133.76	101.1
June 30, 2024	8005082931	\$64,327.50	\$1,305.09	\$4,502.93	\$70,135.52	\$9,117.62	\$79,253.14	165.7
July 31, 2024	8005203576	\$82,922.50	\$3,314.36	\$5,804.58	\$92,041.44	\$11,965.39	\$104,006.83	225.5
August 31, 2024	8005204392	\$70,992.50	\$4,901.71	\$4,969.48	\$80,863.69	\$10,512.28	\$91,375.97	189.5
<b>Totals:</b>		<b>\$1,127,690.00</b>	<b>\$53,786.46</b>	<b>\$78,580.30</b>	<b>\$1,260,056.76</b>	<b>\$163,807.38</b>	<b>\$1,423,864.14</b>	<b>2,689.1</b>

**Average Hourly Rate:**

**\$419.36**



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

## Invoice 8004645806

### 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 08, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

GST/HST Registration: 12289 3605 RT0001  
QST Registration: 1000870419 TQ0002

### For professional services rendered

### Fees

In connection to our engagement letter dated January 19, 2024, for the period March 1, 2024 to March 31, 2024.

Please see attached appendices for details.

HST applicable	24,897.50
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### Expense

Out-of-pocket Expenses.

HST applicable	1,648.52
Administrative Expense	1,742.83

### Sales Tax

HST at 13.00 %	3,677.55
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<b>Total Amount Due (CAD)</b>	<b>31,966.40</b>
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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	8004645806	31,966.40	Payment for invoice 8004645806

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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	20.5	775.00	15,887.50
Williams, Richard	Director	9.2	675.00	6,210.00
Berardi, Gianluca	Senior	8.0	350.00	2,800.00
<b>Total Professional Hours and Fees</b>		<b>37.7</b>		<b>24,897.50</b>
Out-of-pocket Expenses				1,648.52
<b>Total Fees and Expenses (CAD)</b>				<b>26,546.02</b>


**Appendix #2**
**Work performed from March 1, 2024 to March 31, 2024**

Date	Name	Narrative	Hours
3/1/2024	Williams, Richard	Call with landlord, review emails re US property.	0.8
3/1/2024	Reynolds, Philip	Attend call with Blakes, Faskens and Canadian and US counsel to US landlord.	0.5
3/2/2024	Reynolds, Philip	Discuss [REDACTED]; review emails from McMillan re: same vis a vis adjournment to March 12; review email form US Landlord's counsel re: [REDACTED]; various discussions and emails related thereto.	2.0
3/4/2024	Williams, Richard	Email L. Rogers re US counsel. Review reporting letter, inclusive of correspondence from US counsel. Review emails between Fasken and landlord counsel.	0.7
3/5/2024	Williams, Richard	Emails M. Stephenson, L. Rogers re US counsel.	0.2
3/6/2024	Williams, Richard	Emails J. Grossman. T/c with landlord. Call w/ Tiger.	0.9
3/6/2024	Reynolds, Philip	Prepare for and attend call with P. Grossman (US Landlord) and counsel.	1.0
3/7/2024	Williams, Richard	Review proposed schedule of US assets for receivership order and emails M. Stephenson. Emails C. Farrell, P. Grossman re site visit.	1.0
3/7/2024	Berardi, Gianluca	Review and summarization of 96 emails related to [REDACTED].	7.5
3/8/2024	Williams, Richard	T/c and emails with US counsel and Blakes re US assets. Upload files to data room. Emails P. Dawson, J. Coelho re site visit.	1.0
3/8/2024	Berardi, Gianluca	Continuation of the review and summarization of 96 emails related to [REDACTED].	0.5
3/10/2024	Reynolds, Philip	Review of correspondence between [REDACTED].	1.0
3/11/2024	Williams, Richard	Emails M. Stephenson re [REDACTED]. Update workplan. Finalize EL for Perkins Coie and email T. Moss. T/c McMillan, Fasken Blakes. Review emails re US order.	1.1
3/12/2024	Williams, Richard	Emails with US landlord and counsel. Discussions with W. Karwala [REDACTED].	0.8

Date	Name	Narrative	Hours
3/12/2024	Reynolds, Philip	Review further correspondence and materials regarding [REDACTED]	1.0
3/13/2024	Williams, Richard	Email T. Moss re court hearings, progress on [REDACTED]. Emails W. Karwala, P. Reynolds re [REDACTED]. T/c P. Reynolds re site inspection. Call w/ Blakes, Perkins Coie re [REDACTED].	0.9
3/13/2024	Reynolds, Philip	Travel to/from Norwich; tour premises; discussions with new tenant at 40 Wisconsin; discussion with Tiger Group; review [REDACTED]; discussion with Perkins and Blakes re: U [REDACTED].	8.0
3/14/2024	Reynolds, Philip	Call with Tiger group re: [REDACTED].	0.5
3/15/2024	Williams, Richard	Review [REDACTED].	0.3
3/15/2024	Reynolds, Philip	Review [REDACTED] ty; review US counsel (Perkins) reporting on [REDACTED].	1.0
3/18/2024	Williams, Richard	Emails T. Moss.	0.2
3/19/2024	Reynolds, Philip	Review [REDACTED] [REDACTED]. Discuss same with R. Spurgeon.	1.5
3/20/2024	Williams, Richard	Review Perkins Coie memo and emails T. Moss, R. Spurgeon. T/c and emails with parties interested in [REDACTED].	0.8
3/22/2024	Reynolds, Philip	Attend call with Blakes re: [REDACTED] S; review Perkins Coie memo [REDACTED] and supporting documentation.	2.5
3/25/2024	Reynolds, Philip	Review documentation supporting Perkins memo re: [REDACTED] [REDACTED].	1.0
3/28/2024	Williams, Richard	Emails US counsel re [REDACTED].	0.2
3/28/2024	Reynolds, Philip	Review [REDACTED] memo prepared by Perkins Coie.	0.5
3/29/2024	Williams, Richard	Review updated Perkins memo on [REDACTED].	0.3
<b>Total</b>			<b>37.7</b>



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

## Invoice 8004672160

### 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 16, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1012314163TQ0001

### For professional services rendered

### Fees

In connection to our engagement letter dated January 19, 2024, for the period March 13, 2024 to March 31, 2024.

Please see attached appendices for details.

### Sales Tax

HST applicable	300,952.50
Administrative Expense	21,066.68
HST at 13.00 %	<u>41,862.49</u>
<b>Total Amount Due (CAD)</b>	<b><u>363,881.67</u></b>

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	8004672160	363,881.67	Payment for invoice 8004672160

**Contact:**

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

## Payment Options

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**\*Preferred Method\***

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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

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**Please note we do not accept Interac e-Transfers.**

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**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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	50.3	775.00	38,982.50
Williams, Richard	Director	84.6	675.00	57,105.00
Leung, Warren	Director	77.6	675.00	52,380.00
Hristow, Catherine	Director	3.2	675.00	2,160.00
Casey, Brian	Senior Manager	11.0	550.00	6,050.00
Brown, Rose	Manager	9.3	475.00	4,417.50
Dave, Sumit	Manager	5.0	475.00	2,375.00
Conorton, Laura	Consultant	29.9	275.00	8,222.50
Berardi, Gianluca	Senior	100.1	350.00	35,035.00
Messina, Stephen	Senior	106.1	350.00	37,135.00
Hong, Matthew	Senior	50.6	350.00	17,710.00
Pardinas, Elijah	Senior	22.0	350.00	7,700.00
Alleyne, Jaylon	Analyst	86.2	275.00	23,705.00
Tarapore, Maya	Analyst	21.0	275.00	5,775.00
Chen, Guo	Analyst	8.0	275.00	2,200.00
<b>Total Professional Hours and Fees</b>		<b>664.9</b>		<b>300,952.50</b>
Out-of-pocket Expenses				-
<b>Total Fees and Expenses (CAD)</b>				<b>300,952.50</b>



## Appendix #2

Work performed from March 13, 2024 to March 31, 2024

Date	Name	Narrative	Hours
3/13/2024	Leung, Warren	Review motion materials and business background; team correspondences and calls; prep for take possession.	2.7
3/13/2024	Messina, Stephen	Preparation call amongst team members, in light of potential filing.	0.6
3/13/2024	Williams, Richard	Review draft letter templates and email C. McIntyre. Review draft order. T/c P. Reynolds, emails A. Macfarlane, A. Smith re Nationwide contact. Calls A. Smith, L. Rogers. Emails A. Spurgeon.	1.3
3/13/2024	Williams, Richard	Followup call with A. Smith. T/c P. Reynolds. Planning call with engagement team. Review [REDACTED] and t/c Faskens, Blakes. Emails R. Spurgeon. Attend receivership hearing. Post hearing debrief. T/c M. Carson.	4.2
3/13/2024	Alleyne, Jaylon	Day 1 takeover meeting.	0.5
3/13/2024	Berardi, Gianluca	Filling out and formatting the unsecured creditor listing of Antamex for mailing purposes	2.5
3/13/2024	Conorton, Laura	Working with team on creditor listing, review	1.5
3/14/2024	Brown, Rose	Trust Banking Adm - Send account opening documentation to RBC and following up with contact.	0.8
3/14/2024	Leung, Warren	Attendance onsite: taking possession at Alliston; team correspondence; communications with employees; premise walkthrough; review order and endorsement.	6.5
3/14/2024	Messina, Stephen	Arrived on site, assisted when informed all employees of the receivership, collected employee information, coordinated locksmiths and security at both Alliston and Concord locations, took general inventory and ensured all machinery was in locked facility.	5.4
3/14/2024	Messina, Stephen	Travel to and from the Alliston site.	2.1
3/14/2024	Williams, Richard	T/c Nationwide, Antamex et al re Suffolk inventory. T/c and emails P. Reynolds, C. Hristow. Emails re stat notice. T/c A. Smith. Attend at Concord site. Engaged with taking possession, including meetings with management and employees.	5.0
3/14/2024	Williams, Richard	Work with management to obtain employee and creditor lists. Discussions with sureties, counsel and customers re [REDACTED]. Review of AR, financials and information. Consider process for inventory verification and audit.	3.6
3/14/2024	Williams, Richard	Calls with counsel and review of draft correspondence.	0.7

Date	Name	Narrative	Hours
3/14/2024	Alleyne, Jaylon	Takeover of Antamex - Concord plant. Met with key contacts at Antamex to take over security systems, banking accounts, ERP, and other critical credentials. Lock and taking physical control of the building.	8.0
3/14/2024	Alleyne, Jaylon	Driving to and from Antamex Concord plant.	1.5
3/14/2024	Berardi, Gianluca	On site Alliston location taking possession. Collected from employees on site personal information such as name, phone number, address etc. Collected from employees security tags to enter the Alliston facility. Ensured no employees left the premises	3.0
3/14/2024	Berardi, Gianluca	with tools/equipment from site location without proper documentation. Secured laptops/phones of employees. Posted door notices on front door and shipping gate of receivership notice.	3.0
3/14/2024	Berardi, Gianluca	Took site photos of inventory/equipment once all employees left. Ensured all doors were locked and alarm was activated on the site. Begun analyzing disbursements form Antamex operating accounts from Feb 27-Mar 12. Respond to employees question about WEPP.	2.5
3/14/2024	Conorton, Laura	Working on creditor listing, preparing for creditor mailing, website updates	3.7
3/14/2024	Reynolds, Philip	Call with sureties; review endorsement of Justice Black; various emails and telephone conversations relating to same; attend Concord location to take possession; discussions with employees re: [REDACTED]; review certain accounting records; discuss	8.9
3/14/2024	Reynolds, Philip	cont'd - discussion with various retained employees; discussion with TGF (on for Suffolk); review [REDACTED]; call with Suffolk, sureties, and counsel; further discussions with Sureties.	0.1
3/14/2024	Pardinas, Elijah	Internal Meetings, discussions and preparation of project work, scoping questions	1.0
3/14/2024	Hong, Matthew	- Discussion with Walter over key IT System/Software that Antamex use. Gain access to lock/keys/passwords - Communicate with staff on list of outstanding equipment and navigating client site to identify key inventory parts	3.8
3/14/2024	Hong, Matthew	- Draft up preliminary versions of Termination Letters and discuss with VP HR, key personnel and obtain contact information.- Examining client site, communicating with key personnel and understanding job functions/roles- Managing termination process	4.7
3/15/2024	Brown, Rose	Est/Bkng Adm-Contact RBC to obtain status of account opening, Prepare additional forms have signed & send to RBC, Forward telephone call rec'd supplies. Discuss & provide wire info to RW, Mailing to creditors-Stuff & take to mailroom, Fax notice to OSB.	4.1

Date	Name	Narrative	Hours
3/15/2024	Leung, Warren	Attendance onsite: review insurance policy; update call with team re status update, inventory count; review termination and retention letters; review AR listing; review notice and creditor listing; coordinate site attendance on Monday re inventory count.	7.5
3/15/2024	Messina, Stephen	Travel to and from the Alliston site.	2.1
3/15/2024	Messina, Stephen	On site in Alliston facility. Generated and distributed ~194 unique termination letters and responded to emails in connection with the matter. Identified employees to contract services. Generated and distributed 17 contractor retention letters.	6.8
3/15/2024	Williams, Richard	Attend at Concord site. Meet with finance head re [REDACTED]. Correspondence review. Arrange for website update. M. Carson email re bonded projects. Drafting of funding proposal and discussions with counsel, management. Employee matters.	5.0
3/15/2024	Williams, Richard	Suffolk AR and emails TGF. Meeting with forensic team re [REDACTED]. Trust administration. Multiple meetings with sureties and various counsel; review of [REDACTED]. Calls w/ Suffolk re [REDACTED]. Meetings w/ mgmt re [REDACTED].	4.8
3/15/2024	Alleyne, Jaylon	Organizing door notices, correspondence with suppliers regarding receivership, and preparing information to contact external stakeholders. Liaised with retained employees to gather necessary information to gather offsite assets.	4.0
3/15/2024	Alleyne, Jaylon	Driving to and from Antamex Concord plant	1.5
3/15/2024	Casey, Brian	Preservation planning and IT meeting	1.0
3/15/2024	Berardi, Gianluca	On site at Alliston. Responded to queries from creditors regarding the receivership and next steps. Responded to employees regarding WEPP. Assisted in getting additional 196 employees information added as part of the unsecured creditors and getting	5.2
3/15/2024	Berardi, Gianluca	form 245 ready to be shared. followed up with Deloitte team regarding status of email and toll free number being activated and getting additional users added. Walked around site to ensure no changes,	3.0
3/15/2024	Conorton, Laura	Antamex website updates, preparing additional labels and mailing for employee listing received today of 200+, correspondence with team and parties necessary regarding creditor listing and notice. Mailing notice of receiver to all creditors	5.5
3/15/2024	Tarapore, Maya	On site Imaging, including travel time	7.0

Date	Name	Narrative	Hours
3/15/2024	Reynolds, Philip	Provide terms to sureties on [REDACTED]; review [REDACTED]; attend call with sureties, Suffolk and counsel; draft response to [REDACTED] with Blakes; further discussions with Blakes	5.6
3/15/2024	Reynolds, Philip	cont'd - (various Receivership matters)	0.1
3/15/2024	Pardinas, Elijah	On-site documentation of devices, meetings with IT contact (Walter) to assess infrastructure and collection of server data	7.5
3/15/2024	Hong, Matthew	- Identify outstanding A/R and A/P - communicate with director of finance procedures to maintain schedules- Review insurance contract/policies - Communicate with VP of HR which employees are terminated and employees to be maintained over receivership	3.1
3/15/2024	Hong, Matthew	- Team Meeting over key deliverables and objectives of project period- Identifying outstanding A/R, AP- Monitoring client site and dealing with returning employees to receive personal materials.	2.0
3/16/2024	Messina, Stephen	Responded to emails with HR to coordinate termination letters, retention letters and unionized workers. Distributed termination letters to unionized employees.	1.7
3/16/2024	Williams, Richard	T/c and emails R. Kennedy, P. Reynolds. Emails L. Rogers, C. McIntyre. Prepare AR schedule for bonded jobs and emails R. Spurgeon. Emails Antamex staff and sureties re attendance on Monday. Emails re Suffolk payment, coordinate access for various parties.	2.1
3/16/2024	Williams, Richard	T/c with Blakes on [REDACTED]. Review of subcontractor and other third party claims.	1.3
3/16/2024	Reynolds, Philip	Various discussions with counsel to sureties re: [REDACTED]; discussions and emails with Blakes; review [REDACTED] and discuss with R. Williams; discussion with Blakes Re: various legal matters including	0.9
3/16/2024	Reynolds, Philip	cont'd - [REDACTED].	0.1
3/17/2024	Williams, Richard	Review disbursement schedule, emails TGF. Review notices of default and third party claims. Emails M. Carson, C. Herron, R. Spurgeon to coordinate site visits. Emails J. Ballve, M. Roy re investment offer. T/c and emails with counsel and TGF.	2.3
3/17/2024	Leung, Warren	Review retention letter and send; team correspondences.	0.7
3/17/2024	Messina, Stephen	Communicated with employees regarding their concerns with lost pay, prepared contractor agreements.	1.3

Date	Name	Narrative	Hours
3/18/2024	Williams, Richard	Correspondence review and coordination emails. Emails A. Punzo re Euler attendance. Attend Concord facility. Meetings with management and retained employees. Trust administration. Meet with construction consultants, R. Spurgeon. Emails re US HSBC account	2.5
3/18/2024	Williams, Richard	T/c and emails TGF, Blakes re [REDACTED]. Meetings and emails with Management re employee retention. T/c Blakes re [REDACTED] e. Review third party claims. T/c various parties re interest in assets, requests for release of property. Emails BLG, Blakes.	2.2
3/18/2024	Williams, Richard	T/c R. Kennedy re Suffolk attendance. Meet with various consultants and third party contractors. Provide site tour. T/c and emails with Management and Suffolk to arrange employees and review information rights. Coordinate issues with Alliston staff.	2.0
3/18/2024	Conorton, Laura	Website updates, fixing creditor list for importing, opening bank accounts and linking with Ascend, trust administration, preparing Affidavit of mailing	2.5
3/18/2024	Reynolds, Philip	Attend call with BLG re: WSIB; emails with R. Spurgeon; review disclaimer language re: [REDACTED].	1.0
3/18/2024	Leung, Warren	Attendance onsite: team update calls; onsite team discussions re inventory count and workplan; emails with M. Hong re inventory listing and AR invoices; update AR demand letter.	1.8
3/18/2024	Leung, Warren	Attendance onsite: manage contractors; discussions with Suffolk and Karas re inventory; review Suffolk inventory reports and correspondence with contractors; calls with R. Williams re Suffolk inventory action plan.	2.7
3/18/2024	Williams, Richard	T/c and emails with various project owners regarding inventory on site. T/c from potential interested party - asked they send an email request for an NDA. Emails C. Hristow re funds in HSBC US account. Emails P. Lucey, S. Morrison re retained employees.	1.4
3/18/2024	Brown, Rose	Trust Banking Adm - Prepare documentation for open additional two US\$ accounts, have signed and send to RBC.	0.9
3/18/2024	Casey, Brian	Data collections / Meetings	0.5
3/18/2024	Hristow, Catherine	Attendance on Deloitte status update call; correspondences with HSBC regarding CDN and US accounts; correspondences with R. Willains and P. Reynolds.	0.8
3/18/2024	Hong, Matthew	- Responding to Client Inquiries - Request and document lease agreements and sort through outstanding invoices related to creditors - Meet with Suffolk Team and Monitor Client Site while 3rd parties enter - Requests and review AR Schedules	4.1

Date	Name	Narrative	Hours
3/18/2024	Messina, Stephen	Drive to and from Alliston site.	2.1
3/18/2024	Messina, Stephen	Advised benefit providers of the Order, advised CRA of the Order and requested new RT number, contacted each utility provider to advise of Order, team discussion re inventory management, responded to employee concerns.	7.5
3/18/2024	Messina, Stephen	Time spent discussing inventory concerns and shipping plans with Suffolk and subcontractors	1.2
3/18/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord plant	1.5
3/18/2024	Alleyne, Jaylon	Complied supplier claims and discussed with G. Berardi. Organized employee retention reactivation and duties for their tasks. Landlord discussions. Creditor discussions.	5.0
3/18/2024	Dave, Sumit	Understanding the file, preparing and coordinating list of assets at offsite project locations with value and identifying Antamex contacts that can help with possession of those assets	1.0
3/18/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Established with the employees retained where inventory on site is. Oversaw the inventory frame counts for job 700. Responded to 10 creditor and employee queries through the Antamex inbox.	10.2
3/19/2024	Williams, Richard	Emails C. McIntyre re [REDACTED]. Emails A. Punzo, C. McIntyre re [REDACTED] t. Email P. Lucey re work at Alliston today. Emails C. McIntyre, various projecgt owners and contractors re [REDACTED] Emails with landlord re [REDACTED].	1.0
3/19/2024	Reynolds, Philip	Attend onsite at Concord facility; deal with various property claims from job and other purported owners with Deloitte personnel.	4.5
3/19/2024	Conorton, Laura	Correspondence with OSB on certificate. Correspondence with team on banking, incoming wires, preparing documentation	0.7
3/19/2024	Williams, Richard	Review draft CRA correspondence. Emails R. Spurgeon, C. McIntyre re [REDACTED]. T/c P. Reynolds. Review draft demand letter and email W. Leung. T/c and emails J. Ozen. Emails S. Messina re [REDACTED]. Review equipment rental issues.	2.3
3/19/2024	Williams, Richard	Draft form of cash flow and t/c J. Alleyne. Emails re U of T, WIS and other projects. Emails C. McIntyre, T. Moss re [REDACTED] [REDACTED] Review of employee benefit issues and emails S. Messina.	2.1
3/19/2024	Leung, Warren	Attendance onsite: call with insurers; call and emails with S. Dave re offsite inventory; team correspondence re leased equipment.	3.5



Date	Name	Narrative	Hours
3/19/2024	Leung, Warren	Attendance onsite: manage contractors; discussions with Suffolk and Karas re [REDACTED]; review Suffolk inventory reports and correspondence with contractors.	4.0
3/19/2024	Casey, Brian	On-site Data collections / Meetings	7.5
3/19/2024	Brown, Rose	Prepare additional RBC Document for opening accounts have signed and send to RBC.	0.3
3/19/2024	Hristow, Catherine	Correspondences with HSBC regarding Canadian and US bank accounts; attendance on a conference call with W. Leung and the insurers regarding 60 day extension.	0.7
3/19/2024	Tarapore, Maya	On site work	9.0
3/19/2024	Chen, Guo	On-site evidence management and collections	8.0
3/19/2024	Messina, Stephen	Exchanged emails with benefits providers to obtain contacts, phone call with CRA regarding the Order, filtered through mail in Concord, advised labour boards of Order, generated new contractor agreements and discussed forensic plan with Deloitte experts.	8.4
3/19/2024	Messina, Stephen	Allocated time directly with Suffolk and subcontractors to discuss matters regarding inventory in Concord	0.9
3/19/2024	Alleyne, Jaylon	Traveled to and from Antamex Alliston Plant	3.0
3/19/2024	Alleyne, Jaylon	Escorted consultants and customers around site. Inventory checks. Meetings with R. Williams and Antamex contractors regarding cash flow forecast. Online control of banking accounts.	6.0
3/19/2024	Berardi, Gianluca	On site at Alliston. Tracked all attendees on site. Oversaw the continuation of inventory frame counts for job 700 and 692. Supervised removal of frames related to Suffolk projects. Responded to 7 creditor and employee queries through the Antamex inbox.	10.7
3/19/2024	Pardinas, Elijah	On-site documentation/collection of devices, continuing collection of Concord server data	9.0
3/19/2024	Hong, Matthew	- Centralizing Mail Process at Canada Post - Managing Receivership Requests and Assisting IT Team - Monitoring 3rd Party around Manufacturing Facility	5.2
3/20/2024	Williams, Richard	Review inventory claims. Emails with contractors and project owners re requests for inventory. Emails Antamex finance / operations staff re status of inventory and accounts receivable. Emails with counsel re title. Emails Bercon and Claims Secure.	3.0
3/20/2024	Casey, Brian	Data collections / Meetings	1.0

Date	Name	Narrative	Hours
3/20/2024	Brown, Rose	Update/save document for banking requests on Q Drive. Set up Q Drive folders for Receipts/Disbursement and Bank Reconciliation. Prepare two draft wire instructions sheet for new accounts, Email to RBC to confirm account are open and naming.	0.8
3/20/2024	Williams, Richard	Continued review of inventory and accounts receivable. Emails with WIS, Pomerleau and NEC re payment of outstanding amounts to release inventory. Receipt of CBAs and calls with L. McNiff at Ironworkers Union. Emails re benefits. Gilbane default notice.	2.5
3/20/2024	Williams, Richard	Review NDA.	0.4
3/20/2024	Conorton, Laura	Correspondence re receiver's certificate, recording, setting up bank accounts and banking details for team and linking accounts. Trust administration and trust banking, filing, correspondence.	1.9
3/20/2024	Tarapore, Maya	Meeting with Walter	2.0
3/20/2024	Leung, Warren	Correspondence with team re offsite assets; correspondence with insurers; update call with P. Reynolds.	2.0
3/20/2024	Leung, Warren	Attendance onsite: manage contractors; discussions with Suffolk and Karas re inventory; supervise load and removal.	7.0
3/20/2024	Messina, Stephen	Drive to and from Alliston site.	2.1
3/20/2024	Messina, Stephen	Obtained and reviewed project contracts specifically investigating language re [REDACTED], reviewed inventory going out, oversaw the shipping of frames, emails and calls with equipment rental company and counsel to extend rental contracts.	7.1
3/20/2024	Messina, Stephen	Time spent discussing inventory concerns and shipping plans with Suffolk and subcontractors.	0.5
3/20/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord plant	1.5
3/20/2024	Alleyne, Jaylon	Additional employee retention. Building cash flow forecast. Discussion with contractors. A/R discussion. Estate banking for trust funds. Creditor discussions.	6.0
3/20/2024	Dave, Sumit	identifying vendors within GTA, Pittsburgh, Ohio who could help with the move and potentially auction them and sending them inquiry emails and phone calls	1.0
3/20/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of Suffolk jobs on site and the final count of Suffolk jobs. Responded to 14 creditor and employee queries through the Antamex inbox.	7.7
3/20/2024	Pardinas, Elijah	Project Mgmt and touchpoint with Walter regarding Alliston server data back up	1.0

Date	Name	Narrative	Hours
3/20/2024	Reynolds, Philip	Review Receiver's Certificate issued by the OSB; attend site / attend to various matters (employees and retention; equipment retrieval from job sites; employee benefits program, other, Suffolk); discussion with [REDACTED]	5.5
3/20/2024	Hong, Matthew	- Monitoring Employees to retrieve their personal items - Managing 3rd Parties into Client Site and answering inquiries about receivership - Communicating with Suppliers on Receivership proceedings	5.0
3/21/2024	Conorton, Laura	Trust administration, reviewing online banking for incoming wires, correspondence with RBC on incoming wire, research, preparing filing system	2.3
3/21/2024	Leung, Warren	Attendance onsite: Team correspondence re [REDACTED]; call re [REDACTED]; team discussion re [REDACTED]t.	2.0
3/21/2024	Leung, Warren	Attendance onsite: supervise inventory staging to prepare for shipment; discussions with trucking company; discussions with onsite team re current status and next steps.	6.0
3/21/2024	Williams, Richard	Emails and meetings with S. Morrison and R. Spurgeon re project issues, employee matters and information requests. T/c, emails and meetings with project owners and replacement contractors regarding release of inventory and information requests.	3.0
3/21/2024	Williams, Richard	T/c, emails and meetings with A. Puzzo, C. Herron and other advisors to sureties re information requests, premises and materials, and other matters. Discussions R. Spurgeon re access to and ownership of drawings. T/c and emails R. Kennedy, P. Reynolds.	3.0
3/21/2024	Williams, Richard	T/c and emails with US counsel re [REDACTED]s. Emails with union contacts. Review of cash flow model and emails with counsel re costs. Review supplier requests for return of equipment.	1.5
3/21/2024	Messina, Stephen	Drive to and from Alliston site.	2.1
3/21/2024	Messina, Stephen	Took inventory of trailers on site, follow up emails with Enbridge, follow up emails with benefits providers re deposits, reviewed inventory system in Alliston, strategy discussion with HR team for issuing relevant forms to all employees.	7.7
3/21/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord plant	1.5
3/21/2024	Hristow, Catherine	Various email correspondences with HSBC in Canada and the US regarding bank accounts and credit cards.	0.5
3/21/2024	Brown, Rose	Check account online to confirming wire/funds had been received in the account.	0.2
3/21/2024	Tarapore, Maya	Call with Walter	1.0

Date	Name	Narrative	Hours
3/21/2024	Alleyne, Jaylon	Reviewing expenses. Cash flow forecast build. Employee retention activities. Vendor discussions. Emails/messages with G. Berardi, S. Messina, and W. Leung regarding cash flow forecast. Discussion with retained staff regarding records. A/R meeting.	6.0
3/21/2024	Dave, Sumit	Providing response to the identified vendors with pictures of assets located at each site and communicating the requirement with the vendors to help them provide with quotation	1.0
3/21/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Performed inventory count on trailers on site. Oversaw the count of 301/694. Responded to 5 creditor and employee queries through the Antamex inbox.	8.5
3/21/2024	Pardinas, Elijah	Touchpoint of collections with Walter and troubleshooting collection issue	1.0
3/21/2024	Reynolds, Philip	Review NDA (for sureties/advisors); all with Euler/BLG - information/drawings requests; review notices of non-payment; review 201 Brookline and 1 Dalton project status and disputes; discuss with R. Spurgeon; attend to various email corresp.	6.2
3/21/2024	Hong, Matthew	- Monitor Sureties on Manufacturing Facility Plant - Discussion with Suppliers procedures for Receivership - Discussion about accounting for AR and Prepaid Expenses - Responding to inquiries about receivership via call and email	2.5
3/22/2024	Alleyne, Jaylon	Traveled to and from Antamex Alliston plant	3.5
3/22/2024	Brown, Rose	Review & discuss wire instructions and prepare a revised instruction sheets and send to the team. Filing of banking documentation.	0.7
3/22/2024	Williams, Richard	Attend at Concord site. Meeting with S. Morrison re WEPPA, employee roles. T/c Suffolk re Island. Meeting W. Leung re staffing and ops. Discussions S. Messina re payroll. Extensive emails with counsel, suppliers and customers.	3.0
3/22/2024	Williams, Richard	T/c and emails with US counsel [REDACTED].	0.7
3/22/2024	Conorton, Laura	Correspondence with RBC and team on account information, wire details, incoming wire cancellation, tracking wire. Reviewing wire form completed by Blakes and correcting errors/required fields.	2.5
3/22/2024	Conorton, Laura	Reviewing receipt and disbursement requisitions, correspondence with team on details and requirements. Preparing transfer of funds to S Station and 109 Brookline, trust administration and banking	2.0
3/22/2024	Williams, Richard	Ongoing emails with customers re [REDACTED]. Emails and t/c R. Kennedy, C. Herron, P. Reynolds re access to Suffolk property and IP.	1.2

Date	Name	Narrative	Hours
3/22/2024	Messina, Stephen	Managed employee concerns related to ROEs, discussed current status updates with HR team, informed US ADP on Order related to Union workers, informed US employee on termination of rental agreements, communicated time tracking to all contractors.	6.4
3/22/2024	Tarapore, Maya	Call with Walter and updating the antamax tracker	2.0
3/22/2024	Alleyne, Jaylon	Facilitate shipment of inventory.	5.0
3/22/2024	Hristow, Catherine	Correspondence with HSBC regarding bank accounts; review correspondence regarding insurance.	0.2
3/22/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the removal of Suffolk inventory and Noram Glass. Oversaw the continuation of count of 301. Responded to 4 creditor and employee queries through the Antamex inbox.	6.0
3/22/2024	Pardinas, Elijah	Reviewing documentation re: retained employees and internal discussion/touchpoint	1.0
3/22/2024	Leung, Warren	Attendance onsite: update call with R. Williams; follow-up re insurance; discussion on offsite equipment; engagement management.	1.0
3/22/2024	Leung, Warren	Attendance onsite: supervise inventory staging to prepare for shipment; discussions with trucking company; discussions with onsite team re current status and next steps.	5.0
3/22/2024	Reynolds, Philip	Attend call with Blakes - various receivership matters.	0.5
3/22/2024	Hong, Matthew	- Monitoring NEC around Manufacturing Facility - Inspecting Facility for inventory Count - Walking around facility with locksmith to change locks and ensure that locks are functional	3.3
3/23/2024	Williams, Richard	Call with US counsel re [REDACTED]. Review email correspondence.	1.0
3/24/2024	Messina, Stephen	Internal discussion to plan contractor needs and costs.	0.2
3/24/2024	Leung, Warren	Team emails re site attendance and inventory removal.	0.7
3/24/2024	Williams, Richard	Emails w/ Suffolk, various counsel. Review draft NDA. Coordinate equipment appraisal.	0.8
3/25/2024	Leung, Warren	Attendance onsite: supervise inventory and loading of 692; discussions with shippers and Suffolk.	2.5
3/25/2024	Reynolds, Philip	Review Receiver's cash flow forecast; attend to calls from Suffolk, JS Held, others re: architectural drawings / access to systems; further review of 201 Brookline dispute; attend to various matters with employees; review update NDA (sureties/Euler).	5.5

Date	Name	Narrative	Hours
3/25/2024	Leung, Warren	Team call re insurance; correspondences with insurers; call with insurers; coordinate inventory count.	2.2
3/25/2024	Conorton, Laura	RBC online banking, preparing documents for second signatures for transfers to 109 Brookline and South Station. Amending values	0.8
3/25/2024	Williams, Richard	T/c P. Reynolds, W. Leung re insurance issues. Extensive mails re staffing and inventory pickups. Emails S. Morrison, T. Moss re US employees. Emails re trust accounts, HSBC funds. Emails to surety consultants re info requests. Review emails re NDA.	2.8
3/25/2024	Williams, Richard	Emails re equipment appraisals. Emails C. McIntyre, L. Rogers re [REDACTED] Further emails re staffing and AR clerk. Emails C. Herron re doc requests. Call w/ TKL re interest in assets.	1.2
3/25/2024	Hristow, Catherine	Attendance on an insurance call with W. Leung; correspondence with HSBC regarding bank transfers; correspondence with P. Reynolds on the US account.	0.6
3/25/2024	Alleyne, Jaylon	Estate banking. Correspondence with Antamex contractors regarding outstanding materials for cash flow projection.	3.0
3/25/2024	Alleyne, Jaylon	Travel to and from Anatmex Alliston plant.	3.0
3/25/2024	Alleyne, Jaylon	SUFFOLK - Supervise truck loading of job 692 and 700 shipments.	2.0
3/25/2024	Messina, Stephen	On site in Concord. Managed all employee concerns, calculated contractor costs to date, email discussion with Rogers to update billing, discussion with IT to get access to all drawings.	7.1
3/25/2024	Brown, Rose	Trust Banking Adm - Prepare documentation to open two additional US\$ accounts, have signed and send to RBC. Checking online for incoming wires in CD\$ general account.	0.8
3/25/2024	Hong, Matthew	- Assisting Syed with Invoice Preparation - Walking with Antamex employee through manufacturing facility and monitoring property - Responding to receivership inquiries from Metra Aluminum - Preparing laptop with Walter to deliver to Steve	3.4
3/25/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692 and the materials and frames counts for jobs 695, 301, and 697. Responded to 6 creditor and contract queries through the Antamex inbox.	9.4
3/26/2024	Williams, Richard	Review of email correspondence. Review and edits to draft s.39 claimant NDA. T/c WIS to confirm wire instruction. T/c S. Messina re project documentation. Emails G. Berardi re US leases. Emails P. Reynolds re Pomerleau AR. T/c J. Alleyne re disbursements.	1.5

Date	Name	Narrative	Hours
3/26/2024	Williams, Richard	T/c and emails Quest / WIS re inventory pickup. Trust administration, emails J. Borch, C. Hristow. Catch-up call with Blakes re [REDACTED]. T/c with US counsel re [REDACTED]	2.4
3/26/2024	Conorton, Laura	Recording disbursements and receipts for transfers from US Gen accounts to 109 and S. Station, trust admin and banking. Recording incoming wires, RBC online banking. Transferring funds from S Station to CAD\$ Gen	2.2
3/26/2024	Pardinas, Elijah	Touchpoint with IT (Walter) re: remaining server collection	0.5
3/26/2024	Williams, Richard	Emails to surety consultants re NDA, information requests. Trust administration. Emails with subcontractors re information requests, payment claims. Address Bercon issue.	1.7
3/26/2024	Leung, Warren	Attendance onsite: supervise inventory and loading of 700; discussions with shippers, J.S. Held and Suffolk,	3.5
3/26/2024	Leung, Warren	Correspondence re insurance, call with counsel, review policies; team correspondence re inventory and AR; team update call; correspondence with QWS.	3.5
3/26/2024	Alleyne, Jaylon	Travel to and from Anatmex Concord plant.	1.5
3/26/2024	Messina, Stephen	On site at Concord location. Oversaw the release of purchased inventory, oversaw procurement of packing slips, managing ongoing employee concerns, discussed WEPPA / ROE / T4 status with HR staff.	9.2
3/26/2024	Hristow, Catherine	Various correspondences with J. Borch regarding wire transfers; answer call confirming various banking information for HSBC to release the funds.	0.4
3/26/2024	Brown, Rose	Estate Adm - Scan and send mail to the Team.	0.3
3/26/2024	Alleyne, Jaylon	Estate banking. Antamex accounting review. Accounts receivable discussion and updates. Discussions with S. Messina and contractors.	7.0
3/26/2024	Hong, Matthew	- Monitoring client site with shiploads to be sent off - Answering supplier inquiries about outstanding receivables - Call with Caitlin from Blake's to discuss [REDACTED] - Walkthrough client site and meeting employees	4.5
3/26/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692 and 700 and the continue materials and frames counts for jobs 695, 301, and 697. Responded to 6 creditor and contract queries through the Antamex inbox.	9.3

Date	Name	Narrative	Hours
3/26/2024	Reynolds, Philip	Status update call with Blakes; discuss safeguarding of network data with Deloitte IT personnel; review NDA drafted by Blakes; review available information re: use of EDC loan proceeds; review notice of subcontractor default (PJ Dick); update with R. Will	3.5
3/27/2024	Williams, Richard	Respond to 81.1(1) request from Architectural Cladding. Emails Quest Windows re material / AR for job 300 (55 Charles). Emails various subcontractors. Trust administration. Review S. Jilane email. Emails R. Spurgeon.	1.8
3/27/2024	Leung, Warren	Attendance onsite: supervise inventory and loading of 700/692; discussions with shippers and Suffolk.	4.0
3/27/2024	Williams, Richard	Emails R. Going, S. Smith re inventory release. Emails D. Molino et al re subcontractor payments and s.39 info requests. Review Walsh default notice and emails Blakes. T/c Blakes, US counsel re [REDACTED]. F/u call with L. Rogers re various issues.	2.3
3/27/2024	Hong, Matthew	- Respond to supplier inquiries and request supporting schedules from Syed (Director, Finance) - Respond to inquiries about receivership	1.1
3/27/2024	Williams, Richard	Review summary of LLC manager duties sent by T. Moss.	0.5
3/27/2024	Conorton, Laura	Cancelling request of transfer of funds, correspondence with RBC, Recording incoming wires, processing wire to AFCCO, trust administration and banking. Filing of documents and correspondence with team on documents and documentation	2.5
3/27/2024	Alleyne, Jaylon	Travel to and from Anatmex Concord plant.	1.5
3/27/2024	Messina, Stephen	On site at Concord. Notified American employees on WEPP filing, call with CRA to manage Receiver accounts, emails regarding Rogers accounts internally and with the supplier, email exchange with equipment rental provider.	8.1
3/27/2024	Leung, Warren	Attendance onsite: supervise inventory and loading of 301; discussions with NEC / WIS; correspondence re insurance matters; review insurance invoices.	2.8
3/27/2024	Brown, Rose	Trust Banking Adm - Prepare additional two documents for opening US\$ accounts, have signed and send to RBC.	0.2
3/27/2024	Casey, Brian	Data collection support	0.5
3/27/2024	Alleyne, Jaylon	Estate banking. Cash flow updates. Accounts receivable and customer invoicing updates. Meeting with external customers. Discussions with P. Reynolds, S. Messina, and antamex contractors.	6.0
3/27/2024	Pardinas, Elijah	Discussions with IT (Walter) re: access for departed employees and server data access to Deloitte team	0.5



Date	Name	Narrative	Hours
3/27/2024	Hong, Matthew	- Monitor the loading and release of Project material. Ensure correct project material is loaded - Walk [REDACTED] through Client Site and ensure Project [REDACTED] Material is correctly identified. Retrieve listing of updated material count	4.3
3/27/2024	Berardi, Gianluca	Oversaw the scarp aluminum collection from Wentworth.	0.3
3/27/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 700, 692, and 301 the continuation of materials and counts for jobs 700, 692 303. Responded to 7 creditor and contract queries through the Antamex inbox.	10.0
3/27/2024	Alleyne, Jaylon	SUFFOLK - Conversations and tour with Suffolk contractors.	0.2
3/27/2024	Reynolds, Philip	Attend Concord; discussions with JS Held re: info access; discussion Suffolk re: outstanding AR and info access; discussion with [REDACTED]; review cash flow; review status of insurance; review [REDACTED]; various emails / other.	5.5
3/28/2024	Alleyne, Jaylon	Travel to and from Anatmex Concord plant.	1.5
3/28/2024	Williams, Richard	Emails with staff and retained employees re inventory and receivables issues. Review correspondence from counsel re [REDACTED]. Emails S. Morrison et al re HR issues. Emails A. Smith, L. Rogers re [REDACTED]s.	1.3
3/28/2024	Leung, Warren	Attendance onsite: supervise inventory and loading of 692; discussions with shippers and Suffolk.	3.0
3/28/2024	Dave, Sumit	Identifying and coordinating with new vendors for quotation for offsite equipment	2.0
3/28/2024	Leung, Warren	Attendance onsite: supervise inventory and loading of 301/303; insurance matters.	3.0
3/28/2024	Williams, Richard	Emails S. Morrisson re outstanding HR tasks. T/c A. Moskowitz re [REDACTED]. Emails A. Ponzo et al re surety information requests. Call with Blakes, Perkins re [REDACTED] T/c J. Alleyne.	2.6
3/28/2024	Brown, Rose	Trust Banking Adm - Update RBC express online banking for new accounts access.	0.2
3/28/2024	Casey, Brian	Data collection support	0.5
3/28/2024	Alleyne, Jaylon	Meeting with liquidator. Discussions with antamex contractors, contractors time sheets, cash flow updates, estate banking, and creditor discussions.	5.0
3/28/2024	Pardinas, Elijah	Discussions with IT (Walter) re: Virtual machine copies and departed employee devices	0.5

Date	Name	Narrative	Hours
3/28/2024	Williams, Richard	Call with Blakes, BLG, B. Carver re [REDACTED]. Review [REDACTED] and email L. Rogers.	0.9
3/28/2024	Hong, Matthew	- Monitor employees entering into Concord Office for personal information- Draft AR Invoice Demand letter - Discussions with Inventory Appraiser	3.6
3/28/2024	Messina, Stephen	On site at Concord Facility, collected and began processing contractor invoices for the Receivership period. Updated contractor tracker and assessed against ongoing needs of the Receiver. Reviewed WEPPA template for salary and hourly employees and provided comments to HR Director. Email exchange with Bercon rentals to retrieve some assets and confirm ongoing rental of others.	8.5
3/28/2024	Messina, Stephen	Travel time to and from Alliston site.	2.1
3/28/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, 301 and 303 the continuation of materials and counts for jobs 700 and 692. Responded to 6 creditor and contract queries through the Antamex inbox.	7.5
3/28/2024	Conorton, Laura	Processing wire payment to AON Reed Insurance - 6 invoices, trust administration and banking. Establishing and recording new bank accounts, preparing documentation. Correspondence with team on disbursements.	1.8
3/28/2024	Alleyne, Jaylon	SUFFOLK - Escorted Suffolk personnel around Antamex Concord premises.	1.0
3/28/2024	Reynolds, Philip	Attend status update meeting with Blakes; discussion with representatives of JS Held and Island (on behalf of Nationwide surety); review updated version of Access Agreement.	1.4
3/29/2024	Williams, Richard	Review and respond to Ellis Don notices of default. Execute Nationwide NDA. Emails Euler re access agreement. Review emails re Klimier lien action. Email from A. Smith attaching EDC legal fees.	0.9
3/29/2024	Messina, Stephen	Reviewed and generated cheque requisitions for all 21 contractors.	2.0
3/29/2024	Reynolds, Philip	Review updated Euler and Nationwide Access Agreements; email correspondence to/from representatives of sureties re: same.	1.0
3/30/2024	Berardi, Gianluca	Review of Miscellaneous emails regarding contracts and stay of proceeding and responded to 2 emails in the Antamex.	1.3
3/30/2024	Messina, Stephen	Reviewed and updated WEPPA template for salary and hourly employees. Responded to employee concerns.	2.1
3/31/2024	Messina, Stephen	Updated cheque requisitions as a result of director review.	0.8

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
3/31/2024	Williams, Richard	Review contractor invoices and payment requisitions. Email S. Messina. Email P. Lucey re Suffolk contractors. Review correspondence between D. Bambrough, C. McIntyre.	0.8
<b>Total</b>			<b>664.9</b>



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

## Invoice 8004740912

### 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: May 03, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

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

### For professional services rendered

#### Fees

Work performed by Deloitte Restructuring Inc. in its capacity as court-appointed Receiver of Antamex Industries ULC, for the period April 1, 2024 to April 15, 2024.

Please see attached appendices for details.

HST applicable	195,650.00
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#### Expense

Out-of-pocket Expenses

HST applicable	4,477.77
Administrative Expense	13,695.50

#### Sales Tax

HST at 13.00 %	27,797.03
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<b>Total Amount Due (CAD)</b>	<b>241,620.30</b>
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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	8004740912	241,620.30	Payment for invoice 8004740912

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	22.2	775.00	17,205.00
Williams, Richard	Director	34.6	675.00	23,355.00
Leung, Warren	Director	56.6	675.00	38,205.00
Casey, Brian	Senior Manager	3.0	550.00	1,650.00
Brown, Rose	Manager	6.0	475.00	2,850.00
Dave, Sumit	Manager	5.5	475.00	2,612.50
Conorton, Laura	Consultant	16.7	275.00	4,592.50
Berardi, Gianluca	Senior	91.3	350.00	31,955.00
Messina, Stephen	Senior	93.8	350.00	32,830.00
Hong, Matthew	Senior	31.2	350.00	10,920.00
Pardinas, Elijah	Senior	8.0	350.00	2,800.00
Alleyne, Jaylon	Analyst	74.0	275.00	20,350.00
Garcia, Andy	Analyst	10.0	275.00	2,750.00
Tarapore, Maya	Analyst	2.0	275.00	550.00
Chen, Guo	Analyst	11.0	275.00	3,025.00
<b>Total Professional Hours and Fees</b>		<b>465.9</b>		<b>195,650.00</b>
Out-of-pocket Expenses				4,477.77
<b>Total Fees and Expenses (CAD)</b>				<b>200,127.77</b>



## Appendix #2

Work performed from April 1, 2024 to April 15, 2024

Date	Name	Narrative	Hours
4/1/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk; supervising inventory and loading for shipping.	2.0
4/1/2024	Williams, Richard	T/c and emails S. Messina, P. Reynolds re Suffolk access requests. Address equipment rental and WEPPA issues. Call w/ BLG re [REDACTED]. T/c P. Reynolds, C. McIntyre. Trust admin, emails S. Messina re payroll. Review order re Klimer lien bond.	2.5
4/1/2024	Conorton, Laura	Website updates. Reviewing/Processing cheque requests for payroll payments (x20) w trust admin/banking. Entering wire/bank fees. Producing cheque + requisition for payment to Receiver General (filing). Preparing wire to Dream for April rent.	5.0
4/1/2024	Hong, Matthew	Preparation of AR Demand Letters	2.5
4/1/2024	Brown, Rose	Prepare labels for Contract personal disbursement cheques.	0.1
4/1/2024	Leung, Warren	Attendance onsite: correspondence with shippers; supervising inventory and loading for shipping for 301; site walkthrough to review inventory; update call with S. Dave re offsite assets.	2.7
4/1/2024	Reynolds, Philip	Attend to emails with various parties re: Access Agreements; discussions with R. Williams; review of AR accounts; discussion with Blakes re: [REDACTED]	2.5
4/1/2024	Williams, Richard	Review T. Moss comments on [REDACTED]. Email from K. Custodio re [REDACTED]. Emails S. Messina re trust admin, WEPPA and equipment sales.	0.8
4/1/2024	Messina, Stephen	On site at Concord facility, managed employee concerns via email and phone calls, reviewed WEPP template for Salary and Hourly employees. Called Bell and Rogers to determine current billing cycles and cancelled unnecessary coverages.	7.0
4/1/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, 301 and 700. Responded to 4 creditor/contract/ interest parties queries through the Antamex inbox.	9.6
4/1/2024	Alleyne, Jaylon	Estate banking	1.5
4/1/2024	Alleyne, Jaylon	Driving to and from Antamex-Alliston site.	3.0
4/1/2024	Alleyne, Jaylon	SUFFOLK - Supervising packing of trucks with project 700 & 692	2.0

Date	Name	Narrative	Hours
4/2/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk; supervising inventory and loading for shipping.	2.5
4/2/2024	Leung, Warren	Attendance onsite: correspondence with shippers; supervising inventory and loading for shipping for 301; review inventory listing; insurance matters.	3.0
4/2/2024	Brown, Rose	Discuss Transfer request with LC.	0.1
4/2/2024	Williams, Richard	Emails D. Bambrough, P. Reynolds, C. McIntyre re [REDACTED] [REDACTED] Emails S. Messina, P. Lucey re employees. T/c W. Karwala. T/c R. Kennedy. Multiple emails re Klimer bonds, access agreement. Trust administration. T/c P. Reynolds, emails RBC, R. Spurgeon.	2.1
4/2/2024	Williams, Richard	Call with S. Messina to review WEPPA calculations, staffing changes, etc... Email S. Singh re WEPPA input process. Review WEPPA calculations and email S. Messina.	0.8
4/2/2024	Hong, Matthew	- Reconciling Schedule of AR Outstanding to Invoices - Internal discussions regarding Client Contact Information and responding to email inquiries	1.5
4/2/2024	Reynolds, Philip	Attendance at site; discussion with retained employees; attend to various matters pertaining to the proposed Access Agreement; discussions and directions to Deloitte staff on various receivership matters; review latest cash flow.	4.5
4/2/2024	Conorton, Laura	Producing wire to Blakes, processing transfer of funds, correspondence with team re transfers, trust administration and banking	1.9
4/2/2024	Casey, Brian	Follow-up on data collection	1.0
4/2/2024	Messina, Stephen	On site at Concord location, circulated current status of contractor billing and headcount to team and Suffolk, presented new contractor agreement to new individual, reviewed unique WEPP cases.	8.4
4/2/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 301 and 700. Responded to 2 creditor/ interest parties queries through the Antamex inbox.	9.0
4/2/2024	Alleyne, Jaylon	Estate banking. Updating cash flow estimates. Ad hoc employee conversations.	4.0
4/2/2024	Alleyne, Jaylon	Driving to and from Antamex-Concord site.	1.5
4/2/2024	Dave, Sumit	Identifying more vendors in the US who would be willing to move and store assets in project sites. Made inquiries with 6 companies; discussion with Kyle and castle appraisals on Nova Scotia Assets, and coordinating with Krista for offsite customer info	2.5



Date	Name	Narrative	Hours
4/3/2024	Reynolds, Philip	Prepare asset realization strategy / list of potential buyers; discussion with R. Williams and Deloitte staff re: various receivership- matters.	3.5
4/3/2024	Williams, Richard	T/c J. Borch re 256 receivership / sale. T/c EDC. Email Blakes, RBC re [REDACTED]. Emails re [REDACTED] T/c P. Reynolds re realization strategy. T/c and emails S. Murthy, S. Messina re WEPPA. Review draft WEPPA material	2.3
4/3/2024	Conorton, Laura	Completion of wire to Blake, Processing wire to Aon. Trust administration and banking	1.0
4/3/2024	Hong, Matthew	- Discuss AR Schedule with Krista and finalize AR Demand Letters - Centralizing Mail Process - Internal discussions - Review of Court Filing against Antamex- Monitoring 3rd party entrants into Facility and onboarding rehired employee	4.7
4/3/2024	Williams, Richard	Prepare and send invoice to Nationwide re 201 pleading. Emails R. Spurgeon, K. Boucock re [REDACTED]. Call w/ Blakes, RBC and Dentons re [REDACTED]. Review draft contractor NDA. Emails C. McIntyre re [REDACTED].	1.6
4/3/2024	Leung, Warren	Attendance onsite: logistics discussion for 692.	0.7
4/3/2024	Leung, Warren	Attendance onsite: correspondence with shippers; supervising inventory and loading for shipping for 301; insurance and employee matters.	4.1
4/3/2024	Messina, Stephen	Driving to and from client site in Alliston, Ontario.	2.1
4/3/2024	Messina, Stephen	On site at Alliston facility, oversaw trucking of several jobs, finalized WEPP template for Salary/Hourly employees, reviewed finalized ROE's for employees.	6.6
4/3/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 301. Met with the platinum assets appraiser and provided a tour of Alliston assets. Responded to 1 query through Antamex inbox.	6.0
4/3/2024	Alleyne, Jaylon	Estate banking. Ad hoc employee conversations and email correspondence with R. Williams, S. Messina, G. Berardi, Ma Hong.	4.0
4/3/2024	Alleyne, Jaylon	Driving to and from Antamex-Concord site.	1.5
4/3/2024	Dave, Sumit	Additional calls/ inquiries and followups for US assets (JV rigging, keller rigging, CEI Crane, White glove moving storage)	1.0
4/4/2024	Hong, Matthew	- Responding to Antamex employee requests and inquiries	0.5

Date	Name	Narrative	Hours
4/4/2024	Williams, Richard	Call w/ ICC team to review WEPPA process. Meeting P. Reynolds re surety requests. Emails sureties et al re info requests. T/c and emails C. McIntyre re [REDACTED] Emails K. Boucock re lien waiver.	1.4
4/4/2024	Conorton, Laura	Recording transfer of funds in Ascend, trust administration and banking. Prepping files for new accounts. Discussions re: A/R transactions and corrections	0.8
4/4/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk; supervising inventory and loading for shipping.	3.1
4/4/2024	Leung, Warren	Attendance onsite: correspondence with shippers; supervising inventory and loading for shipping for 301; insurance and offsite assets matters.	4.5
4/4/2024	Brown, Rose	Scan mail rec'd and send to the Team.	0.1
4/4/2024	Messina, Stephen	On site at Concord facility, drafted WEPP for unionized employees, walkthrough call with IJV to file EIF's pursuant to WEPP for Salary employees, managed ongoing employee concerns, summarized payroll to date, prepared initial list for asset disposition.	8.8
4/4/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 301 and 700. Responded to 2 creditor/ interest parties queries through the Antamex inbox.	7.5
4/4/2024	Alleyne, Jaylon	Correspondence with creditors. Ad hoc conversations with employees, Deloitte engagement team.	4.0
4/4/2024	Alleyne, Jaylon	Driving to and from Antamex-Alliston site.	3.0
4/4/2024	Dave, Sumit	prepared Memo for all offsite equipment status	2.0
4/4/2024	Reynolds, Philip	Discussion with Blakes re: [REDACTED]; internal discussions re: asset realization approach; discussion with sureties re: Access Agreement; discussion with S. Dave re: offsite asset retrieval.	3.2
4/5/2024	Williams, Richard	T/c Blakes, P. Reynolds re [REDACTED] Emails C. Herron re [REDACTED]. Emails with various contractors / customers. Emails S. Messina re [REDACTED]. TC re WEPPA. Emails re [REDACTED]	2.1
4/5/2024	Hong, Matthew	Review AR Schedule and Outstanding Invoices with Krista	3.1
4/5/2024	Messina, Stephen	On site at Concord facility, internal strategy call regarding asset disposition, call with Toronto Union leader to discuss WEPP filing, facilitated site visit with interested party, reviewed IJV WEPP filings to date.	5.6

Date	Name	Narrative	Hours
4/5/2024	Williams, Richard	T/c L. Rogers re [REDACTED]. Emails re surety access and information requests. T/c Nationwide, JS Held, Euler re access agreement. T/c P. Reynolds. T/c L. Rogers. Emails P. Lucey re Suffolk invoice. T/c A. Moskowitz, review and execute EL.	1.9
4/5/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 301 and 700. Responded to 2 creditor/ interest parties queries through the Antamex inbox. Gathered machine passwords to assets in Alliston.	6.0
4/5/2024	Berardi, Gianluca	Discussed Antamex asset disposition strategy and gathering interest parties information.	1.5
4/5/2024	Alleyne, Jaylon	Asset disposition meeting and presentation preparation with P. Reynolds, S. Messina, & G. Berardi. Strategy discussion. Estate banking. Ad hoc conversations with estate administrators, R. Williams.	6.0
4/5/2024	Alleyne, Jaylon	Driving to and from Antamex-Concord site.	1.5
4/5/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk; supervising inventory and loading for shipping.	3.5
4/5/2024	Leung, Warren	Attendance onsite: correspondence with shippers; supervising inventory and loading for shipping for 301; insurance and offsite assets matters.	1.5
4/5/2024	Reynolds, Philip	Review revised [REDACTED] (from Blakes); discuss same with Blakes.	1.0
4/6/2024	Messina, Stephen	Executed mail merge for all salary and hourly employees to generate unique WEPP packages.	1.7
4/7/2024	Messina, Stephen	Reviewed independent contractor invoices.	0.2
4/8/2024	Williams, Richard	Review email correspondence; emails with counsel re [REDACTED] T/c P. Reynolds. T/c M. Hong re JS Held info request. T/c Nationwide re wire details. Email M. Carson. Prep tax forms for Suffolk, email to D. Tremblay re [REDACTED]	2.0
4/8/2024	Brown, Rose	Trust Banking Admin. Disbursement cheque and Scan and send mail to the Team.	0.5
4/8/2024	Hong, Matthew	- Set up a laptop for Chris Heron and speak to necessary parties to provide authorization and access- Respond to 3rd Party Request and review AR Schedules- Gather buyer information and consolidate request in folder	5.1
4/8/2024	Williams, Richard	Emails S. Messina re WEPPA. Emails T. Moss re [REDACTED] [REDACTED] Extensive correspondence with various contractors, sureties and consultants re info requests. T/c and emails J. Sugar. T/c L. Rogers. Emails J. Dicker.	2.0

Date	Name	Narrative	Hours
4/8/2024	Messina, Stephen	Processed 180 WEPPA claims and sent emails to all ex-Antamex employees. Provided responses to questions via phone and email. Prepared sale process information for secured lenders.	9.8
4/8/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Island; supervising inventory and loading for shipping.	4.0
4/8/2024	Leung, Warren	Attendance onsite: correspondence with shippers for 301; supervising inventory and loading for shipping.	1.0
4/8/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, 301 and 700. Responded to 4 creditor/contract/ interest parties queries through the Antamex inbox. Reviewed POC submitted to Antamex inbox.	8.8
4/8/2024	Berardi, Gianluca	Worked on asset disposition strategy	0.1
4/8/2024	Alleyne, Jaylon	Correspondence with engagement team and Antamex contractors.	4.0
4/9/2024	Williams, Richard	Review Ch. 15 declaration. Emails to staff re info for declaration. Emails w/ sureties and contractors re access and info request. Emails W. Karwala. Meeting D. Tremblay re W8BEN. Emails Suffolk to provide form. Emails M. Byrne re interest in assets.	2.5
4/9/2024	Conorton, Laura	Recording receipt of funds, online banking and reconciliation. Reviewing request for payment and correspondence with team. Correspondence with team on POC's and WEPPA requirements. Processing wire payment to DRI	1.5
4/9/2024	Hong, Matthew	- Reconciling AR Schedule and responding to inquiries about information transferring- Compiling Buyer Information Folder	4.2
4/9/2024	Williams, Richard	Review [REDACTED] and email C. McIntyre. Emails C. Herron re FNB. Emails R. Going, R. Spurgeon re Pomerleau project. Letter to Aramino LLP. Confirm vault access; t/c and emails C. Heron. Trust administration. T/c and emails re access.	2.8
4/9/2024	Messina, Stephen	Reviewed 40 proof of claims pursuant to WEPPA, answered various employee questions regarding WEPPA, discussions with HR to manage unionized employee issues, internal discussion on sale process details, filed amendments for WEPP where necessary.	8.9
4/9/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Island; supervising inventory and loading for shipping.	4.0
4/9/2024	Leung, Warren	Attendance onsite: correspondence with shippers for 301; supervising inventory and loading for shipping.	1.0

Date	Name	Narrative	Hours
4/9/2024	Brown, Rose	Trust Banking - Set up C\$ Trust account - prepare document , have signed and email to RBC, Reconcile online banking report to Ascend GL's and send detail GL's to the Team, Save scanned mail on Q Drive.	1.9
4/9/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, 301 and 700. Responded to 5 creditor/contract/ interest parties queries through the Antamex inbox. Reviewed [REDACTED] submitted to Antamex inbox.	9.0
4/9/2024	Berardi, Gianluca	Worked on asset disposition strategy	0.1
4/9/2024	Alleyne, Jaylon	Correspondence with Deloitte engagement team regarding urgent requests and A/R status, Antamex Contractors, and estate staff.	7.0
4/9/2024	Alleyne, Jaylon	Traveled back and forth to Antamex Concord.	1.5
4/10/2024	Conorton, Laura	Recording incoming wire, trust administration and banking. Online banking report	0.4
4/10/2024	Hong, Matthew	- Setting up Island with laptops and access to Project 700 - Call with Richard to discuss AR Outstanding Schedule - Call with Warren to review AR Outstanding Schedule and discuss follow up deliverable	5.1
4/10/2024	Williams, Richard	Review updated service list. Emails R. Spurgeon. Emails J. Alleyne re HSBC US funds. Emails re Pomerleau inventory count, surety access. Emails P. Reynolds. Emails C. McIntyre, C. Herron re [REDACTED]s. Call with Blakes.	2.3
4/10/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Karas/Island; supervising inventory and loading for shipping.	4.5
4/10/2024	Leung, Warren	Attendance onsite: team update; AR, offsite assets and insurance matters.	1.0
4/10/2024	Messina, Stephen	Initial draft of asset realization strategy, review and filing of proof of claims, communication with lessees, update of interested buyer listing, discussion with Concord team to review inventory for Job 697.	8.7
4/10/2024	Brown, Rose	Estate Adm - Open mail, scan and send to the Team. Banking Adm - Disbursement cheque.	0.2
4/10/2024	Berardi, Gianluca	On site at Concord location. Worked on asset disposition strategy. Responded to 3 creditor/contract/ interest parties queries through the Antamex inbox. Reviewed POC submitted to Antamex inbox.	5.5
4/10/2024	Casey, Brian	QA check on processes to be completed/meetings	1.0
4/10/2024	Alleyne, Jaylon	Correspondence with engagement team. Prepared Asset disposition strategy. Meeting with P. Reynolds, G. Berardi, and S. Messina.	6.0

Date	Name	Narrative	Hours
4/10/2024	Alleyne, Jaylon	Traveled back and forth to Antamex Alliston.	3.0
4/10/2024	Reynolds, Philip	Attend Concord and to various matters; catch up call with Blakes re: various file matters; internal discussion re: asset disposition strategy; discussions with J. Ozen and review of org chart information.	5.5
4/11/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Karas/Island; supervising inventory and loading for shipping.	5.0
4/11/2024	Williams, Richard	Emails R. Spurgeon, J. Ozen re 256. Review L. Rogers Declaration for Ch. 15 case. Review inventory / AR information for FNB, YUMC. Review [REDACTED]; emails C. McIntyre, A. Moskowitz.	3.0
4/11/2024	Williams, Richard	Emails C. Herron re FNB and other info requests. Populate data room and emails J. Sugar, A. Bombini.	0.5
4/11/2024	Messina, Stephen	Updated asset realization deck to be presented to secured creditors, continued to collect proof of claims pursuant to WEPP, discussion with HR team to manage RRSP contribution issue, developed commercial real estate package to solicit brokers.	10.6
4/11/2024	Hong, Matthew	- Updated AR Demand Letters - Prepare Billing Schedule for Project 699 with Krista	4.5
4/11/2024	Brown, Rose	Estate Adm - Open mail, scan and send to the Team. Prepare final documentation to open second CDN\$ account, have signed and send to RBC, File documents on Q and send out email to Team with Wire instructions sheet. Discuss wire issue request with LC.	1.5
4/11/2024	Garcia, Andy	Onsite for asset inventory of various devices in the 2nd floor IT room.	7.5
4/11/2024	Conorton, Laura	Correspondence with bank and team on locating wire sent on April 1. Review of documentation. Research and correspondence with team on wires received incorrectly to finance from Nationwide Ins	0.8
4/11/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. Responded to 2 creditor/interest parties queries through the Antamex inbox. Reviewed POC submitted to Antamex inbox.	10.5
4/11/2024	Berardi, Gianluca	Worked on asset disposition strategy	0.1
4/11/2024	Casey, Brian	QA check on processes to be completed/meetings	1.0
4/11/2024	Alleyne, Jaylon	Correspondence with engagement team, contractors, and others. Ad hoc meeting and conversations re: digital security. Prepared and complied deliverables for surety negotiations. Prepared Asset disposition strategy.	6.0
4/11/2024	Alleyne, Jaylon	Traveled back and forth to Antamex Concord.	1.5

Date	Name	Narrative	Hours
4/11/2024	Pardinas, Elijah	On-site - collection and documentation of physical assets	8.0
4/11/2024	Chen, Guo	on-site collections and evidence management	9.0
4/12/2024	Williams, Richard	Emails GB re forklift issue. Emails [REDACTED] [REDACTED] Emails P. Reynolds, L. Rogers re [REDACTED] [REDACTED] Emails re [REDACTED] [REDACTED] T/c L. Rogers. Review emails re inventory counts. Various emails RS	1.5
4/12/2024	Garcia, Andy	Updating device collection tracker.	0.5
4/12/2024	Conorton, Laura	Recording and adjusting POC's in Ascend for employee creditors. Final correspondence with RBC and team on missing wire sent on April 1/24 to Dream Summit.	2.8
4/12/2024	Brown, Rose	Discuss Weppa POC input into Ascend with RW and discuss inputting POC with LC. Set up Banking folders.	0.5
4/12/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. Responded to 4 creditor/interest parties queries through the Antamex inbox. Reviewed POC submitted to Antamex inbox.	8.5
4/12/2024	Alleyne, Jaylon	Correspondence with engagement team, estate staff, and contractors. Engaged in contractor exercise. Gathered sub-contractor invoices.	4.0
4/12/2024	Alleyne, Jaylon	Traveled back and forth to Antamex Concord.	1.5
4/12/2024	Messina, Stephen	Finalized and submitted WEPP claims for disabled employees, filed proof of claims received, exchanged emails and phone calls with former employees, compiled all contractor invoices.	7.9
4/12/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Karas/Island; supervising inventory and loading for shipping.	4.0
4/12/2024	Reynolds, Philip	Review preliminary asset disposition strategy report; attend to various emails re: inventory, cash flow, go forward estate carrying costs.	2.0
4/14/2024	Messina, Stephen	Executed payroll for all contractors, responded to employee emails and filed proof of claims submitted by employees.	1.9
4/15/2024	Williams, Richard	Attend Concord location. Meeting with R. Spurgeon re inventory issues and progress with sureties. T/c C. McIntyre re various outstanding issues. Review email correspondence. Emails R. Going re PMU. Review and comment on contractor payroll. Review inventor	2.5
4/15/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Karas/Island; supervising inventory and loading for shipping.	4.5

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
4/15/2024	Chen, Guo	On-site evidence management and collections	2.0
4/15/2024	Conorton, Laura	Reviewing and entering contract services cheques for April 1-12 period in preparation for printing. Admitting and recording POC's received. Processing wire payment to The Canada Life Assurance for final RRSP contributions	2.5
4/15/2024	Brown, Rose	Print and review disbursement request, Print cheques have signed and scan & prepare for mailing to contract workers.	1.1
4/15/2024	Messina, Stephen	Discussion with Canada life regarding RRSP, made amendments to asset disposition deck, discussed inventory management with Concord contractors, generated cheque for remaining contractors, discussion with forensics to outline data recovery plan.	5.6
4/15/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. Responded to 2 creditor/interest parties queries through the Antamex inbox. Reviewed POC submitted to Antamex inbox.	9.1
4/15/2024	Alleyne, Jaylon	Traveled to and from antamex Concord	1.5
4/15/2024	Alleyne, Jaylon	Correspondence with Deloitte engagement team regarding inventory counts, currently location of inventory and equipment, cash status, and appraisal reports. Met with contractors for inventory updates and status.	6.0
4/15/2024	Garcia, Andy	M365 mailbox and OneDrive collection + litigation hold. Preserving mailbox and OneDrive collection. Creating Project in Relativity and Evidence management.	2.0
4/15/2024	Tarapore, Maya	Device Inventory	2.0
<b>Total</b>			<b>465.9</b>





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

## Invoice 8004754947

### 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: May 08, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1012314163TQ0001

### For professional services rendered

#### Fees

In connection to our engagement letter dated January 19, 2024, for the period April 1, 2024 to April 30, 2024.

Please see attached appendices for details.

HST applicable	7,262.50
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#### Expense

Out-of-pocket Expenses.

HST applicable	79.07
Administrative Expense	508.38

#### Sales Tax

HST at 13.00 %	1,020.49
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<b>Total Amount Due (CAD)</b>	<b>8,870.44</b>
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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	8004754947	8,870.44	Payment for invoice 8004754947

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	8.5	775.00	6,587.50
Williams, Richard	Director	1.0	675.00	675.00
<b>Total Professional Hours and Fees</b>		<b>9.5</b>		<b>7,262.50</b>
Out-of-pocket Expenses				79.07
<b>Total Fees and Expenses (CAD)</b>				<b>7,341.57</b>



## Appendix #2

Work performed from April 1, 2024 to April 30, 2024

Date	Name	Narrative	Hours
4/1/2024	Williams, Richard	Emails R. Lewis. T/c P. Reynolds. Email T. Moss [REDACTED]	0.3
4/2/2024	Williams, Richard	Emails R. Lewis - review [REDACTED] [REDACTED]	0.2
4/3/2024	Reynolds, Philip	Review email corresp from US counsel re: [REDACTED] [REDACTED]	1.0
4/4/2024	Williams, Richard	Email from A. Smith providing timeline of [REDACTED] [REDACTED] e. Email T. Moss, R. Lewis providing [REDACTED]. Email R. Lewis re [REDACTED]	0.3
4/5/2024	Williams, Richard	T. Moss email.	0.1
4/8/2024	Reynolds, Philip	Review Ch15 petition declaration of foreign rep.	1.0
4/12/2024	Reynolds, Philip	Review [REDACTED] prepared by Blakes and provide comments thereon.	1.0
4/15/2024	Reynolds, Philip	Review CH15 filing materials and provide comments.	1.5
4/18/2024	Reynolds, Philip	Review updated CH15 filing materials; provide comments.	0.5
4/21/2024	Reynolds, Philip	Allend to various emails and updated materials re: Chapter 15 pleadings.	1.5
4/23/2024	Williams, Richard	Emails P. Reynolds, L. Rogers re [REDACTED] Review [REDACTED] [REDACTED]	0.1
4/23/2024	Reynolds, Philip	Review updated Chapter 15 pleadings; various emails related thereto.	1.0
4/26/2024	Reynolds, Philip	Call with Perkins and Blakes re: [REDACTED] [REDACTED]	1.0
<b>Total</b>			<b>9.5</b>



**Appendix #3**  
**Out of pocket Expenses**

Description	Amount
Fuel/Car Rental/Taxi/Rideshare	79.07
Total	79.07



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

## Invoice 8004846875

### 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: May 30, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1012314163TQ0001

### For professional services rendered

#### Fees

For work performed by Deloitte Restructuring Inc. in its capacity as court-appointed Receiver of Antamex Industries ULC, for the period to April 30, 2024.

Please see attached appendix for details.

HST applicable	185,137.50
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#### Expense

Out-of-pocket Expenses

HST applicable	4,099.23
Administrative Expense	12,959.63

#### Sales Tax

HST at 13.00 %	26,285.53
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<b>Total Amount Due (CAD)</b>	<b>228,481.89</b>
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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	8004846875	228,481.89	Payment for invoice 8004846875

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	7.4	775.00	5,735.00
Williams, Richard	Director	28.4	675.00	19,170.00
Leung, Warren	Director	38.9	675.00	26,257.50
Casey, Brian	Senior Manager	22.0	550.00	12,100.00
Brown, Rose	Manager	8.5	475.00	4,037.50
Dave, Sumit	Manager	1.5	475.00	712.50
Conorton, Laura	Senior	19.9	350.00	6,965.00
Berardi, Gianluca	Senior	105.4	350.00	36,890.00
Messina, Stephen	Senior	74.5	350.00	26,075.00
Hong, Matthew	Senior	39.2	350.00	13,720.00
Pardinas, Elijah	Senior	15.0	350.00	5,250.00
Jumboo, Mohammed	Senior	22.5	350.00	7,875.00
Alleyne, Jaylon	Analyst	55.5	275.00	15,262.50
Garcia, Andy	Analyst	2.0	275.00	550.00
Tarapore, Maya	Analyst	2.0	275.00	550.00
Orvitz, Alexander	Analyst	5.5	275.00	1,512.50
Chen, Guo	Analyst	9.0	275.00	2,475.00
<b>Total Professional Hours and Fees</b>		<b>457.2</b>		<b>185,137.50</b>
Out-of-pocket Expenses				4,099.23
<b>Total Fees and Expenses (CAD)</b>				<b>189,236.73</b>





## Appendix #2

### Work performed to April 30, 2024

Date	Name	Narrative	Hours
4/8/2024	Jumboo, Mohammed	Worked on lodging employee claims for 180 employees on project curtain.	8.0
4/12/2024	Jumboo, Mohammed	Worked on lodging employee claims for 180 employees on project curtain.	5.0
4/15/2024	Reynolds, Philip	Prepare asset realization material; review receivership costs to date; review draft 256 Victoria Receivership Order and provide comments.	2.1
4/16/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Island; supervising inventory and loading for shipping.	4.0
4/16/2024	Leung, Warren	Review AR letters and comments to M. Hong; correspondences re offsite assets.	1.5
4/16/2024	Brown, Rose	Scan and send mail to the Team and save on Q Drive.	0.1
4/16/2024	Williams, Richard	Attend at Concord facility. Review Deutsche leases and emails T. Dunn. T/c J. Sugar. Emails R. Spurgeon. T/c and emails M. Freake re draft order. Emails L. Rogers, C. McIntyre. Review emails from T. Moss. Email S. Allan; upload lease to Sharefile.	1.5
4/16/2024	Williams, Richard	Gather information for Ch. 15 filing. Emails R. Spurgeon re inventory counts, staffing, offsite storage. T/c C. McIntyre re [REDACTED]. Emails re laptops / J. Dicker. Emails [REDACTED]. Trust administration.	1.6
4/16/2024	Messina, Stephen	On site at Concord facility. Made further amendments to the asset disposition deck, discussed CRA account issues with contractors, discussion with ICC to assist with WEPPA filing amended claims, email to coordinate iron mountain boxes for shipping.	6.1
4/16/2024	Dave, Sumit	Coordinating for equipment possession with customers at sites in Markham, Toronto, Pittsburgh, and Kent, preparing a revised memo on work status.	1.5
4/16/2024	Conorton, Laura	Processing wire payment to Fom USA and transfer of funds from gen to AIP Xmbly account, recording outgoing and incoming amounts, trust administration and banking. Updating insolvency website. Correspondence regarding incorrectly wired funds from Nationwid	2.0
4/16/2024	Alleyne, Jaylon	Traveled to and from antamex Concord	1.5

Date	Name	Narrative	Hours
4/16/2024	Alleyne, Jaylon	Correspondence with R. Williams, S. Messina, M. Hong, and G. Berardi. Met with contractors regarding current count progress & future outlook.	5.0
4/16/2024	Tarapore, Maya	Device Inventory	0.5
4/16/2024	Reynolds, Philip	Review equipment listing by location, asset appraisals and update asset realization deck.	1.5
4/16/2024	Jumboo, Mohammed	Lodged employee claims online on the government website for project Curtain.	3.0
4/16/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. Responded to 2 creditor/interest parties queries through the Antamex inbox. Reviewed POC submitted to Antamex inbox.	8.5
4/17/2024	Williams, Richard	Emails re Deutsche equipment. Emails S. Messina, C. Herron re staffing. Discussion P. Reynolds re asset realization. Emails ADP. Trust administration. Email M. Stephenson. Emails R. Going re Pomerleau amounts. Calls with Suffolk re wire instructions.	1.2
4/17/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Island/Elemment; supervising inventory and loading for shipping.	3.0
4/17/2024	Williams, Richard	Review and address status of inventory and AR claims. Review information provided for 256 Victoria and emails R. Spurgeon. Further emails re inventory reconciliations; emails A. Iqbal re YUMC payment. Emails re info request for Ch. 15	2.0
4/17/2024	Conorton, Laura	Processing wire payment to Fasken, working with A/R on incoming wire incorrectly sent. Recording and admitting POC's. Recording incoming wires. Discussion with team re coding and review of details within correspondence of funds	2.6
4/17/2024	Messina, Stephen	Attended Concord facility. Reviewing incoming proof of claims in connection with WEPP, discussed inventory management for project 699, oversaw shipping, processed deposit for employee benefit refund, sent notice to creditors, acquired iron mountain boxes.	7.1
4/17/2024	Brown, Rose	Trust Banking Adm - Deposit. Reconcile the CD\$ account and send an email to team regarding incoming wire received on Apr 9, 2024.	0.7
4/17/2024	Alleyne, Jaylon	Traveled to and from antamex Concord	1.5
4/17/2024	Alleyne, Jaylon	Correspondence with Deloitte engagement team. Discussed asset disposition strategy. Reviewed CRE pack. Met with Antamex contractors re: status of certain inventory counting progress. Obtained and reviewed documentation from former Antamex executives.	5.0

Date	Name	Narrative	Hours
4/17/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. Worked on inventory reconciliation for Job 699. Reviewed POC submitted to Antamex inbox.	10.2
4/18/2024	Chen, Guo	On-site collection/documentation of devices/data	9.0
4/18/2024	Conorton, Laura	Processing wire payment to DRI. Reviewing online account, reconciling and noting incoming wires. Recording incoming wires, locating supporting documentation pertaining to the receipt of funds and redirection from DMS.	1.5
4/18/2024	Garcia, Andy	QAing mailbox collections. Exporting and preserving SharePoint/OneDrive data.	1.0
4/18/2024	Brown, Rose	Scan and send mail to the Team and save on Q Drive.	0.2
4/18/2024	Williams, Richard	Emails with J. Ozen re directors listed in court materials. Trust administration. Review of inventory counts for YUMC, FNB and Pomerleau and emails S. Messina, G. Berardi, R. Spurgeon. Discussions around consolidation of material. T/c, emails A. Moskowitz	1.6
4/18/2024	Williams, Richard	Emails R. Spurgeon re release of 'attic stock' and miscellaneous glass inventory. Emails R. Spurgeon re MDD invoice. Extensive discussions with A. Iqbal, P. Sawicki, C. McIntyre re [REDACTED].	1.4
4/18/2024	Williams, Richard	Emails G. Berardi, W. Leung re cut fence in Alliston and scrap inventory. Emails J. Alleyne re CIBC bank holdings. Finalize review of [REDACTED] and emails L. Rogers. Discussions C. Herron, R. Spurgeon re [REDACTED].	1.1
4/18/2024	Leung, Warren	Team correspondence re forklift, trailers.	0.5
4/18/2024	Orvitz, Alexander	on-site reconciling custodians with devices	5.5
4/18/2024	Alleyne, Jaylon	Traveled to and from antamex Alliston	3.0
4/18/2024	Alleyne, Jaylon	Supervised loading of trucks. Attended meeting with M Hong and Antamex contractor regarding ar.	4.0
4/18/2024	Casey, Brian	Onsite data collection/QA organization	6.0
4/18/2024	Messina, Stephen	On site in Concord. Discussion with creditors in connection with ongoing services, commencement of filing documents and records (legal, HR, finance), discussion with forensic team regarding laptops in use, updated commercial real estate package.	6.4
4/18/2024	Reynolds, Philip	Review of AR recovery analysis prepared by M. Hong; asset realization deck update; review affidavit of J. Borsh (Receivership application of 256 Victoria).	1.0

Date	Name	Narrative	Hours
4/18/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. Oversaw forklift repair pickup and septic tank pumping Alliston. Reviewed POC submitted to Antamex inbox.	10.3
4/18/2024	Hong, Matthew	- Reconciling AR Demand Letters to updated schedule provided by Ryan Spurgeon- Call with Ryan to discuss status of each construction project and likelihood of collection	8.6
4/18/2024	Pardinas, Elijah	On-site collection/documentation of devices/data	8.0
4/19/2024	Williams, Richard	Emails Blakes, Miller Thomson re [REDACTED] Execute agreement and email A. Iqbal. Discussions M. Hong re Stuart Olson inspection. Emails L. Rogers, T. Dunn re [REDACTED]. Review Ch. 15 materials. Emails R. Spurgeon re A	1.3
4/19/2024	Williams, Richard	Emails R. Spurgeon re Suffolk glass at Concord. Review and execute CBCC engagement letter. Emails N. Macdonald, S. Messina re WEPPA and union. Meet with Elena and file RP0001 and RP0002 payroll data. Review realization strategy deck. WEPPA emails.	1.6
4/19/2024	Conorton, Laura	Recording final transaction details for transfer between accounts, generating reports, admitting POC's	1.8
4/19/2024	Leung, Warren	Emails and call with team re insurance; review updated AR letters and correspondence with team; emails with G. Berardi re Alliston updated.	2.5
4/19/2024	Alleyne, Jaylon	Answered and sent emails regarding site visits. Contacted Antamex contractors. Discussions with Deloitte engagement team regarding future.	1.0
4/19/2024	Casey, Brian	QA data collection	0.5
4/19/2024	Messina, Stephen	Commute to and from Alliston facility. Sorted and responded to proof of claims received, exchanged emails with Union representatives, discussion with insurance broker regarding US workers compensation coverage.	8.4
4/19/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. 3 Trailer dropoff form Concord to Alliston. Assisted in site tour for job 695. Reviewed POC submitted to Antamex inbox.	10.5
4/19/2024	Hong, Matthew	- Monitoring 3rd parties' entrants and observation of the client site (Dream and Stuart Olson)- Sending out AR Demand Letters	8.3
4/22/2024	Garcia, Andy	QAing OneDrive/SharePoint folders for 3 custodians.	1.0

Date	Name	Narrative	Hours
4/22/2024	Williams, Richard	Emails S. Smith, R. Brown, J. Alleyne re YUMC materials. Emails S. Messina, C. McIntyre re [REDACTED]. Emails S. Messina re S. Morrisson contract. T/c and emails R. Going re Pomerleau materials. Coordinate inventory pickups. Review draft agreement re [REDACTED].	1.5
4/22/2024	Williams, Richard	Emails T. Moss, R. Brown re [REDACTED]. T/c A. Smith re 256 hearing. Emails S. Messina, union administration re WEPPA. Emails G. Berardi re Alliston fence issue.	1.0
4/22/2024	Messina, Stephen	Sent out notice to all employees whom we expect to have laptops in their possession, generated WEPP claims for NS Unionized employees, began drafting WEPP claims for ON union employees, supervised shipping of inventory on project 695, filed WEPP claims.	8.5
4/22/2024	Brown, Rose	Trust Banking Administration - Disbursement cheques, Estate Adm - Preparing credit excel spreadsheet and update with any new address. Discuss and send to RW.	2.1
4/22/2024	Tarapore, Maya	Device Inventory	1.5
4/22/2024	Casey, Brian	On-site data collection/coordination	6.0
4/22/2024	Leung, Warren	Discussions with S. Dave re offsite assets; discussions with G. Berardi re scrap; AR letters and correspondence with M. Hong.	2.5
4/22/2024	Jumboo, Mohammed	Lodged employee claims online on the government website for project Curtain.	3.0
4/22/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, 695 and 700. 2 Trailer dropoff from Concord to Alliston. Assisted in site tour for job 697. Reviewed POC submitted to Antamex inbox.	9.1
4/22/2024	Alleyne, Jaylon	Traveled to Antamex Alliston	3.0
4/22/2024	Alleyne, Jaylon	Supervised truck deliveries. Met with former vendors. Reviewed missing assets. Ad hoc conversations with G. Berardi.	5.0
4/22/2024	Hong, Matthew	- Send out AR Demand Letters and create consolidated response tracker for internal purposes- Monitor Stuart Olsen's collection of material	1.0
4/22/2024	Reynolds, Philip	Correspondence with Grossman (US Property); review correspondence to sureties re: \$2M repay requirement; review updated AR analysis; discuss realization strategy re: offsite assets with S. Dave.	1.3
4/22/2024	Pardinas, Elijah	On-site collection/documentation of devices/data	6.0

Date	Name	Narrative	Hours
4/23/2024	Williams, Richard	Emails G. Berardi re scrap in Alliston. Emails A. Moskowitz re appraisal. Emails S. Messina re laptops. Review and update [REDACTED] and send to T. Moss. Review [REDACTED] Emails re inventory recs. Emails T. Moss, C. McIntyre.	1.0
4/23/2024	Williams, Richard	Emails re unidentified deposit, release of third party materials. Planning meeting with delivery team. T/c and emails S. Messina re HR issues, WEPPA. Review insurance survey and emails W. Leung. Review Ellis Don surety notice re The Well. T/c R. Going.	1.6
4/23/2024	Conorton, Laura	Recording POC's, correspondence with A/R and team, trust administration and banking.	1.2
4/23/2024	Brown, Rose	Trust Banking Adm - Disbursement cheque/wire, prepare deposit and take to the bank. Scan and send mail to the team. Reconciling CDN\$ account to Ascend. Send email to RBC to reverse cheque charge in error on account.	1.8
4/23/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Island; supervising inventory and loading for shipping.	4.0
4/23/2024	Leung, Warren	Insurance matters; team update call; team discussion re scrap, offsite assets; RS Trust payments.	1.5
4/23/2024	Messina, Stephen	On site at Concord facility. Managed incoming responses to employee device return, generated WEPP claims for Ontario Union workers, internal status on project, physical inventory walkthrough with Suffolk regarding glass that can be shipped.	7.7
4/23/2024	Jumboo, Mohammed	Lodged employee claims online on the government website for project Curtain.	3.5
4/23/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. Assisted remote technician to fix FOM LMT65. Responded to 2 creditor queries through antamex inbox. Reviewed POC submitted to Antamex inbox	10.1
4/23/2024	Alleyne, Jaylon	Traveled to Antamex Concord	1.5
4/23/2024	Alleyne, Jaylon	Meeting with contractors regarding inventory removal. Contacted vendors. Reviewed asset disposition deck. Estate banking.	3.0
4/23/2024	Hong, Matthew	- Inquire about received deposit with Ryan and internal discussions- Draft Holdback receivable demand letters- Draft up Cheque Receipt Form	3.3
4/23/2024	Reynolds, Philip	Prepare for and attend 256 Receivership Application Hearing; status update meeting with Deloitte team - various matters.	0.5
4/24/2024	Brown, Rose	Trust Banking Adm - completed wire and cheques.	0.4

Date	Name	Narrative	Hours
4/24/2024	Conorton, Laura	Processing wire payment to Aon Insurance, correspondence re wire to Perkins, trust administration/banking. Website updates. Admitting POC's. 256 Victoria: Creating website and uploading docs, creating page in Ascend.	2.5
4/24/2024	Williams, Richard	Emails T. Moss, L. Rogers et al re [REDACTED]. Emails S. Messina re employee lists. Review and comment on 256 notice.	0.5
4/24/2024	Messina, Stephen	Drive to and from Alliston facility. Coordinated WEPP EIF filings with ICC, mailed WEPP packages to 27 union employees.	3.2
4/24/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Island/Elemment; supervising inventory and loading for shipping.	5.0
4/24/2024	Leung, Warren	Team call re AR, FOM, inventory; insurance matters.	1.2
4/24/2024	Berardi, Gianluca	Prepared disbursement vouchers and receipt vouchers for Antamex. Coordinated cut fence in Alliston repairman. Responded to 2 creditor queries through antamex inbox. Reviewed POC submitted to Antamex inbox.	5.5
4/24/2024	Alleyne, Jaylon	Traveled to Antamex Concord	1.5
4/24/2024	Alleyne, Jaylon	Estate banking. Meeting with former employees. Retrieval of assets. Discussions with contractors regarding project status.	3.0
4/24/2024	Hong, Matthew	- Respond to 699 Legal Inquiry from Paliare Roland-Reconcile Project 103 for holdback and accounts receivable demand letters.- Internal Call with Phil Reynolds - Call with Ryan Spurgeon to discuss status of Project 699 and Project 103 billing	2.2
4/25/2024	Leung, Warren	Attendance onsite: correspondence with shippers and Suffolk/Island/Elemment; supervising inventory and loading for shipping.	4.5
4/25/2024	Brown, Rose	Trust Banking Adm - Disbursements, Scan Mail rec'd and send to the Team, Prepare creditor mail for 3 additional creditors, Pick up courier Pkg - Laptop.	1.2
4/25/2024	Conorton, Laura	Admitting POC's. Inputting cheque to A1 Pumping256 Victoria: trust administration, preparation for account setup, mailing and filing	1.0
4/25/2024	Williams, Richard	Receipt and review of appraisal. Review direct and redirected mail. Emails J. Sugar. Emails Perrini, JS Held re access agreement. Further emails Perrini re schedule of shipments from Concord. Trust admin.	1.0

Date	Name	Narrative	Hours
4/25/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692, and 700. Prepared 3 disbursement requestions. Oversaw fence repair and FOM LMT 65. Reviewed POC submitted to Antamex inbox.	10.1
4/25/2024	Casey, Brian	Laptop Collection	0.5
4/25/2024	Messina, Stephen	On site at Concord. In person management of documents and records to Iron Mountain, review of Suffolk glass inventory, processing of contractor payroll, filed incoming proof of claims and walked through inventory issues with contractors.	4.8
4/25/2024	Alleyne, Jaylon	Traveled to Antamex Concord	1.5
4/25/2024	Alleyne, Jaylon	Estate banking. Contractor conversations. Asset retrieval. Vendor correspondence.	2.0
4/25/2024	Hong, Matthew	- Review Project 103 receivables reconciliation with Warren-Draft holdback receivable letters to various customers-Reconcile inventory in Concord facility for Project 687-Monitor ex-employees dropping off and picking up personal property	3.4
4/25/2024	Reynolds, Philip	Review Platinum appraisal of Cdn assets; update asset disposition plan.	1.0
4/26/2024	Williams, Richard	Review [REDACTED] and emails L. Rogers. Emails re YUMC vault access. Emails R. Going re Pomerleau. Emails re inventory pickup for FNB and other project owners. Emails J. Dicker, R. Spurgeon. Review direct and redirected mail.	1.5
4/26/2024	Leung, Warren	Call with G. Berardi re Alliston matters; call with M. Hong re AR letters and finalize.	1.0
4/26/2024	Brown, Rose	Trust Banking Adm - Disbursement cheques, Prepare documentation for opening of two additional C\$ accounts and sent RBC and save doc's on Q Drive, Send Email/doc's to RBC to confirm deposit of \$11,345.88-Apr 22/24.	1.8
4/26/2024	Conorton, Laura	Obtaining bank account information and summaries. Processing wire to Blakes256 Victoria: setting up new trust account, trust administration in preparation of filing. Registration of receivership, website updates	2.3
4/26/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Supervised the inventory removal of job 692. Reconciled 694 inventory. Reviewed bystronic payout schedule. Oversaw airlquide material pickup. Reviewed POC submitted to Antamex inbox.	9.4
4/26/2024	Casey, Brian	ewasting/ shredding services	1.0



Date	Name	Narrative	Hours
4/26/2024	Messina, Stephen	On site in Concord, documented devices returned from former employees, conducted walkthrough of inventory with contractors, phone call and email to surety on shipping progress, filed proof of claims received, drafted remaining payroll for 2 week period.	7.3
4/26/2024	Pardinas, Elijah	Device Inventory	1.0
4/26/2024	Alleyne, Jaylon	Traveled to Antamex Concord	1.5
4/26/2024	Alleyne, Jaylon	Estate banking. Contractor conversations. Asset retrieval. Vendor correspondence.	2.0
4/26/2024	Hong, Matthew	Send out holdback receivable letters to project owners; Re to email inquiries from Extrudex Aluminum Corp; Communicate with Krista to draft up holdback receivable and review amounts to be billed; review site material for various projects.	5.6
4/28/2024	Alleyne, Jaylon	Review camera footage and correspondence with S. Messina & G. Berardi	0.5
4/28/2024	Messina, Stephen	Responded to incident in Alliston. Drove to and from Alliston to speak with fire and police departments in connection with issue at the site.	3.3
4/28/2024	Berardi, Gianluca	On site in Alliston. Called to site due to fire that was started in the evening.	3.3
4/29/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord	1.5
4/29/2024	Williams, Richard	Review changes to [REDACTED]. Review and approve contractor cheques. Review T. Moss update [REDACTED] e. Emails with project owners re inventory. Review incident report re Alliston fire.	2.6
4/29/2024	Conorton, Laura	Finalizing wire payment to Blakes and forwarding to RBC for processing, trust administration and banking. Admitting and reviewing POC's. Entering Payroll cheques, 256 Victoria: trust administration, correspondence with OSB, setting up estate information.	2.2
4/29/2024	Williams, Richard	T/c A. Smith. Call w/ RBC, EDC re asset strategy. T/c A. Moskowitz. Emails C. McIntyre re [REDACTED] T/c T. Manchisi, t/c L. Rogers re [REDACTED]. Emails G. Berardi re lease obligations. Upload audit response docs to CRA.	1.5
4/29/2024	Messina, Stephen	On site in Concord. Reviewed Alliston incident on camera footage and communicated with the broader team to minimize ongoing risks. Walked through inventory on site and discussed shipping plans with contractors and project managers, reviewed CRA audit info	6.5
4/29/2024	Leung, Warren	Attendance onsite: supervising inventory and loading for shipping related to Suffolk project 692.	3.0

Date	Name	Narrative	Hours
4/29/2024	Leung, Warren	Correspondence with S. Dave re offsite equipment; Alliston onsite administrative matters; insurance follow-up.	1.2
4/29/2024	Hong, Matthew	Reconcile project 697 invoicing to material on floor; Monitor 3rd party entrants on facility floor.	3.2
4/29/2024	Casey, Brian	Data Coordination	0.5
4/29/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Opened up All-lift account for scrubber repair. Emailed deutsche leasing for lease balance discrepancy. Discussed with OPP the fire incident on 4.28 on site and provided a sweep of the property.	9.5
4/29/2024	Alleyne, Jaylon	Organized contractor supplies. Correspondence & preparation for customer pickup.	4.0
4/30/2024	Williams, Richard	Review equipment delivered to BAE and discussions B. Casey. T/c M. Hong, R. Spurgeon re Pomerleau. Emails re Pomerleau pickup. T/c L. Rogers, emails T. Manchisi. T/c J. Sugar. Review T. Moss email re [REDACTED] Review Pomerleau AR reconciliation.	1.8
4/30/2024	Conorton, Laura	Printing payroll cheques, processing wire to Aon Reed, correspondence with bank on incoming wire, admitting POC's. Collecting details for stop payment request 256 Vic: creditor mailing and affidavit	2.8
4/30/2024	Messina, Stephen	On site in Concord. Assisted forensics team regarding intellectual property, reviewed incoming WEPP claims, communicated security ongoing strategy.	5.2
4/30/2024	Williams, Richard	Emails Blakes re Pomerleau inventory. Emails Deutsche Bank. Upload CRA documents re HST audit. Emails PR, Blakes re [REDACTED] Compile supporting documents for ancillary relief disbursements.	1.1
4/30/2024	Brown, Rose	Pick up Courier package and review mail rec'd with RW.	0.2
4/30/2024	Leung, Warren	Attendance onsite: supervising inventory and loading for shipping related to Suffolk project 692.	3.5
4/30/2024	Hong, Matthew	Call with Richard and Ryan to discuss Project 697 outstanding receivables; review billable schedule for project 697 from Ryan and confirm details with Krista; review of lease agreements and agree details to Platinum Appraisal for Antamex	3.6
4/30/2024	Casey, Brian	On-site data collection, ewasting, data destruction	7.5
4/30/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to Suffolk job 692. Finalized repair of FOM LMT 65 with remote technician. Performed site security improvements with Torcon.	8.9

Date	Name	Narrative	Hours
4/30/2024	Alleyne, Jaylon	Traveled to and from antamex Concord	1.5
4/30/2024	Alleyne, Jaylon	Estate banking, contractor discussions, discussions with Deloitte engagement team. Meeting with forensics team re: data storage	3.0
Total			457.2



**Appendix #3**  
**Out of pocket Expenses**

<b>Description</b>	<b>Amount</b>
Fuel/Car Rental/Taxi/Rideshare/Taxi	1,993.23
Personal Car Mileage	881.51
Postage and Courier	894.68
Tolls/Road Charges	329.81
<b>Total</b>	<b>4,099.23</b>



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

## Invoice 8004846862

### 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: May 30, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

GST/HST Registration: 12289 3605 RT0001  
QST Registration: 1000870419TQ0002

### For professional services rendered

#### Fees

Work performed in connection with the Deloitte Restructuring Inc. in its capacity as court-appointed Receiver of Antamex Industries ULC, for the period to May 17, 2024.

Please see attached appendices for details.

HST applicable	134,032.50
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#### Expense

Out-of-pocket Expenses.

HST applicable	13,444.95
Administrative Expense	9,382.28

#### Sales Tax

HST at 13.00 %	20,391.76
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<b>Total Amount Due (CAD)</b>	<b>177,251.49</b>
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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	8004846862	177,251.49	Payment for invoice 8004846862

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	7.6	775.00	5,890.00
Williams, Richard	Director	26.1	675.00	17,617.50
Leung, Warren	Director	8.2	675.00	5,535.00
Hristow, Catherine	Director	0.1	675.00	67.50
Casey, Brian	Senior Manager	12.0	550.00	6,600.00
Brown, Rose	Manager	8.0	475.00	3,800.00
Conorton, Laura	Senior	15.4	350.00	5,390.00
Berardi, Gianluca	Senior	109.4	350.00	38,290.00
Messina, Stephen	Senior	77.4	350.00	27,090.00
Hong, Matthew	Senior	20.9	350.00	7,315.00
Pardinas, Elijah	Senior	4.0	350.00	1,400.00
Gaurav, Kumar	Senior	5.0	350.00	1,750.00
Jumboo, Mohammed	Senior	3.0	350.00	1,050.00
Alleyne, Jaylon	Analyst	33.5	275.00	9,212.50
Tarapore, Maya	Analyst	1.5	275.00	412.50
Johar, Raghav	Analyst	9.5	275.00	2,612.50
<b>Total Professional Hours and Fees</b>		<b>341.6</b>		<b>134,032.50</b>
Out-of-pocket Expenses				13,444.95
<b>Total Fees and Expenses (CAD)</b>				<b>147,477.45</b>



**Appendix #2**  
**Work performed to May 17, 2024**

Date	Name	Narrative	Hours
5/1/2024	Leung, Warren	Team update call.	0.5
5/1/2024	Williams, Richard	Team meeting. Emails to project owners re inventory. Email R. Spurgeon. Email A. Bombini. T/c Deutsche Leasing, email L. Rogers. Emails landlord re Concord premises. Emails C. Martinez re press glass. Emails T. Moss re [REDACTED]	2.3
5/1/2024	Brown, Rose	Trust Banking Adm - Disbursement cheque, Estate Adm - Open Canada Life - Group Plan mail received to Antamex-Redirection. Re-fold 91 letters and stuff envelope to send out to each employee.	2.1
5/1/2024	Leung, Warren	Attendance onsite: supervising inventory and loading for shipping related to Suffolk project 692.	3.2
5/1/2024	Conorton, Laura	Stop Payment request, wire to Reliable Companies, POC's, reviewing/logging/sorting incoming wires, sorting requests, reviewing and correspondence with team. Tracking outgoing wire. Correspondence with bank on returning wire	3.3
5/1/2024	Reynolds, Philip	Attend Receiver team status update call; attend to various emails.	0.5
5/1/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to suffolk job 692. Finalized repair of FOM LMT 65 with remote technician. Performed site security improvements with Torcon Security.	7.1
5/1/2024	Messina, Stephen	On site in Concord. Managed incoming devices to be e-wasted through supplier, drafted material to be distributed to brokerages, walked through Concord assets to be liquidated and communicated with security.	4.6
5/1/2024	Alleyne, Jaylon	Traveled to and from antamex Concord	1.5
5/1/2024	Alleyne, Jaylon	Estate banking. Updating Receivership cash flow forecast. Antamex touchpoint meeting with Deloitte Engagement team.	4.0
5/1/2024	Hong, Matthew	Internal Team Meeting; reconciling lease agreement; coordinate meeting with counsel to discuss the release of inventory	2.6
5/2/2024	Williams, Richard	Trust administration. Emails re inventory / AR for 19 Duncan. Emails re file maintenance. T/c and emails [REDACTED]. Emails re [REDACTED], review notice. Emails re [REDACTED]. T/c M. Bordwin, emails S. Messina.	2.1



Date	Name	Narrative	Hours
5/2/2024	Hong, Matthew	Reboot IT Server with Walter; create a process document should IT Server crash again; reconcile active/inactive projects; internal discussion about collection of funds from [REDACTED]; monitoring shipment of Island projects	4.6
5/2/2024	Messina, Stephen	Travel to and from Alliston site. Reviewed list of commercial brokerages to solicit proposals and drafting same communication. Discussion with police regarding alarm code. Communication exchange internally regarding stock material and sale probability.	8.1
5/2/2024	Williams, Richard	Emails C. McIntyre, D. Fridmar re [REDACTED]. Emails re various lien claims. Review draft equipment sale agreement. T/c and emails A. Moskowitz. Call with US counsel to [REDACTED]	1.6
5/2/2024	Conorton, Laura	Processing wire payment to DRI, cheque to forecast landscaping, reviewing online banking for transactions, processing re-issuing of payroll cheque, amending cheque/dep req's, trust admin/banking. Adjustments to website256 Vic: correspondence with OSB	2.8
5/2/2024	Alleyne, Jaylon	Estate banking & administrative tasks	3.0
5/2/2024	Jumboo, Mohammed	Amended employee forms for union, salary and STD/LTD employees.	2.0
5/2/2024	Leung, Warren	Team correspondence re offsite equipment sale and AR letters.	0.4
5/2/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 692. Answered 6 creditor/interested parties queries in the Antamex inbox. Inventoried remaining materials on site for sale. Prepared distribution requisitions.	9.3
5/2/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord	1.5
5/3/2024	Hong, Matthew	Monitor 3rd party entrants to collect assets;	1.0
5/3/2024	Leung, Warren	Team correspondence re offsite equipment sale and leased equipment.	0.3
5/3/2024	Brown, Rose	Trust Banking Administration - Disbursement cheque, Prepare banking folder and file documents. Review disbursement and print hardcopies.	1.2
5/3/2024	Conorton, Laura	Reviewing online account, correspondence with bank re bank account management256 Vic: Trust admin prepping files for new receivership	0.8
5/3/2024	Casey, Brian	Shredding / Wasting coordination	1.0

Date	Name	Narrative	Hours
5/3/2024	Messina, Stephen	On site at Concord location. Conducted walkthrough with auctioneer to outline a plan to dictate asset removal strategy. Sent emails to all commercial real estate brokerages. Communication regarding e-waste. Updated access permissions to Concord facility.	8.5
5/3/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 692. Answered 2 creditorqueries in the Antamex inbox. Prepared distribution requisitions. Oversaw [REDACTED]	9.8
5/3/2024	Alleyne, Jaylon	Estate banking, retrieving and reviewing proof of claim documents. Discussions with S. Messina, Ma Hong, & G. Berardi. Correspondence with contractors.	2.0
5/3/2024	Williams, Richard	Chapter 15 hearing. Debrief meeting with counsel. Emails S. Messina, L. Rogers re [REDACTED].	2.0
5/3/2024	Williams, Richard	Emails G. Berardi re forklift repair. T/c S. Messina re brokerage notice. T/c M. Bordwin re interest in 256.	0.5
5/4/2024	Alleyne, Jaylon	Meeting with contractor to deliver pay cheque.	2.0
5/6/2024	Conorton, Laura	Website update, Entering cheques for Enbridge, Dell, Smack Renos. Correspondence with RBC on banking administration	1.0
5/6/2024	Hong, Matthew	Call with EDC to complete declaration of sales from March 1, 2024 - March 31, 2024; Call with Krista to extract sales amount for filing	1.3
5/6/2024	Williams, Richard	T/c A. Moskowitz. T/c D. Shoop, L. Rogers re [REDACTED] [REDACTED] Emails G. Berardi. Trust administration. T/c with landlord and follow-up email. Emails with Quest re inventory pickup. Review Platinum ASA. Review Blakes [REDACTED]	2.1
5/6/2024	Messina, Stephen	On site at Concord facility. Responded to phone calls with real estate brokerages and updated Receiver team, ongoing discussions with liquidator and contractors to manage the facility and the asset disposition plan.	4.8
5/6/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 692. Answered queries in the Antamex inbox. Oversaw Allift inspection and repair of floor Scrubber. Coordinated 697 pickup of materials.	8.2
5/6/2024	Berardi, Gianluca	Toured site with potential broker Coldwell Banker.	0.8
5/6/2024	Pardinas, Elijah	Evidence/Asset Management	1.0
5/6/2024	Reynolds, Philip	Review Platinum APA; attend to various email correspondence.	1.0

Date	Name	Narrative	Hours
5/7/2024	Conorton, Laura	Website updates, printing cheques for payment, trust administration, online banking management, reviewing and sorting mail	1.3
5/7/2024	Williams, Richard	Drafting first report of the Receiver. Review multiple emails regarding inventory removal. T/c A. Moskowitz. Emails R. Spurgeon re asset purchase, employee bonuses. Letter to HSBC US. Emails R. Spurgeon, J. Ozen. Review draft ASA and emails A. Moskowitz.	5.5
5/7/2024	Hong, Matthew	Communicate with Ryan regarding ongoing [REDACTED]; Internal discussion with Brian on the installation of new server battery; Internal discussion with Richard to discuss Walsh and email communications with Ryan	2.0
5/7/2024	Messina, Stephen	On site at Concord facility. Ongoing discussions with liquidator and contractors. Obtained additional keys for rigging company. Reviewed WEPP claims. Retained contractor to prepare CNC for sale. Generated data room for brokerages.	7.3
5/7/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 692 and 697. Answered queries in the Antamex inbox. Assisted Site inspection performed by Ontario Healthy and safety.	8.1
5/7/2024	Berardi, Gianluca	Toured site with potential broker CBRE.	0.8
5/7/2024	Tarapore, Maya	Wiping Laptops	1.0
5/8/2024	Hong, Matthew	Cheque Requisition for Quest Windows	0.2
5/8/2024	Williams, Richard	Amend US LLC employee letter and emails S. Messina. Emails B. Casey re pulling emails into Relativity. Review L. Rogers email re [REDACTED]. Review [REDACTED] emails M. Hong, C. McIntyre. Address facilities issue. Trust admi	1.5
5/8/2024	Williams, Richard	Discussions A. Moskowitz, Blakes re [REDACTED] Emails S. Messina re retained employees. Emails with HSBC US re delivery of US funds. T/c and emails G. Berardi re glass at Alliston. Review Walsh offsite storage agreement and email L. Pena.	1.5
5/8/2024	Conorton, Laura	Review of online banking and receipts, admitting POC's, recording incoming wire	0.8
5/8/2024	Messina, Stephen	On site at Concord location. Held ongoing discussions with liquidator and contractors. Discussions with CNC contractor and auctioneer. Disposed of remaining devices on site. Reviewed WEPP claims. Sent notice to Antamex US employees.	7.4
5/8/2024	Johar, Raghav	Performed data copy to RelOne staging location using staging Explorer and created workspace, client, matter.	4.5

Date	Name	Narrative	Hours
5/8/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 700, 692 and 697. Answered queries in the Antamex inbox. Summarized job 701 inventory for review.	8.5
5/8/2024	Berardi, Gianluca	Toured site with potential broker Lee & Associates	0.8
5/8/2024	Casey, Brian	OnSite server issues/battery/ewasting/data validation copying	6.0
5/8/2024	Leung, Warren	Review insurance quotes and compare.	0.5
5/8/2024	Pardinas, Elijah	Mailbox export/extractions for Relativity, pick up of device for ex-employee	2.0
5/8/2024	Tarapore, Maya	Laptop Wiping	0.5
5/9/2024	Williams, Richard	Attend at Concord premises. Team meeting. T/c and emails S. Messina re facilities issues. Meet with R. Ramlal and review inventory removal. Meet with A. Moskowitz and review auction preparations. Meet with landlord and conduct walk-through.	4.0
5/9/2024	Conorton, Laura	Admitting POC's, processing wire payment to DRI for 2 invoices, cheques for contract services and Alectra 2 invoices. cheque to All-lift	2.2
5/9/2024	Johar, Raghav	Performed data copy to RelOne staging location using staging Explorer and created processing set updated extractions location resolved processing files errors and published data.	4.0
5/9/2024	Williams, Richard	T/c and emails D. Persaud, S. Messina, C. Herron, R. Spurgeon to confirm allocation of contractor hours to various projects. Prepare invoice and email P. Lucey re contractor costs for Suffolk. Emails P. Lucey. Emails re XMBLY receivable. Drafting report.	3.0
5/9/2024	Alleyne, Jaylon	Touchpoint meeting with engagement team. Discussions with the engagement team. Estate banking.	2.0
5/9/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 699 and 695. Answered queries in the Antamex inbox.	8.0
5/9/2024	Berardi, Gianluca	Toured site with Wentworth to understand the amount of work required to recycle scrap extrusions.	0.8
5/9/2024	Leung, Warren	Review insurance quotes and compare.	1.0
5/9/2024	Pardinas, Elijah	Review/QA of project workspace in Relativity	1.0
5/9/2024	Messina, Stephen	Reviewed and admitted proof of claim submissions, communicated with all brokerages regarding the proposal submission, communicated internally regarding asset disposition at Concord.	5.1

Date	Name	Narrative	Hours
5/9/2024	Hong, Matthew	On site at Concord location. Internal call with Richard, Phil, S. Messina, G. Berardi, J. Alleyne	0.5
5/10/2024	Alleyne, Jaylon	Discussions with engagement team regarding assets. Emails regarding outstanding A/r.	1.5
5/10/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 699. Answered queries in the Antamex inbox. Fedex pickup of Suffolk scale. Assisted in job summary of Antamex remaining materials in Alliston.	8.5
5/10/2024	Casey, Brian	device data wiping	1.0
5/10/2024	Leung, Warren	Review insurance and email to team.	0.5
5/10/2024	Hristow, Catherine	Review email from W. Leung regarding insurance and respond to same.	0.1
5/10/2024	Messina, Stephen	On site at Concord location. Supervised asset liquidation strategy, compiled vehicle and trailer information, processed real estate strategy submission, responded to employee concerns in connection with WEPP.	6.6
5/10/2024	Brown, Rose	Scan mail rec'd and send to Team.	0.5
5/10/2024	Reynolds, Philip	Review draft [REDACTED] and provide comments; review draft [REDACTED] prepared by Blakes and provide comments; review [REDACTED] re: [REDACTED]	3.1
5/13/2024	Hong, Matthew	Reconcile project 701 and project 103 outstanding amounts; respond to legal inquiries and status of payments regarding project 701 and 103; call with Ryan to discuss project billings	2.6
5/13/2024	Brown, Rose	Trust Banking Adm - Disbursement wire/cheques and contractor cheques.	2.7
5/13/2024	Leung, Warren	Call with AON re insurance.	0.5
5/13/2024	Alleyne, Jaylon	Discussions with contractors, auctioneers, and vendors. Emails with Deloitte engagement team regarding customers retrieving assets. Estate banking.	4.0
5/13/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord.	1.5
5/13/2024	Messina, Stephen	Generated cheques to pay service providers to the estate, reviewed submitted WEPP claims, summarized inventory on hand to be communicated with the project manager.	6.2
5/13/2024	Gaurav, Kumar	New RelativityOne Processing Request for Russel D'Cunha - fixing discovery and publish errors	2.0
5/13/2024	Casey, Brian	Data collection/ securing access/wiping/disposing of assests	1.0

Date	Name	Narrative	Hours
5/13/2024	Berardi, Gianluca	n site at Alliston location. Tracked all attendees on site. Answered queries in the Antamex inbox. Assisted in providing site visits for [REDACTED] for purchase equipment. Provided 701 inventory listing to counsel.	9.1
5/14/2024	Brown, Rose	Trust Banking Adm - Print disbursement cheques, have signed and prepare for mailing/couriering and file back up.	1.5
5/14/2024	Leung, Warren	Call with FCA re insurance.	0.3
5/14/2024	Johar, Raghav	Data Processing QC	1.0
5/14/2024	Messina, Stephen	On site at Concord site. Reviewed claim submission made by Ironworkers Union. Responded to WEPP claims and held discussion with CRA to resolve several WEPP claim issues. Contacted service provider for maintenance in Concord. Compiled vehicle ownerships.	7.7
5/14/2024	Gaurav, Kumar	Processing Request for Dan Cummings - fixing discovery and publish errors and structured analytics sets	3.0
5/14/2024	Casey, Brian	Data collection/ securing access/wiping/disposing of assests	1.0
5/14/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 697. Coordinated job 685 pickup of glass from Burlington. Provided counsel with Job 687 inventory. Answered queries in the Antamex inbox.	8.9
5/14/2024	Alleyne, Jaylon	Estate banking. Responding to contractor request. Meeting with G. Berardi & S. Messina regarding vacating premises and removal of assets. Email correspondence with engagement team. Locating missing assets.	3.5
5/14/2024	Reynolds, Philip	Review Blakes' markup of [REDACTED]	0.5
5/15/2024	Conorton, Laura	Reviewing and admitting POC's, updating and combining website pages for Antamex and 256 Victoria	1.2
5/15/2024	Messina, Stephen	On site at the Concord facility. Managed ongoing contractors alongside the liquidator. Reviewed inventory on hand in connection with specific projects and outlined plan to sort inventory by project. Contacted company to service AC at the site.	6.9
5/15/2024	Casey, Brian	Data collection/ securing access/wiping/disposing of assests	1.0
5/15/2024	Berardi, Gianluca	Provided platinum Assets information on the CAT forklifts, Bercon Rentals, Insurance etc.	0.1

Date	Name	Narrative	Hours
5/15/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Oversaw shipments related to job 697 and 685. Provided counsel with Job 687 inventory listing. Answered queries in the Antamex inbox. collected remaining ownership information of trailers.	8.5
5/15/2024	Alleyne, Jaylon	Discussion with S. Dave. Emails with vendors, contractors to resolve final issues regarding onsite asset removal. Estate banking.	3.0
5/15/2024	Reynolds, Philip	Review updated draft Receiver's First Report and provide comments; discussion with R. Spurgeon; review BLG correspondence re: [REDACTED]	2.5
5/16/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord.	1.5
5/16/2024	Conorton, Laura	Processing cheques to City of Vaughan and Air Liquide, entering multiple invoices, trust administration, banking and filing. Obtaining cash positions and banking reports for all accounts. Website updates	2.0
5/16/2024	Messina, Stephen	Reviewed and summarized each of the submitted proposals from brokerages to serve as the Receivers listing agent.	4.2
5/16/2024	Casey, Brian	Data collection/ securing access/wiping/disposing of assests	1.0
5/16/2024	Leung, Warren	Team update call; insurance matters.	0.7
5/16/2024	Hong, Matthew	Alliston onsite; Supervising Wentworth and MD Rigging; ensure materials are appropriately transported out of facility; Deloitte team call; sweep facility to ensure no equipment was damaged; internal call with gianluca	4.7
5/16/2024	Berardi, Gianluca	Confirmed with DLL financial no remaining obligations regarding the CAT forklift. Prepared disbursement vouchers for approval. Team status call on remaining jobs in Alliston. Answered queries through Antamex inbox.	6.5
5/16/2024	Alleyne, Jaylon	Cash flow forecast. Deloitte engagement team touchpoint meeting. Estate banking. Meeting with Antamex contractors to update on status of vacating property. Update on remaining on site assets.	2.0
5/17/2024	Leung, Warren	Correspondences with G. Berardi re various Alliston matters.	0.3
5/17/2024	Hong, Matthew	Attendance Concord onsite; Concord administrative matters; review internal emails related to reallocation of work	1.4

Date	Name	Narrative	Hours
5/17/2024	Berardi, Gianluca	On site at Alliston location. Tracked all attendees on site. Counted inventory of insulation for Platinum assets auction. Followed up with Vipond when they can be on site visit to test systems. Coordinated remaining pickup of job 695.	5.5
5/17/2024	Berardi, Gianluca	Answered queries through Antamex inbox.	0.1
5/17/2024	Alleyne, Jaylon	Cash flow forecast updates. Emails from R. Williams.	0.5
5/17/2024	Jumboo, Mohammed	Filed Amended forms for receivership cases	1.0
<b>Total</b>			<b>341.6</b>





**Appendix #3**  
**Out of pocket Expenses**

Description	Amount
Fuel/Car Rental/Taxi/Rideshare/Taxi	8,105.85
Personal Car Mileage	3,902.72
Tolls/Road Charges	128.82
IT Equipment	403.58
Miscellaneous	903.98
<b>Total</b>	<b>13,444.95</b>



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

## Invoice 8004948377

### 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: July 02, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

GST/HST Registration: 12289 3605 RT0001  
QST Registration: 1000870419 TQ0002

### For professional services rendered

### Fees

In connection to our engagement letter dated January 19, 2024, for the period May 1, 2024 to May 31, 2024.

Please see attached appendices for details.

### Sales Tax

HST applicable	15,087.50
Administrative Expense	1,056.13
HST at 13.00 %	<u>2,098.67</u>
<b>Total Amount Due (CAD)</b>	<b><u>18,242.30</u></b>

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 8004948377

July 02, 2024

275

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	8004948377	18,242.30	Payment for invoice 8004948377

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	15.2	775.00	11,780.00
Williams, Richard	Director	4.9	675.00	3,307.50
<b>Total Professional Hours and Fees</b>		<b>20.1</b>		<b>15,087.50</b>
Out-of-pocket Expenses				-
<b>Total Fees and Expenses (CAD)</b>				<b>15,087.50</b>



## Appendix #2

Work performed from May 1, 2024 to May 31, 2024

Date	Name	Narrative	Hours
5/2/2024	Reynolds, Philip	Attend Ch 15 preparatory call.	1.0
5/3/2024	Reynolds, Philip	Attend Ch 15 hearing.	2.0
5/6/2024	Williams, Richard	T/c L. Rogers, C. McIntyre, P. Reynolds re [REDACTED]. Review letter from DLA Piper re [REDACTED]	1.1
5/6/2024	Reynolds, Philip	Discuss [REDACTED] with Blakes; review [REDACTED]	2.4
5/7/2024	Williams, Richard	Review and consider [REDACTED] Call with Blakes, Perkins to discuss. T/c A. Smith. Review emails from Blakes to [REDACTED]. Review draft response [REDACTED]	1.8
5/7/2024	Reynolds, Philip	Attend call with Perkins Coie and Blakes re: [REDACTED]	1.5
5/8/2024	Williams, Richard	T/c with Faskens, EDC and Blakes re [REDACTED]	0.5
5/8/2024	Reynolds, Philip	Attend call with Blakes, Fasken and EDC re: [REDACTED] review various email correspondence related to same.	1.5
5/9/2024	Williams, Richard	Meeting R. Spurgeon, P. Reynolds re [REDACTED] Review email and attached documents from [REDACTED] Review emails forwarded by R. Spurgeon. T/c A. Smith.	1.5
5/9/2024	Reynolds, Philip	Discussion with R. Spurgeon re: [REDACTED]	2.2
5/13/2024	Reynolds, Philip	Review multiple historic emails provided by R. Spurgeon re: [REDACTED]	1.8
5/14/2024	Reynolds, Philip	Review latest [REDACTED] discuss with Blakes.	0.4
5/16/2024	Reynolds, Philip	Review emails and other materials provided by EDC re: [REDACTED] review further materials received by R. Spurgeon re: same.	2.4
<b>Total</b>			<b>20.1</b>



ATTN: Ryan Spurgeon  
 256 Victoria Street West ULC  
 256 Victoria Street West  
 Alliston ON L9R 1L9  
 Canada

## Invoice 8004918960

### 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](http://www.deloitte.ca)

Date: June 25, 2024  
 Client No.: 1136959  
 WBS#: ROY01820  
 Engagement Partner: Philip Reynolds

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

### For professional services rendered

### Fees

In its capacity as court-appointed Receiver of 256 Victoria Street West ULC for the period April 24, 2024 to May 31, 2024.

Please see attached appendices.

### Sales Tax

HST applicable 5,115.00

HST at 13.00 % 664.95

**Total Amount Due (CAD) 5,779.95**

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
256 Victoria Street West ULC	1136959	8004918960	5,779.95	Payment for invoice 8004918960

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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
Williams, Richard	Director	4.5	675.00	3,037.50
Brown, Rose	Manager	0.1	475.00	47.50
Messina, Stephen	Senior	5.8	350.00	2,030.00
<b>Total Professional Hours and Fees</b>		<b>10.4</b>		<b>5,115.00</b>
Out-of-pocket Expenses				-
<b>Total Fees and Expenses (CAD)</b>				<b>5,115.00</b>





## Appendix #2

Work performed from April 24, 2024 to May 31, 2024

Date	Name	Narrative	Hours
4/24/2024	Messina, Stephen	Generated notice to creditors in connection with 256 Victoria St, coordinated the creation of the website for 256 Victoria St.	4.7
4/25/2024	Messina, Stephen	Made final adjustments to creditor notice and sent to administrators for mailing and fax to OSB.	0.6
4/26/2024	Brown, Rose	Discussion with RW regarding Trust bank account.	0.1
4/29/2024	Messina, Stephen	Drafted and faxed letter to CRA to request Receivers business number for 256 Victoria St.	0.5
5/7/2024	Williams, Richard	Setup EDR. Emails S. Messina re broker list and info requests.	0.5
5/8/2024	Williams, Richard	Emails S. Messina, P. Reynolds re broker solicitation.	0.1
5/9/2024	Williams, Richard	Emails G. Mandel, S. Messina re property sale. Review broker correspondence.	0.4
5/21/2024	Williams, Richard	Review and revise real estate marketing update.	1.0
5/22/2024	Williams, Richard	Finalize update and send to RBC, EDC.	0.5
5/23/2024	Williams, Richard	T/c and emails E. White.	0.2
5/27/2024	Williams, Richard	Review draft correspondence to listing brokers. Emails E. White.	0.2
5/28/2024	Williams, Richard	T/c with CBRE. Emails engagement team re additional documents required. Email L. Rogers re draft APS.	0.7
5/29/2024	Williams, Richard	Emails CBRE, Blakes. Review update from CBRE on first site tour.	0.4
5/30/2024	Williams, Richard	Emails J. Borch. Review Blakes comments on [REDACTED]	0.5
<b>Total</b>			<b>10.4</b>



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

## Invoice 8004948379

### 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: July 02, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

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

### For professional services rendered

### Fees

For work performed by Deloitte Restructuring Inc. in its capacity as court-appointed Receiver of Antamex Industries ULC, for the period to May 31, 2024.

Please see attached appendices for details.

HST applicable	41,312.50
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### Expense

Out-of-pocket Expenses

HST applicable	20,515.76
Administrative Expense	2,891.88

### Sales Tax

HST at 13.00 %	8,413.62
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<b>Total Amount Due (CAD)</b>	<b>73,133.76</b>
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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	8004948379	73,133.76	Payment for invoice 8004948379

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	1.0	775.00	775.00
Williams, Richard	Director	14.1	675.00	9,517.50
Leung, Warren	Director	2.1	675.00	1,417.50
Casey, Brian	Senior Manager	13.5	550.00	7,425.00
Brown, Rose	Manager	1.9	475.00	902.50
Conorton, Laura	Senior	5.1	350.00	1,785.00
Messina, Stephen	Senior	15.9	350.00	5,565.00
Hong, Matthew	Senior	4.9	350.00	1,715.00
Pardinas, Elijah	Senior	4.0	350.00	1,400.00
Jumboo, Mohammed	Senior	1.0	350.00	350.00
Dew, Todd	Senior	1.6	350.00	560.00
Alleyne, Jaylon	Analyst	36.0	275.00	9,900.00
<b>Total Professional Hours and Fees</b>		<b>101.1</b>		<b>41,312.50</b>
Out-of-pocket Expenses				20,515.76
<b>Total Fees and Expenses (CAD)</b>				<b>61,828.26</b>



**Appendix #2**  
**Work performed to May 31, 2024**

Date	Name	Narrative	Hours
5/21/2024	Leung, Warren	Correspondence re fire code compliance at Alliston; team correspondences re staffing and onsite schedule; correspondence with S. Dave re offsite assets.	0.7
5/21/2024	Williams, Richard	T/c and emails D. Shoop, T. Dunn, L. Rogers re [REDACTED] Review of email correspondence. Review draft factum and provide comments. Review J. Dicker correspondence and t/c C. McIntyre. T/c A. Moskowitz Emails R. Going re Pomerleau inventory.	2.2
5/21/2024	Hong, Matthew	On site Concord: Respond to external email request; internal call with Jaylon; monitor third party entrants Tri-Air & Iron Mountain; speak with Neil regarding Air Liquide tanks; scan legal letter to richard; communicate with Neil regarding auction process	3.1
5/21/2024	Dew, Todd	Bank reconciliations	1.6
5/21/2024	Brown, Rose	Trust Banking Adm - Deposit and Disbursement cheque. Pick up and scan mail rec'd and send to the team. Save mail on Q Drive and file.	1.2
5/21/2024	Messina, Stephen	Discussion regarding real estate proposals submitted. Phone call with one prospective broker to understand their approach to value along with email exchanges with other prospective brokers.	3.3
5/21/2024	Reynolds, Philip	Review materials in advance of court hearing. Review and comment on sale process update.	1.0
5/21/2024	Alleyne, Jaylon	Traveling to and from Antamex Alliston.	3.0
5/21/2024	Alleyne, Jaylon	Contacting vendors. Discussion with sureties. Estate banking. Cash flow forecast updates and circulating.	2.0
5/22/2024	Williams, Richard	T/c and emails L. Rogers re [REDACTED] T/c D. Berezny. Emails R. Going re Pomerleau inventory. Email P. Lucey. Review cash flow forecast. T/c and emails with TAGG, Deutsche, Blakes re [REDACTED] Emails re Walsh inventory. Attend court.	2.5
5/22/2024	Hong, Matthew	Onsite Concord; Monitor 3rd party entrants touring Concord facility; communicate with Elena for Travelers Audit; call Air liquide to request additional propane tanks; allocate facility staff to iron mountain packaging	1.6
5/22/2024	Conorton, Laura	Admitting POC's, RBC Express online account review	0.6
5/22/2024	Messina, Stephen	Review of all incoming WEPP claims and admission to the estate. Coordination of inventory on hand pursuant to UTAT project.	2.2

Date	Name	Narrative	Hours
5/22/2024	Leung, Warren	Team correspondence re insurance audit and offsite assets.	0.5
5/22/2024	Alleyne, Jaylon	Cash flow and estate banking updates. Email correspondence with engagement team. Discussions with S. Messina.	2.0
5/23/2024	Hong, Matthew	Internal teams meeting with Richard, Summit, Stephen, and Jaylon	0.2
5/23/2024	Williams, Richard	Emails with counsel and various creditors. Meeting with engagement team. Emails A. Iqbal, C. McIntyre re [REDACTED] Emails re Pomerleau, Duncan materials. Review issued orders and endorsement re ASA, ancillary matters and Klimer.	1.7
5/23/2024	Messina, Stephen	Comparison of WEPP claims made by Local 721 and internal documents and records. Coordination with liquidator on select assets remaining.	2.1
5/23/2024	Conorton, Laura	Reviewing emails to determine whether POC was sent previously by S.Messina	0.5
5/23/2024	Casey, Brian	Onsite Data Collection, ewaste/destruction	7.0
5/23/2024	Leung, Warren	Call with AON re insurance, follow-up with FCA.	0.5
5/23/2024	Alleyne, Jaylon	Traveling to and from Antamex Concord.	1.5
5/23/2024	Alleyne, Jaylon	Reviewing site for discharge of contractors. Contacting vendors. Correspondence with contractors, vendors, estate customers. Touchpoint meeting.	2.5
5/24/2024	Brown, Rose	Open Mail rec'd and scan and sent to Team.	0.4
5/24/2024	Jumboo, Mohammed	Processed amended forms for receivership employees on the canadian website.	1.0
5/24/2024	Williams, Richard	Review [REDACTED] emails C. McIntyre.	0.3
5/24/2024	Conorton, Laura	Entering new POC	0.2
5/24/2024	Alleyne, Jaylon	Traveling to and from Antamex Concord.	1.5
5/24/2024	Alleyne, Jaylon	Coordinating contractor discharge. Email correspondence with auctioneer regarding asset discharge.	4.0
5/27/2024	Leung, Warren	Insurance follow-up and correspondences with AON and FCA.	0.2
5/27/2024	Williams, Richard	Upload response documents to CRA audit. Emails re CAA proceeds on AutoLoans vehicle. Review WEPPA issue re Local 721. Update call with secured creditors. Various t/c and emails on Pomerleau PMU issues. Review RS emails re Krisro / D&O.	2.1
5/27/2024	Williams, Richard	Review National Iron claim on bailer and emails S. Messina.	0.3

Date	Name	Narrative	Hours
5/27/2024	Conorton, Laura	Reviewing creditor information, entering cheques for contract services	0.7
5/27/2024	Messina, Stephen	Generated payroll cheque requisitions for each contractor. Phone calls to arrange waste management pickup and the ownership of a machine (baler). Draft email to be sent to unsuccessful brokers.	5.1
5/27/2024	Casey, Brian	Data Collection/Extraction/QA	1.0
5/27/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord.	1.5
5/27/2024	Alleyne, Jaylon	Discussion with auctioneer, S. Messina regarding site access. Site IM boxing.	3.0
5/28/2024	Williams, Richard	Emails S. Messina, R. Spurgeon re cardboard baler. Trust administration. Emails J. Alleyne, Dream re HVAC issue. Email C. McIntyre re [REDACTED]. Emails Pomerleau, retained contractors re PMU materials. Emails P. Lucey re contractor reimbursement.	1.2
5/28/2024	Messina, Stephen	Communicated with each of the unsuccessful real estate brokers, communicated internally about waste management solutions, reviewed incoming mail in connection with WEPP and generated cheque to supplier.	3.2
5/28/2024	Conorton, Laura	Printing and processing cheques for contractor services, Focus Cleaning and Property Tax, processing wire to Perkins Coie LLP, trust administration and banking requirements	2.1
5/28/2024	Williams, Richard	Email A. Iqbal re [REDACTED] Trust administration. Additional emails re [REDACTED]. Emails J. Alleyne re Concord HVAC repairs.	0.4
5/28/2024	Casey, Brian	Data Collection/Extraction/QA	1.0
5/28/2024	Alleyne, Jaylon	Traveled to and from Antamex Alliston.	3.0
5/28/2024	Alleyne, Jaylon	Preparing information for realtor. Estate banking. Site visit for prospective buyers.	3.0
5/29/2024	Williams, Richard	Emails re building / assets in Alliston. Trust admin. Address issue re National Iron bailer. Emails S. Messina, A. Moskowitz. Address WEPPA questions. Email C. McIntyre re Walsh. Emails re UTAT thermal break material. Emails T. Moss.	1.2
5/29/2024	Williams, Richard	Review direct and redirected mail.	0.2
5/29/2024	Brown, Rose	Scan Mail rec'd and send to the Team.	0.3
5/29/2024	Alleyne, Jaylon	Meeting with S. Messina for offboarding. Weppa admin. Email correspondence with relator, auctioneer.	1.5
5/30/2024	Conorton, Laura	Processing cheques to Aon and FCA, trust administration	0.8

Date	Name	Narrative	Hours
5/30/2024	Williams, Richard	Trust admin. Emails C. McIntyre, M. Hong re [REDACTED]. Emails C. McIntyre, R. Spurgeon re E [REDACTED]. Review emails re [REDACTED]	1.2
5/30/2024	Casey, Brian	Data destruction	1.0
5/30/2024	Leung, Warren	Weekly update call.	0.2
5/30/2024	Alleyne, Jaylon	Touchpoint meeting with R. Williams, W. Leung. Estate banking. Emails and discussions with contractors.	2.0
5/31/2024	Conorton, Laura	Obtaining online transaction report of property taxes and confirmations of bill payments for J.Alleyne for Dream Summit	0.2
5/31/2024	Williams, Richard	Call with Blakes, Torkin Manes re [REDACTED]. Emails J. Alleyne, Dream re facilities at Concord.	0.8
5/31/2024	Casey, Brian	Onsite data cleanup/destruction	3.5
5/31/2024	Pardinas, Elijah	Onsite data cleanup/destruction	4.0
5/31/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord.	1.5
5/31/2024	Alleyne, Jaylon	Discussions with contractors & auctioneer. Ad hoc tasks for R. Williams. Estate banking.	4.0
<b>Total</b>			<b>101.1</b>





**Appendix #3**  
**Out of pocket Expenses**

<b>Description</b>	<b>Amount</b>
Fuel/Car Rental/Taxi/Rideshare/Taxi	495.04
Tolls/Road Charges	232.73
Telephone	35.60
Mailing	110.39
Miscellaneous	104.00
AFT Hosting May 2024	19,538.00
<b>Total</b>	<b>20,515.76</b>



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

## Invoice 8005082931

### 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: August 19, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

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

### For professional services rendered

### Fees

Work performed by Deloitte Restructuring Inc. in its capacity as court-appointed Receiver of Antamex Industries ULC, for the period to June 30, 2024.

Please see attached appendices for details.

HST applicable	64,327.50
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### Expense

Out-of-pocket Expenses

HST applicable	1,305.09
Administrative Expense	4,502.93

### Sales Tax

HST at 13.00 %	9,117.62
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<b>Total Amount Due (CAD)</b>	<b>79,253.14</b>
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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	8005082931	79,253.14	Payment for invoice 8005082931

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	9.4	775.00	7,285.00
Williams, Richard	Director	19.3	675.00	13,027.50
Leung, Warren	Director	1.3	675.00	877.50
Casey, Brian	Senior Manager	3.5	550.00	1,925.00
Brown, Rose	Manager	2.2	475.00	1,045.00
Conorton, Laura	Consultant	8.6	275.00	2,365.00
Berardi, Gianluca	Senior	30.3	350.00	10,605.00
Hong, Matthew	Senior	26.6	350.00	9,310.00
Dew, Todd	Senior	2.0	350.00	700.00
Alleyne, Jaylon	Analyst	62.5	275.00	17,187.50
<b>Total Professional Hours and Fees</b>		<b>165.7</b>		<b>64,327.50</b>
Out-of-pocket Expenses				1,305.09
<b>Total Fees and Expenses (CAD)</b>				<b>65,632.59</b>



**Appendix #2**  
**Work performed to June 30, 2024**

Date	Name	Narrative	Hours
6/3/2024	Leung, Warren	Correspondences re insurance. Correspondences re Alliston equipment.	1.0
6/3/2024	Williams, Richard	Emails re inventory, WEPPA claims and other estate administration. Call with A. Moskowitz re auction issues. Emails re disposition of Elumatech saw, Bystronic equipment. Emails re Walsh.	1.8
6/3/2024	Conorton, Laura	Processing wire payment to DRI.	0.5
6/3/2024	Alleyne, Jaylon	Reviewed and admitted employee WEPPA claims.	1.5
6/3/2024	Casey, Brian	Data cleansing on old drives.	0.5
6/4/2024	Conorton, Laura	Website updates.	0.1
6/4/2024	Williams, Richard	Emails L. Rogers re [REDACTED] Trust administration. Call with Blakes re [REDACTED]. Emails C. McIntyre et al re 1 [REDACTED] [REDACTED] Review C [REDACTED] [REDACTED] Emails A. Moskowitz re Press Glass racks.	1.3
6/4/2024	Alleyne, Jaylon	Traveled to and from Antamex Alliston.	3.0
6/4/2024	Alleyne, Jaylon	Discussions with vendors. Review of site. Emails and calls with engagement team.	2.0
6/5/2024	Conorton, Laura	Preparing cheques to Blue-Pencil and Aon Reed, trust administration.	0.8
6/5/2024	Leung, Warren	Team correspondence re insurance; email to interested buyer of assets.	0.3
6/5/2024	Williams, Richard	Emails with various creditors. Review Dicker affidavit. Emails R. Spurgeon, C. McIntyre re [REDACTED]	1.0
6/5/2024	Alleyne, Jaylon	Contacting vendors. Email correspondence with Deloitte Engagement team. Processing POCs. Estate Banking.	3.5
6/6/2024	Conorton, Laura	Producing reports from online banking.	0.3
6/6/2024	Williams, Richard	Emails r [REDACTED] [REDACTED] and emails C. McIntyre. Emails Pomerleau, Platinum re gaskets. Emails A. Moskowitz re interest in assets. Discussion with Blakes on [REDACTED]	1.7
6/6/2024	Hong, Matthew	Reconcile amounts due for MISC project; prepare lien waver for Xmbly Project.	0.2
6/6/2024	Casey, Brian	Data cleansing on old drives.	0.5

Date	Name	Narrative	Hours
6/6/2024	Alleyne, Jaylon	Traveled to and from Concord. Discussions with auctioneer. Organizing box packing. Facility management.	5.5
6/7/2024	Alleyne, Jaylon	Traveled to and from Antamex Alliston.	3.5
6/10/2024	Williams, Richard	Review schedule of remaining glass. Emails to 19 Duncan and Walsh. Trust administration. Review direct and redirected mail.	0.7
6/10/2024	Brown, Rose	Estate Adm - Scan Mail rec'd - Jun 3 to 6/24 and send to the Team, Update Ascend with Service Canada letters received and save all on Q Drive.	1.4
6/10/2024	Casey, Brian	Followup and QA of data.	0.5
6/10/2024	Alleyne, Jaylon	Drive to Alliston and back. On-site tasks. Discussions with auctioneer. Review of POCs. Emails with engagement team.	5.0
6/10/2024	Reynolds, Philip	Call with CBRE re: status of offers and LOI structure.	0.9
6/11/2024	Hong, Matthew	Review Union POC.	0.8
6/11/2024	Brown, Rose	Trust Banking Adm - Deposit, Completed Disbursement cheques and send out in the mail.	0.5
6/11/2024	Williams, Richard	Review union response to WEPPA discrepancy. Email M. Hong. Trust administration.	0.5
6/11/2024	Alleyne, Jaylon	Emails with engagement team.	1.0
6/12/2024	Alleyne, Jaylon	Estate banking. Emails with engagement team.	1.0
6/13/2024	Williams, Richard	Trust administration, emails S. Dave re offsite storage. Emails J. Alleyne re Sapphire. Emails C. McIntyre re E [REDACTED] [REDACTED] Review of direct and redirected mail. Emails J. Alleyne, M. Hong re CRA claims and audit request.	1.1
6/13/2024	Williams, Richard	Review Ram Iron offer.	0.3
6/13/2024	Conorton, Laura	Processing wire payment to DRI. Admitting and saving POC's	0.7
6/13/2024	Hong, Matthew	Review of HST Audit requirements.	0.6
6/13/2024	Alleyne, Jaylon	Estate banking. Emails with engagement team. Discussion with R. Williams, auctioneer, security, CRA auditor.	1.5
6/14/2024	Conorton, Laura	Entering cheques for Contract services, Air Liquide, Bercon.	0.4
6/14/2024	Dew, Todd	Bank reconciliations.	2.0
6/14/2024	Hong, Matthew	Review notice of tax deduction, Canada Pension Plan, and Employment Insurance Discrepancy.	0.5

Date	Name	Narrative	Hours
6/14/2024	Berardi, Gianluca	Catch up discussion with Richard and Jaylon regarding outstanding items of Antamex and items I am allocated. Reached out to Vipond for fire safety results and shared with New Tecumseth fire department. Coordinated with platinum assets on items in Alliston.	1.5
6/14/2024	Alleyne, Jaylon	Traveled to and from Concord. Discussions with ex-contractors, auctioneer, and G. Berardi.	2.0
6/14/2024	Reynolds, Philip	Discussion with CBRE re: status and offers; email correspondence related to same.	0.6
6/17/2024	Williams, Richard	T/c A. Moskowitz re auction results, plans for Alliston auction. Review emails re creditor claims and related correspondence. T/c and emails D. Shoop, A. Moskowitz re TAGG and Bystronic equipment. Emails M. Tamayore, C. McIntyre re [REDACTED]	1.2
6/17/2024	Conorton, Laura	Printing cheques for Contract services, Air Liquide, Bercon, filing, trust administration and banking. Going through mail, filing and saving.	1.0
6/17/2024	Williams, Richard	Emails B. Casey, C. McIntyre re [REDACTED] Emails M. Hong re CRA matters.	0.3
6/17/2024	Hong, Matthew	Review PD4R Notice of assessments and HST/GST audits; call with CRA to discuss follow up items; coordinate meeting times with Krista and Richard to discuss follow up items.	1.6
6/17/2024	Berardi, Gianluca	On site at Alliston location. Assisted Element search for missing inventory related to job 700 on site. Responded to queries through the Antamex inbox. Coordinated with Platinum dongles related to various machines in Alliston.	8.9
6/17/2024	Alleyne, Jaylon	Traveled to and from Alliston. Locating assets. Discussions with ex contractor. Emails with engagement team. Reviewing inbox. WEPPA.	5.5
6/17/2024	Reynolds, Philip	Review of APS and provide comments thereon – 0.5 hrs.	0.5
6/18/2024	Williams, Richard	Emails A. Moskowitz re glass disposal costs. Emails to L. Pena and McMillan re materials for Walsh and 19 Duncan. Emails C. McIntyre, review p [REDACTED] [REDACTED] Emails A. Morrone, L. Pena re release of materials. Emails A. Moskowitz.	1.2
6/18/2024	Williams, Richard	Calls with Walsh, Platinum, McMillan re glass disposal.	0.5
6/18/2024	Hong, Matthew	Review of ITC credits for CRA Response.	0.7
6/18/2024	Berardi, Gianluca	Prepared disbursement requisition related to services performed by Vipond in Alliston. Dropped off laptop for forensics team to wipe and recycle. Answered numerous queries through the Antamex inbox. Coordinated with security future on site requirements.	2.2

Date	Name	Narrative	Hours
6/18/2024	Alleyne, Jaylon	WEPPA. Emails with engagement team. Contacting vendors.	2.0
6/19/2024	Williams, Richard	Emails A. Morrone, A. Moskowitz re glass inventory. Emails A. Moskowitz re Alliston cranes. Emails C. McIntyre re [REDACTED] Dicker correspondence. T/c and emails R. Hicks re inspection of materials at Alliston.	0.8
6/19/2024	Conorton, Laura	Processing cheque payment to Vipond, trust administration and banking.	0.5
6/19/2024	Hong, Matthew	Meeting with Richard re: CRA action and HST forms; call with Krista re. outstanding CRA items; draft respond to CRA.	4.4
6/19/2024	Alleyne, Jaylon	WEPPA. Discussions with auctioneer. Tracking customer inventory.	2.0
6/20/2024	Hong, Matthew	Consolidate invoices for GST/HST Audit.	2.3
6/20/2024	Williams, Richard	Emails A. Forrestal re 19 Duncan pickup. Emails S. Retzos, J. Alleyne, A. Moskowitz re materials. T/c A. Moskowitz. Emails B. Carver, L. Rogers, T. Moss re S [REDACTED] Emails R. Hicks, J. Alleyne re site inspection. T/c and emails re Bystronic.	1.3
6/20/2024	Berardi, Gianluca	Answered numerous queries through Antamex inbox including WEPPA, outstanding amounts. Coordinated the pickup of assets on site by third parties in Alliston.	1.5
6/20/2024	Alleyne, Jaylon	Traveled to and from Concord. WEPPA. Met with auctioneer. Reviewed remaining inventory. Emails with R. Williams, vendors re site visit & removing inventory.	2.5
6/21/2024	Conorton, Laura	Obtaining reports for HST Audit.	0.3
6/21/2024	Berardi, Gianluca	Answered queries through the Antamex inbox around outstanding balances.	0.2
6/21/2024	Alleyne, Jaylon	WEPPA & POC reviews.	1.0
6/21/2024	Hong, Matthew	Consolidate invoices for GST/HST audit and draft response to CRA; communicate with contractors re. outstanding items.	3.5
6/21/2024	Casey, Brian	Data review/QC/Meetings.	0.5
6/21/2024	Reynolds, Philip	Review open file issues list with R. Williams, incl. Blakes tracker; review status of real estate offers and grid summary and discuss with R. Williams.	1.5
6/24/2024	Williams, Richard	Review direct and redirected mail. T/c P. Reynolds. Emails re Relativity. Emails A. Moskowitz re auction results and disposal costs. Trust admin. Review Dicker email.	0.8
6/24/2024	Hong, Matthew	HST/GST audit write-up and reconcile remittances re HST audit.	5.1



Date	Name	Narrative	Hours
6/24/2024	Reynolds, Philip	Review offer summary - 256 Victoria; email correspondence with CBRE re: same; discussion with EDC and RBC re: same.	1.3
6/24/2024	Casey, Brian	Server Issues/ex-employee Issues coordination of various task.	0.5
6/24/2024	Alleyne, Jaylon	Traveled to and from Concord. Estate banking. Emails with contractors.	4.0
6/24/2024	Berardi, Gianluca	On site in Alliston. Assisted platinum in providing access and tour for potential sale of Antamex trailers and material on site. Coordinated with forensics and IT on Vault access of Antamex records.	7.0
6/25/2024	Reynolds, Philip	Review [REDACTED] prepared by Blakes; emails with R. Williams re: same.	0.7
6/25/2024	Conorton, Laura	Processing wire payments to Chipman Cicero LLP, Perkins Coie, cheques to contractor services, Tri-Air and Air Liquide. Reviewing of requests, entering various invoices. Trust administration and banking services.	2.5
6/25/2024	Hong, Matthew	Call with Melinda to provide access to CRA account and establish REPID to access client remittances; review CRA remittance calculation performed by Elena.	3.4
6/25/2024	Williams, Richard	Emails C. McIntyre, P. Reynolds, L. Rogers re [REDACTED] T/c and emails with Macmillan, Westbank re 19 Duncan materials.	0.9
6/25/2024	Casey, Brian	Server Issues/ex-employee Issues coordination of various task.	0.5
6/25/2024	Berardi, Gianluca	Contacted CRA regarding former employee concern over WEPP payment missing. Responded to Misc queries through Antamex inbox.	1.0
6/25/2024	Alleyne, Jaylon	Emails with landlord re: exiting property. Estate banking. Emails with inventory owner, public services.	2.0
6/26/2024	Hong, Matthew	Review Richard's comments and edits.	0.1
6/26/2024	Williams, Richard	Extensive emails with S. Retsos re 19 Duncan materials. T/c and emails A. Moskowitz. Meeting with P. Reynolds to review outstanding issues. T/c P. Reynolds, A. Smith. Emails A. Iqbal, C. McIntyre re [REDACTED]. Meeting GB, JA. Emails re Walsh indemnity.	2.0
6/26/2024	Reynolds, Philip	Review of [REDACTED] email to Blakes re: same; discussions with R. Williams and EDC re: go forward file matters; discussion with Deloitte staff re: bank accounting and fund accounting for potential trust claims.	2.5
6/26/2024	Conorton, Laura	Online banking reports. Processing stop payment for cheque not received by client, correspondence with team, completion of forms and sending to RBC for completion.	0.6

Date	Name	Narrative	Hours
6/26/2024	Brown, Rose	Mail scanning and send to the Team.	0.3
6/26/2024	Casey, Brian	Server Issues/ex-employee Issues coordination of various task.	0.5
6/26/2024	Berardi, Gianluca	Responded to Misc queries through Antamex inbox.	1.0
6/26/2024	Alleyne, Jaylon	Estate banking. Emails with landlord and engagement team re: exit. Contractor discussions and negotiations. Reviewing former leases for equity calculations. WEPPA.	3.0
6/27/2024	Conorton, Laura	Reviewing online account and reconciliation of cheques sent to contractor. Discussion with team on payment request for 256 Victoria under Antamex, reviewing court order to determine ability to process payment.	0.9
6/27/2024	Hong, Matthew	Call Adam and update appendix with outstanding inventory.	0.5
6/27/2024	Williams, Richard	Emails C. McIntyre, A. Iqbal, P. Reynolds re [REDACTED] Emails re surety information requests. Emails J. Alleyne, A. Moskowitz re 19 Duncan inventory. Review emails re Toromont lien claim. Emails re Dicker laptop.	1.0
6/27/2024	Alleyne, Jaylon	Traveled to Concord. Contractor, auctioneer, RW discussions re: exiting Concord & remaining inventory. Cash flow discussions. WEPPA. Estate banking.	5.0
6/27/2024	Reynolds, Philip	Attend to various creditor queries and issues; review Lange Group real estate offer markup and comment thereon.	1.0
6/28/2024	Williams, Richard	Emails B. Casey, C. McIntyre re [REDACTED] Emails C. McIntyre, A. Iqbal re [REDACTED] T/c M. Hong, Elena re CRA issues.	0.9
6/28/2024	Hong, Matthew	Tax reconciliation on the sale of 256 Victoria; call with Elena and Richard W. to discuss tax remittances; call with Jaylon re. tax reconciliation; review of scheduled purchase agreement; finalize CRA letter responses.	2.9
6/28/2024	Berardi, Gianluca	On site at Concord location. Toured property with Dream Summit before releasing back to them. Prepared servers for forensics team. Responded to queries regarding the purchase of assets.	7.0
6/28/2024	Alleyne, Jaylon	Traveled to and from Concord. Returned site to landlords. Met with auctioneers re: exiting property. Walkthrough of the asset. Call with M. Hong re tax.	6.0
6/28/2024	Reynolds, Philip	Discuss [REDACTED] with Blakes, including [REDACTED] develop a response to same.	0.4
<b>Total</b>			<b>165.7</b>



**Appendix #3**  
**Out of pocket Expenses**

Description	Amount
Airfare	48.89
Fuel/Car Rental/Taxi/Rideshare/Taxi	546.77
Personal Car Mileage/Parking	580.46
Tolls/Road Charges	114.76
Telephone	14.21
<b>Total</b>	<b>1,305.09</b>



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

## Invoice 8005203576

### 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: September 26, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1012314163TQ0001

### 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 July 31, 2024.

Please see attached appendices for details.

HST applicable	82,922.50
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#### Expense

Out-of-pocket Expenses

HST applicable	3,314.36
Administrative Expense	5,804.58

#### Sales Tax

HST at 13.00 %	11,965.39
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<b>Total Amount Due (CAD)</b>	<b>104,006.83</b>
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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	8005203576	104,006.83	Payment for invoice 8005203576

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	14.5	775.00	11,237.50
Leung, Warren	Director	2.5	675.00	1,687.50
Casey, Brian	Senior Manager	3.0	550.00	1,650.00
Brown, Rose	Manager	4.2	475.00	1,995.00
Conorton, Laura	Consultant	8.1	275.00	2,227.50
Berardi, Gianluca	Senior	118.4	350.00	41,440.00
Hong, Matthew	Senior	26.2	350.00	9,170.00
Dew, Todd	Senior	2.0	350.00	700.00
Alleyne, Jaylon	Analyst	46.6	275.00	12,815.00
<b>Total Professional Hours and Fees</b>		<b>225.5</b>		<b>82,922.50</b>
Out-of-pocket Expenses				3,314.36
<b>Total Fees and Expenses (CAD)</b>				<b>86,236.86</b>



**Appendix #2**  
**Work performed to July 31, 2024**

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
7/2/2024	Conorton, Laura	Completion and filing of stop payment request. Re-issuing cheque and correspondence with team on pickup arrangements. Going through mail, saving, and forwarding to team.	0.7
7/2/2024	Hong, Matthew	Fax CRA response; review payroll remittance by E. Berseneva. internal call with P. Reynolds, W. Leung, and J. Alleyne re. outstanding items and action items, communicate with R. Spurgeon on 256 Victoria Street Property.	1.9
7/2/2024	Leung, Warren	Team update call.	0.5
7/2/2024	Alleyne, Jaylon	Traveled to and from Antamex Alliston. Discussions with auctioneer. DRI engagement team meeting re: file regrouping; Met with vendors. Cash flow forecast.	7.0
7/2/2024	Reynolds, Philip	Review notices of unpaid source deductions from CRA. discuss internally; review updated Formula LOI (256 Victoria); provide comments thereon; attend to issues list with Deloitte team; review cash flow forecast and required revisions; review bond ins matte.	3.0
7/2/2024	Berardi, Gianluca	On site in Alliston. Assisted contractors for 694 locate and inspect remaining frames on site for removal. Prepared multiple disbursement requisitions for the estate. Answered queries through Antamex inbox.	8.5
7/3/2024	Conorton, Laura	Printing online banking reports, reviewing entries for reconciliation. Printing Ascend reports (PDF/Excel) for team. Preparing documents for the opening of 2 bank accounts, discussion with team on transfer of funds and payments to be made	1.8
7/3/2024	Leung, Warren	Call with counsel re bond insurance premium.	0.4
7/3/2024	Hong, Matthew	Review CRA remittance reconciliation and call CRA re. Rep a client access call with CRA for access	1.1
7/3/2024	Casey, Brian	Review / store equipment received.	0.5
7/3/2024	Alleyne, Jaylon	Cash flow forecast. Meeting with P. Reynolds, G. Berardi re: cash flow and estate banking. Estate banking.	3.0
7/3/2024	Berardi, Gianluca	Contacted the CRA to gain "Represent a client" access. Answered queries through the Antamex inbox. Coordinated with Job 694 on potential purchase of assets. Followed up with Liftow to confirm payment was received for outstanding balance.	5.2

Date	Name	Narrative	Hours
7/3/2024	Reynolds, Philip	Discussions with CBRE and Blakes re: updated LOI with Formula; review updated cash flow forecast.	1.0
7/4/2024	Leung, Warren	Insurance matters.	0.5
7/4/2024	Conorton, Laura	Entering POC's	0.3
7/4/2024	Casey, Brian	Review / store equipment received.	0.5
7/4/2024	Hong, Matthew	Call with CRA to provide rep a client access, drafting T2 Request form	1.2
7/4/2024	Alleyne, Jaylon	Cash flow meeting with P. Reynolds, G. Berardi. Discussions with auctioneer and former contractors. Estate banking. Emails with counsel re: possible trust fund and surety letters. CF forecast update.	4.0
7/4/2024	Berardi, Gianluca	Discussion with internal team on Antamex current cash flow projections and requirements going forward. Processed multiple claims related to WEPP through the CRA portal. Answered multiple queries through the Antamex inbox.	6.1
7/5/2024	Conorton, Laura	Admitting POC's, reviewing of POC's saved to date. Preparing documents and processing wire to Aon Risk, trust administration	0.9
7/5/2024	Alleyne, Jaylon	Emails and discussions with landlord, auctioneer, and counsel.	1.0
7/5/2024	Berardi, Gianluca	Responded to mail queries from the CRA. Prepared insurance payment requisitions.	1.5
7/5/2024	Hong, Matthew	Review CRA notice of assessment and follow up with client on details for reconciliation	1.3
7/8/2024	Hong, Matthew	Call with Canada Post to discuss Mail forwarding, review E. Berseneva HST Remittance re. Employer health tax	1.4
7/8/2024	Brown, Rose	Trust Banking Adm - Review online banking several times during the day to confirm incoming wire rec'd for 800k.	0.5
7/8/2024	Berardi, Gianluca	On site in Alliston. Assisted platinum assets in identifying remaining inventory which is required to be picked up from jobs. Coordinated with CWB leasing and Platinum assets on sale of leased saw. Answered queries through Antamex inbox.	8.5
7/8/2024	Alleyne, Jaylon	On site in Concord. Discussions with Auctioneer. Discussions with counsel re: cash flow forecast. Update of cash flow. Estate banking. Emails with vendors.	6.0
7/9/2024	Brown, Rose	Checking for incoming wire on RBC Express and report back to J. Alleyne.	0.2



Date	Name	Narrative	Hours
7/9/2024	Reynolds, Philip	Attend to real estate bidder matters; review and approval of numerous estate disbursements; discussion with staff re: tax circumstances of 256 vis a vis projected sale value; review of [REDACTED]	1.5
7/9/2024	Berardi, Gianluca	Coordinated with UTM Job 694 regarding the retrieval of inventory of inventory for the week of July 22. Responded to queries in the Antamex inbox.	1.9
7/9/2024	Alleyne, Jaylon	Estate banking & organizing cash deposit. Emails with auctioneer. WEPPA emails.	2.0
7/10/2024	Hong, Matthew	Internal call with P. Reynolds, J Alleyne., and G Berardi. re. project status and outstanding [REDACTED], send email correspondence to C. McIntyre (Blakes), fax T2 requests to CRA, call with J. Alleyne to discuss union proof of claims	2.2
7/10/2024	Brown, Rose	Trust Banking Adm - Input Wire Receipts, Input and print disbursement cheques, have signed and mail out.	1.7
7/10/2024	Reynolds, Philip	Call with RBC re: 256 Victoria; email to EDC and RBC re: same with updated offer summary; deal with updated LOI to Metal & Iron; review u [REDACTED]	2.0
7/10/2024	Berardi, Gianluca	Update cash flow discussion with team. Prepared disbursement request for professional fees, contactor wages, utilities etc. Sent eviction notice to PR for review of encampment on Alliston site .Followed up with Suffolk regarding contractor wages.	5.1
7/10/2024	Alleyne, Jaylon	Estate banking. Meeting with P. Reynolds, G. Berardi, & M. Hong. WEPP emails & calls with service Canada.	4.0
7/11/2024	Brown, Rose	Open mail rec'd, scan, and sent to the team.	0.4
7/11/2024	Conorton, Laura	Preparing documents and processing wires to Blakes and CBCC, trust administration and banking	1.0
7/11/2024	Reynolds, Philip	Review [REDACTED] strategy with Blakes; related materials review.	2.0
7/11/2024	Hong, Matthew	Review and set up NRV analysis; review E. Berseneva support provided for Union POC	0.7
7/11/2024	Berardi, Gianluca	Reviewed Antamex mail received. Followed up with HR personnel on EI questions from CRA. Coordinated with Caitlin [REDACTED]. Prepared disbursement reqs related to utilities in Alliston. Responded to queries in Antamex inbox.	4.2
7/11/2024	Alleyne, Jaylon	Emails with Deloitte engagement team. Reviewing information provided by counsel via P. Reynolds. Estate banking.	2.0

Date	Name	Narrative	Hours
7/12/2024	Conorton, Laura	Reviewing creditor details and entering cheques for Enbridge and Alectra	0.3
7/12/2024	Alleyne, Jaylon	Review and preparation call of Antamex NRV with G. Berardi & M. Hong.	1.6
7/12/2024	Berardi, Gianluca	Call with team regarding the update to the new NRV of the Antamex estate for EDC. Responded to queries in the Antamex inbox.	2.1
7/12/2024	Hong, Matthew	Call with G. Berardi and J. Alleyne re. NRV analysis, draft slides for NRV analysis.	2.2
7/15/2024	Reynolds, Philip	Follow up with Blakes re: [REDACTED] emails with [REDACTED] re: same; review updated cash flow forecast.	1.0
7/15/2024	Hong, Matthew	Draft up response letter to CRA re. follow up on GST/HST audit call on July 12; draft up cheque requisition form	1.4
7/15/2024	Brown, Rose	Trust Bank Adm - Disbursement cheques, Review mail rec'd to obtain copies of bills for Enbridge and Alectra Electric. Send copies to the team. Review GL for Fee invoice payments request and send email to the team.	1.2
7/15/2024	Berardi, Gianluca	On site in Alliston. Notified Wenworth collecting scrap metal bins on site. Contacted for Antamex employees for CNC machine operation for auction. Answered queries through Antamex inbox and WEPP questions from former employees.	8.6
7/15/2024	Alleyne, Jaylon	Traveled to and from Antamex Concord. Discussions with auctioneer re: wifi, auction items. Emails with P. Reynolds re: outstanding invoice.	4.0
7/16/2024	Hong, Matthew	Discussion with K. Hu and E. Berseneva re. CRA reconciliation	1.1
7/16/2024	Dew, Todd	Bank reconciliations	2.0
7/16/2024	Casey, Brian	QA data export and process	0.5
7/16/2024	Berardi, Gianluca	Reviewed Antamex mail received and followed up with WEPP for employees who required more information to process claims. Notified Hilti/Pitney Bowes inquiring of outstanding balance that all amounts are stayed.	3.5
7/17/2024	Hong, Matthew	Draft CRA letter response, call with CRA re. T2s, and reconcile support provided by E. Berseneva and K. Hu.	3.2
7/17/2024	Berardi, Gianluca	Coordinated the pickup of assets not owned by Antamex on site for week of July 22. Coordinate with forensics to retrieve information for Bystronics off server. Sent list of usernames and passwords for CNC machines to Platnium.	2.5
7/17/2024	Alleyne, Jaylon	Emails with P. Reynolds re: invoices. Discussions with auctioneer, vendor.	1.0

Date	Name	Narrative	Hours
7/18/2024	Leung, Warren	Insurance matters.	0.6
7/18/2024	Conorton, Laura	Printing reports for team, sorting mail	0.5
7/18/2024	Reynolds, Philip	Team status update to cover outstanding issues list; review draft security position model (Deloitte prepared); emails with Blakes re: [REDACTED] emails re: Walsh materials pickup; discussion with Platinum.	2.0
7/18/2024	Berardi, Gianluca	Discussion with P.Reynolds, J. Alleyne, and M. Hong regarding updated NRV for RBC/EDC. Began updating the deck with latest information. Coordinated with Job 694 to receive their WSIB certificates and contacts on site. Answered queries through Antamex inbox.	4.5
7/18/2024	Alleyne, Jaylon	Calls and emails with sureties, P. Reynolds, G. Berardi, and counsel. Meetings with Deloitte engagement team re: NRV update. Review of current cash flow and update of NRV.	3.0
7/18/2024	Hong, Matthew	Call with CRA to provide receiver authorization over 256 Victoria Street West ULC, internal call with P. Reynolds, G. Berardi, and J. Alleyne, prepare security position report	3.1
7/19/2024	Casey, Brian	Discussion with G. Berardi re. Antamex Server	1.0
7/19/2024	Berardi, Gianluca	Contacted CRA regarding outstanding payment of WEPP to former employee. Reached out to creditors regarding stayed amounts. Worked on the updating of the NRV deck for RBC/EDC. Coordinated with forensics on availability of information from Antamex server.	6.5
7/19/2024	Alleyne, Jaylon	Invoice review and preparation. WEPPA emails with M. Hong. HST review. NRV discussion meeting.	3.0
7/19/2024	Hong, Matthew	CRA draft response letter, submitting updated WEPPA, call with J. Alleyne, and G. Berardi to prepare security report position	4.2
7/22/2024	Hong, Matthew	Internal teams meeting with G.Berardi and J.Alleyne re. Security position report and make edits to position report	1.2
7/22/2024	Alleyne, Jaylon	Antamex NRV meeting with M. Hong & G. Berardi.	3.5
7/22/2024	Berardi, Gianluca	On site in Alliston. Oversaw drop off of Job 694 telehandler and obtained associated WSIB certificate. Drafted disbursement requisitions. Worked on NRV deck for Antamex assets. Assisted with WEPP queries from former employees.	8.5
7/23/2024	Casey, Brian	Review of current assets and extractions, QA	0.5
7/23/2024	Alleyne, Jaylon	Antamex NRV and estate banking.	1.0
7/23/2024	Berardi, Gianluca	On site in Alliston. Oversaw shipments related to Job 694 frames and gaskets. Revised cheque requisitions for RS trust to process. Reviewed Antamex mail received.	7.1

Date	Name	Narrative	Hours
7/24/2024	Brown, Rose	Open mail rec'd and scan and send to Team.	0.2
7/24/2024	Berardi, Gianluca	On site in Alliston. Oversaw shipments related to Job 694 frames and gaskets. Coordinated with Skytech pickup of Job 694 telehandler. Coordinated with Platinum site schedule in Alliston for August. Confirmed scrapping with National Iron on mockup frames.	9.1
7/24/2024	Berardi, Gianluca	Answered queries through Antamex inbox and employee queries regarding WEPP payment.	0.2
7/24/2024	Reynolds, Philip	Discussion with EDC - open file items; review various emails from Blakes.	0.5
7/25/2024	Conorton, Laura	Preparing and processing cheques, trust administration and banking,	1.7
7/25/2024	Alleyne, Jaylon	Call with auctioneer. Emails from sureties.	0.5
7/29/2024	Berardi, Gianluca	On site in Alliston. Coordinated pickup of Nitrogen tank. Assisted site visit for auction of assets Reached out to Michigan Department of Treasury regarding payment with no response. Review of Antamex mail received. Sent over NRV deck to Phil for review.	9.5
7/30/2024	Conorton, Laura	Sorting, saving and filing incoming mail	0.3
7/30/2024	Leung, Warren	Stakeholder correspondences; insurance matters.	0.5
7/30/2024	Berardi, Gianluca	Review of Antamex mail received including WEPP, bills, CRA query. Preparations of numerous disbursement requisitions for approval. Reviewed Torcon security invoice received and responded with numerous queries on how invoice was derived.	7.5
7/31/2024	Conorton, Laura	Preparing documents and processing wire payment to Aon Risk (2 invoices), trust administration and banking	0.6
7/31/2024	Berardi, Gianluca	On site in Alliston. Allowed access to site for interested parties for purchasing equipment for the auction. Responded to queries from outstanding balances. Prepared various disbursement requestions.	7.8
7/31/2024	Reynolds, Philip	Review security position reporting, updated cash flow forecast; meet with staff re: various open file matters (Alliston auction, cash flow, security position report, real estate transaction, other); attend to various emails.	1.5
<b>Total</b>			<b>225.5</b>



**Appendix #3**  
**Out of pocket Expenses**

Description	Amount
Tolls/Road Charges	129.36
AFT Hosting June 2024	3,185.00
<b>Total</b>	<b>3,314.36</b>



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

## Invoice 8005204392

### 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: September 26, 2024  
Client No.: 1131829  
WBS#: EXP01011  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1012314163TQ0001

### 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 August 31, 2024.

Please see attached appendices for details.

HST applicable	70,992.50
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#### Expense

Out-of-pocket Expenses

HST applicable	4,901.71
Administrative Expense	4,969.48

#### Sales Tax

HST at 13.00 %	10,512.28
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<b>Total Amount Due (CAD)</b>	<b>91,375.97</b>
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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	8005204392	91,375.97	Payment for invoice 8005204392

**Contact:**

Please send payment confirmation by email to: [receivablesdebiturs@deloitte.ca](mailto:receivablesdebiturs@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 :** 47696-002

**Account Number :** 1590219

**USD Payment**

**Transit – Institution :** 47696-002

**Account Number :** 1363514

### 2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

**CAD Payment**

**Account Number :** 476961590219

**Swift Code :** NOSCCATT

**USD Payment, Beneficiary Bank (Bank of Nova Scotia) :**

**Account Number :** 476961363514

**Swift Code :** NOSCCATT

**Clearing Code :** CC000247696

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 :** 476961363514

**Swift Code :** BOFAUS3N

**ABA Routing Number :** 026009593

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**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Reynolds, Philip	Partner	11.0	775.00	8,525.00
George, Derek	Partner	0.5	775.00	387.50
Leung, Warren	Director	2.8	675.00	1,890.00
Casey, Brian	Senior Manager	5.5	550.00	3,025.00
Brown, Rose	Manager	3.7	475.00	1,757.50
Conorton, Laura	Consultant	11.4	275.00	3,135.00
Berardi, Gianluca	Senior	114.6	350.00	40,110.00
Hong, Matthew	Senior	13.0	350.00	4,550.00
Rombos, Christian	Senior	2.5	350.00	875.00
Alleyne, Jaylon	Analyst	24.5	275.00	6,737.50
<b>Total Professional Hours and Fees</b>		<b>189.5</b>		<b>70,992.50</b>
Out-of-pocket Expenses				4,901.71
<b>Total Fees and Expenses (CAD)</b>				<b>75,894.21</b>





## Appendix #2

### Work performed to August 31, 2024

Date	Name	Narrative	Hours
8/1/2024	Conorton, Laura	Preparing documents and processing wire payment to Perkins Coie, processing cheque payments to Aon Risk, Contract Services, Bercon, Town of NT, Alectra, trust administration and banking. Obtaining online banking reports, Sorting through mail.	2.3
8/1/2024	Hong, Matthew	Internal project call with P. Reynolds and G. Berardi re. NRV Analysis, call with Z. Jonkman re. tax implications of proposed sale of 256 Victoria Street West ULC; call with G. Berardi to review NRV presentation.	1.4
8/1/2024	Berardi, Gianluca	Antamex touchpoint with P. Reynolds and M. Hong. Discussed latest developments including sale of property. Made adjustments to the NRV deck per comments from PR. Reviewed Antamex mail received.	6.7
8/1/2024	Reynolds, Philip	Attend to emails; review and approve various estate disbursements.	0.5
8/2/2024	Hong, Matthew	Call with CRA to discuss outstanding issues from July 12 follow up audit, prepare filings for 256 Victoria Street West ULC, call with CRA re. deliverables for 256 Victoria Street West.	2.3
8/2/2024	Berardi, Gianluca	Reviewed the received response from Torcon security regarding our adjustments to their calculation of invoice. Responded with further queries and requesting reduction in price. Reviewed further mail received.	6.5
8/6/2024	Leung, Warren	Insurance matters, call with AON.	0.7
8/6/2024	Hong, Matthew	Draft respond letter to CRA re. GST/HST audit and submit letter for review, review email attachments from K. Hu and E. Berseneva re. tax audit, prepare GST/HST audit returns for 256 Victoria Street February - May.	0.9
8/6/2024	Berardi, Gianluca	On site in Alliston. Oversaw initial riggers decommissioning assets that were purchased from auction. Inspected site clean up and scrapping of aluminums progress to date. Spoke with Platinum assets on auction success.	8.1
8/6/2024	Berardi, Gianluca	Coordinated with Vipond fire extinguisher pickup and repair. Prepared check req's for insurance disbursements.	0.3
8/6/2024	Reynolds, Philip	Discussion with Blakes re: [REDACTED] with Blakes; review background documentation re: same.	1.2
8/6/2024	Alleyne, Jaylon	Review of email correspondence. Estate banking. Catchup discussion with G. Berardi re: status of NRV deck.	2.0

Date	Name	Narrative	Hours
8/7/2024	Hong, Matthew	Draft 256 Victoria Street West ULC returns, review of NRV and addressing comments, internal calls with G. Berardi and J. Alleyne.	1.0
8/7/2024	Conorton, Laura	Preparing cheque payment to FCA insurance, trust administration. Sorting, scanning and saving mail.	0.8
8/7/2024	Casey, Brian	Data/Equipment validation check and organization.	4.0
8/7/2024	Berardi, Gianluca	Review of miscellaneous Antamex mail received preparation of various disbursement for approval. Discussion with Torcon security over fees incurred.	5.3
8/7/2024	Reynolds, Philip	Discussion with EDC re: various file matters; emails.	0.6
8/7/2024	Alleyne, Jaylon	Meeting with G. Berardi re: security costs.	1.0
8/7/2024	Alleyne, Jaylon	Meeting with G. Berardi, M. Hong re; PR ERV deck notes.	0.5
8/8/2024	Conorton, Laura	Providing GL reports as requested by team. Sorting, scanning and saving mail	0.7
8/8/2024	Hong, Matthew	Call with D. George tax implications of 256 Victoria Street West ULC property, review GST/HST return assessment and send follow up requests to K. Hu to discuss.	0.9
8/8/2024	Berardi, Gianluca	Review of various Antamex received. Called Alectra to cancel street light account. Sent Dream (former landlord Concord) Chubb security notice. Drafted various disbursement requisitions for approval. Notified P. Reynolds of price negotiation result with security.	7.7
8/8/2024	Alleyne, Jaylon	Estate banking. Tax meeting with M. Hong, G. Berardi, D. George re: 256 Victoria tax implications. Review of and sending June DRI bill for approval to P. Reynolds. Emails with RS re: ascend reports and expenditures to date.	3.0
8/9/2024	Leung, Warren	Call with AON re insurance premiums.	0.5
8/9/2024	Berardi, Gianluca	Review of various Antamex mail received and sent to P. Reynolds for review. Sent query to Blakes regarding n [REDACTED] reviewed comments NRV presentation left by P. Reynolds, sent back to him with comments addressed.	7.6
8/9/2024	Hong, Matthew	Review insurance agreements.	0.2
8/9/2024	Alleyne, Jaylon	Review of and sending bill for payment.	0.5
8/12/2024	Conorton, Laura	Providing online account printout balances for all accounts.	0.1
8/12/2024	Hong, Matthew	Review GST/HST adjustment, call with Deloitte M&A tax colleague to discuss proposed tax adjustments by CRA, draft email to C. McIntyre re. [REDACTED].	0.7

Date	Name	Narrative	Hours
8/12/2024	Berardi, Gianluca	Updated NRV deck for EDC with latest comments from P. Reynolds. Discussions with Platinum regarding air liquide tanks, latest in asset collection. Queries sent to K. Hu regarding historical insurance coverage for US equipment.	1.6
8/13/2024	Brown, Rose	Pick up mail and scan and send to the team.	0.2
8/13/2024	Hong, Matthew	Call with CRA re. GST/HST adjustment, draft email response to P. Reynolds tax inquiry, Call with C. Rombos	0.9
8/13/2024	Reynolds, Philip	Review of updated security position report; discussion with R. Williams re: various open file items; potential U.S. litigation and upcoming litigation with Sureties.	2.1
8/13/2024	Rombos, Christian	Call with M. Hong re. CRA CCA calculations	0.5
8/13/2024	Casey, Brian	Custodian collection coordination	1.0
8/13/2024	Berardi, Gianluca	On site in Alliston. inspected the progress made by riggers on site and site cleanup efforts. Oversaw Platinum asset coordination of asset pickup from auction including receipt verification. Discussed timeline with Platinum on all assets vacating premises	7.6
8/13/2024	Berardi, Gianluca	Queries sent to RS and K.Hu regarding ownership of U-Pull trailer. Prepared various cheque requisitions. Provided [REDACTED] for Blakes to review as part of [REDACTED]	0.8
8/13/2024	Alleyne, Jaylon	Estate banking emails to G. Berardi. Emails with P. Reynolds re: outstanding DRI invoices. Preparing schedule with payments to date and outstanding invoices re: same.	2.0
8/14/2024	Hong, Matthew	Internal call re. sale of 256 victoria street	0.4
8/14/2024	Conorton, Laura	Sorting and filing incoming mail	0.3
8/14/2024	Brown, Rose	Estate Adm - Scan and send mail rec'd to the Team.	0.3
8/14/2024	Berardi, Gianluca	Review of various Antamex mail received including creditor queries, WEPPA, bills, and CRA queries. Discussion with team on the implication of selling 256 Victoria. Prepared numerous cheque requisitions. Inquired with GFL and Wasteco on collecting bins.	5.4
8/14/2024	Berardi, Gianluca	Attempted to contact (call/email) 19 Duncan on removal of remaining inventory in Alliston. No response received.	0.2
8/14/2024	Reynolds, Philip	Review Aide Memoire prepared by Blakes [REDACTED]; discussion with Blakes re: [REDACTED]	1.1
8/14/2024	Alleyne, Jaylon	Emails with G. Berardi re: 19 duncan assets	1.0
8/14/2024	Alleyne, Jaylon	Preparation and review of DRI invoice for June 24, address P. Reynold's comments on NRV deck	2.0

Date	Name	Narrative	Hours
8/15/2024	Hong, Matthew	Review tax implications of 256 victoria sale prepared by C. Rombos	0.1
8/15/2024	Rombos, Christian	Tax Consequences model - 256 victoria	2.0
8/15/2024	Berardi, Gianluca	Addressed P. Reynolds comments on the NRV deck to be presented to EDC. Updated on Platinum on trailer ownership results. Discussion with Platinum on when the finalized auction results will be received.	3.8
8/16/2024	Brown, Rose	Scan and send mail rec'd to the Team.	0.3
8/16/2024	Berardi, Gianluca	Continued addressing P. Reynold's comments on NRV deck and sent to P. Reynolds for review. Reviewed [REDACTED] provided by Blakes and sent to P. Reynolds for review. Reviewed Antamex mail received. Call with J. Alleyne re. ERV. Coordinated with GFL on the pickup of bin in Alliston site.	5.8
8/16/2024	Alleyne, Jaylon	Final review of ERV deck before being sent to P. Reynolds. Correspondence with G. Berardi, re: same.	1.0
8/19/2024	Conorton, Laura	Reviewing transactions to determine whether payments have been previously processed. Printing GL summary and confirming with team	0.2
8/19/2024	Leung, Warren	Correspondence with AON re insurance; follow-up with team.	0.3
8/19/2024	Brown, Rose	Review wire requests	0.1
8/19/2024	Reynolds, Philip	Discuss approach to and scheduling of hearing re: [REDACTED] update call with CBRE (Allison); review and execute APS (re: Alliston); attend to various emails.	1.5
8/19/2024	Alleyne, Jaylon	Emails with RS, W. Leung re; outstanding insurance payments. Emails with contractor re; time sheets and outstanding cheques. Correspondence with PR.	1.0
8/19/2024	Berardi, Gianluca	On site in Alliston. inspected the progress made by riggers on site and site cleanup efforts. Oversaw Platinum asset coordination of asset pickup from auction including receipt verification. Latest discussion with platinum on removal of FOM and Bystronic	5.7
8/19/2024	Berardi, Gianluca	Responded to various queries regarding status of receivership and queries from creditors over outstanding balances. Requested information from Krista Hu for U-Pull Trailer.	0.1
8/20/2024	Hong, Matthew	Call with P. Reynolds and D. George re. 256 victoria street sale, draft email to C. McIntyre re. [REDACTED]	0.4
8/20/2024	Leung, Warren	Team correspondences re insurance.	0.3

Date	Name	Narrative	Hours
8/20/2024	Conorton, Laura	Preparing of documents for processing wire payment to AON, trust administration. Correspondence re previous payment. Correspondence with client and RBC on incoming wire. Mail	0.9
8/20/2024	George, Derek	Call with P. Reynolds and M. Hong re. [REDACTED] [REDACTED]	0.5
8/20/2024	Brown, Rose	Input transfers between accounts.	0.2
8/20/2024	Reynolds, Philip	Review and discuss [REDACTED] [REDACTED]	1.0
8/20/2024	Alleyne, Jaylon	Estate banking re; outstanding insurance invoices. Call with former contractor. Emails with contractor. Email with Chubb re; updating invoices for post receivership.	1.0
8/20/2024	Berardi, Gianluca	Drafted deposit requisition for sale of 256 Victoria. Coordinated site visit of purchaser for 256 Victoria. Responded to queries through Antamex inbox. Reviewed Antamex mail received. Reviewed U-Pull info provided by K. Hu;	1.7
8/21/2024	Hong, Matthew	Call with C. McIntyre re. [REDACTED] [REDACTED]	0.1
8/21/2024	Casey, Brian	Following re data destruction	0.5
8/21/2024	Conorton, Laura	Recording and filing, incoming wire for 256 Victoria. Preparing documentation for wires to Chipman, DRI and Blakes, entering 13 cheques for printing, reviewing documentation and ensuring accuracy with team	2.2
8/21/2024	Leung, Warren	Review of invoices to be paid, team correspondences re same.	0.5
8/21/2024	Alleyne, Jaylon	Review of 256 Victoria Ram APS.	0.5
8/21/2024	Berardi, Gianluca	Notified Dream of Alectra bill received for time not spent in 210 Great Gulf and needed to be paid by them. Reached out to R. Spurgeon for updated timesheet. Calls with Platinum on how site visit went with purchaser of 256 Victoria	0.1
8/21/2024	Berardi, Gianluca	Followed-up with Forensics for information asked to be pulled from Antamex server. Drafted disbursement requisition for contractor services and Alectra SL, sent to W. Leung for review and responded to queries. Responded to 19 Duncan on inventory pickup.	4.7
8/22/2024	Hong, Matthew	CRA draft response letter and prepare tax filings	1.2
8/22/2024	Brown, Rose	Trust Banking Adm - Review and update disbursement cheque entries, Print cheques and have signed and prepare for mailing. Discuss two entries with L. Conorton/G. Berardi.	1.5

Date	Name	Narrative	Hours
8/22/2024	Reynolds, Philip	Attend calls with Blakes re: [REDACTED] [REDACTED] attend to updated cash flow information and disbursements requests; update discussions on o/s file matters with team.	2.0
8/22/2024	Leung, Warren	Team discussion re stakeholder inquiry; review and sign disbursements.	0.5
8/22/2024	Alleyne, Jaylon	Final review of June invoice and send to P. Reynolds re; EDC payment approval.	1.0
8/22/2024	Berardi, Gianluca	Responded to queries from RS related to disbursement requisitions. Began initial update of NRV deck with latest developments of the receivership per P. Reynolds and his comments such as property sale. Confirmed with counsel 19 Duncan responsibility for costs.	3.2
8/22/2024	Berardi, Gianluca	Discussion with Bass Instillation on use of dyes. Discussion with Scarlett Forest regarding the Iron workers proof of claims status. Discussion with Torcon on security guard accident and guard arriving late to 256 Victoria.	0.1
8/22/2024	Conorton, Laura	Correspondence with team on 16 payment requests received to RS. Preparing documentation for wire payments, trust administration and banking	1.4
8/23/2024	Alleyne, Jaylon	Drive to and from Alliston. Discussions with contractors re; exit and status of property.	4.0
8/23/2024	Berardi, Gianluca	Continuation of updating the NRV deck as per P. Reynold's comments. Discussion with Platinum assets on latest information being available form auction. prepared disbursement and deposit requisitions.	4.3
8/26/2024	Brown, Rose	Trust Bank Adm - Disbursement cheque and wires processing.	0.8
8/26/2024	Reynolds, Philip	Review of Platinum Asset management's report on the Alliston auction and related accounting; emails to staff and Platinum related to same.	1.0
8/26/2024	Alleyne, Jaylon	Update cash flow based on internal discussions, update NRV slide deck	2.0
8/26/2024	Berardi, Gianluca	On site in Alliston. Inspected the progress made by riggers on site and site cleanup efforts. Adjusted Security position report with concord auction figures. Responded to queries through Antamex inbox.	8.1
8/27/2024	Conorton, Laura	Sorting, scanning, filing and distributing mail and registered mail received. Completion of wire payments for DRI and Blakes	0.7
8/27/2024	Hong, Matthew	Call with CRA re. response letter, Payroll adjustment	1.2
8/27/2024	Brown, Rose	Scanning mail rec'd Aug 23 to 26/24 and send to Team.	0.3

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
8/27/2024	Alleyne, Jaylon	Discussions with Platinum assets re. inventory removal and assist with coordination	1.0
8/27/2024	Berardi, Gianluca	Discussions with 19 Duncan, and Platinum assets on coordination of foregoing its remaining inventory and the associated cost to do so. Discussion with Platinum asset on remainder inventory removal timeline. Review of Antamex mail received.	7.3
8/28/2024	Hong, Matthew	Draft CRA response	0.8
8/28/2024	Alleyne, Jaylon	Attend call with G. Berardi re. 210 Great Gulf property management charges, respond to emails through Antamex inbox	1.0
8/28/2024	Berardi, Gianluca	Prepared various cheque requisition for approval. Inquired with former 210 Great gulf property management over charges received and not incurred by receiver. Review of Alliston auction results and audit selections for auction results and expenses.	6.1
8/28/2024	Berardi, Gianluca	Discussed with BASS the use of Antamex tools. Discussion with Blakes regarding sold assets of Antamex owned by Quench regarding next steps.	0.1
8/29/2024	Hong, Matthew	Internal call with P. Reynolds and G. Berardi re. outstanding receivership matters, draft email to C. McIntyre outstanding issues	0.5
8/29/2024	Conorton, Laura	Providing online banking report, confirming receipt of funds. Correspondence with team on receipt and next steps. Recording receipt of funds, processing cheque and sorting, scanning, distributing and filing mail	1.3
8/29/2024	Berardi, Gianluca	Antamex internal discussion with P. Reynolds and M.Hong on various Antamex items. Prepared Auction proceeds vouchers for approval. Notified Torcon of latest security needs going forward at Alliston. Reviewed Antamex mail received.	5.1
8/30/2024	Conorton, Laura	Preparing documentation for the processing of wire payment to DRI, trust administration and banking	0.5
8/30/2024	Berardi, Gianluca	Prepared DRI disbursement voucher. Inquired with Platinum on breakdown of presold assets. Responded to queries through Antamex inbox.	0.6
<b>Total</b>			<b>189.5</b>



**Appendix #3**  
**Out of pocket Expenses**

Description	Amount
Personal Car Mileage/Parking	987.76
Tolls/Road Charges	16.97
Telephone	11.98
Mailing	650.71
Miscellaneous	49.29
AFT Hosting July 2024	3,185.00
<b>Total</b>	<b>4,901.71</b>



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

Affidavit of Phil Reynolds

sworn before me by video conference  
this 26<sup>th</sup> day of September, 2024

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

A Commissioner, etc.

**EXHIBIT “B”**

<b>Timekeeper</b>	<b>Position</b>	<b>Hourly Rate</b>	<b>Total Hours</b>
Alleyne, Jaylon	Analyst	\$275	418.8
Beradi, Gianluca	Senior	\$350	677.5
Brown, Rose	Manager	\$475	43.9
Casey, Brian	Senior Manager	\$550	73.5
Chen, Guo	Analyst	\$275	28.0
Conorton, Laura	Consultant	\$275	115.1
Dave, Sumit	Manager	\$475	12.0
Dew, Todd	Senior	\$350	5.6
Garcia, Andy	Analyst	\$275	12.0
Gaurav, Kumar	Senior	\$350	5.0
George, Derek	Partner	\$350	.5
Hong, Matthew	Senior	\$350	212.6
Hristow, Catherine	Director	\$675	3.3
Johar, Raghav	Analyst	\$275	9.5
Jumboo, Mohammed	Senior	\$350	26.5
Leung, Warren	Director	\$675	190.0
Messina, Stephen	Senior	\$350	373.5
Orvitz, Alexander	Analyst	\$275	5.5
Pardinas, Elijah	Senior	\$350	53.0
Reynolds, Philip	Partner	\$775	167.6
Rombos, Christian	Senior	\$350	2.5
Tarapore, Maya	Analyst	\$275	26.5
Williams, Richard	Director	\$675	226.7

Total Fees Billed:	\$1,127,690.00
Total Hours:	2,689.1
Average Hourly Rate:	\$419.36

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA	- and -	ANTAMEX INDUSTRIES ULC
Applicant		Respondent

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

Proceeding Commenced at Toronto

**AFFIDAVIT OF PHIL REYNOLDS**  
**Sworn September 26, 2024**

**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 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. Blakes’ fees and disbursements for the period from March 5, 2024 to August 31, 2024 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”**. Also, the Invoices for the period ending March 12, 2024 included time prior to March 5, 2024. These Invoices have been redacted to remove those time entries, and the amounts sought for approval on these Invoices have been reduced accordingly. Copies of all, complete Invoices have been provided to the Receiver.

**LINC ROGERS**

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

Affidavit of Linc Rogers

sworn before me by video conference  
this 25<sup>th</sup> day of September, 2024



---

A Commissioner, etc.

Caitlin McIntyre, LSO #72306r



**SUMMARY OF INVOICES OF BLAKE, CASSELS & GRAYDON LLP**  
**(Period from March 5, 2024 to August 31, 2024)**

**/106 - Receivership of Antamex Industries ULC**

<b>Period Ending</b>	<b>Fees</b>	<b>Disb. Subject to HST</b>	<b>Disb. Not Subject to HST</b>	<b>Subtotal</b>	<b>HST</b>	<b>Total</b>	<b>Hours</b>
March 12, 2024	\$33,732.00	\$0.00	\$0.00	\$33,732.00	\$4,385.16	\$38,117.16	33.0
March 31, 2024	\$129,998.50	\$0.00	\$0.00	\$129,998.50	\$16,899.81	\$146,898.31	135.9
April 30, 2024	\$139,870.50	\$354.00	\$60.65	\$140,285.15	\$18,229.19	\$158,514.34	144.9
May 31, 2024	\$124,322.50	\$0.00	\$403.00	\$124,725.50	\$16,161.93	\$140,887.43	134.3
June 30, 2024	\$66,161.00	\$3.00	\$0.00	\$66,164.00	\$8,601.32	\$74,765.32	100.0
July 31, 2024	\$46,836.50	\$15.55	\$8.00	\$46,860.05	\$6,090.77	\$52,950.82	52.1
August 31, 2024	\$40,539.50	\$0.00	\$0.00	\$40,539.50	\$5,270.14	\$45,809.64	48.6
<b>Totals:</b>	<b>\$581,460.50</b>	<b>\$372.55</b>	<b>\$471.65</b>	<b>\$582,304.70</b>	<b>\$75,638.32</b>	<b>\$657,943.02</b>	<b>648.8</b>

**Average Hourly Rate:** **\$896.21**

**/107 - Receivership of Antamex Industries ULC - U.S. Matters**

<b>Period Ending</b>	<b>Fees</b>	<b>Disb. Subject to HST</b>	<b>Disb. Not Subject to HST</b>	<b>Subtotal</b>	<b>HST</b>	<b>Total</b>	<b>Hours</b>
March 12, 2024	\$4,221.00	\$0.00	\$0.00	\$4,221.00	\$548.73	\$4,769.73	4.0
<b>Totals:</b>	<b>\$4,221.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,221.00</b>	<b>\$548.73</b>	<b>\$4,769.73</b>	<b>4.0</b>

**Average Hourly Rate:** **\$1,055.25**

**Combined Totals for All Matters:**

	<b>Fees</b>	<b>Disb. Subject to HST</b>	<b>Disb. Not Subject to HST</b>	<b>Subtotal</b>	<b>HST</b>	<b>Total</b>	<b>Hours</b>
<b>Totals:</b>	<b>\$585,681.50</b>	<b>\$372.55</b>	<b>\$471.65</b>	<b>\$586,525.70</b>	<b>\$76,187.05</b>	<b>\$662,712.75</b>	<b>652.8</b>

**Combined Average Hourly Rate:** **\$897.18**



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 28, 2024

Deloitte Restructuring Inc.  
 Bay Adelaide East  
 8 Adelaide Street West  
 Suite 200  
 Toronto, ON M5H 0A9  
 Canada

Attention: Richard Williams

Invoice:  
 Billing Lawyer  
 HST/GST No.:  
 Client:  
 Matter:

2437388  
 Rogers, Linc  
 R119396778  
 00038358  
 000106

### Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED  
 during the period ended March 12, 2024, as follows:

<b>Total Fees</b>	<b>\$ 54,969.00</b>
<b>Harmonized Sales Tax (13.0%)</b>	<b>7,145.97</b>
<b>TOTAL DUE IN CANADIAN CURRENCY</b>	<b>\$ 62,114.97 CAD</b>



Invoice: 2437388  
 Date: March 28, 2024  
 Page: 2

**Re: Receivership of Antamex Industries ULC (000106)**

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
03/05/24	McIntyre, Caitlin	Reviewing endorsement of the Court; email	2.3	870.00	2,001.00



Invoice: 2437388  
 Date: March 28, 2024  
 Page: 3

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		correspondence with Deloitte; reviewing and providing comment on draft partial receivership order.			
03/05/24	Rogers, Linc	Extensive email correspondence and discussions throughout the day regarding Receiver appointment, next steps in process and settling form of order.	2.9	1,260.00	3,654.00
03/06/24	McIntyre, Caitlin	Call with EDC and counsel; reviewing and providing comment on draft partial receivership order and correspondence regarding same.	1.4	870.00	1,218.00
03/06/24	Rogers, Linc	Commenting on revised order; email correspondence throughout the day regarding same.	1.4	1,260.00	1,764.00
03/07/24	McIntyre, Caitlin	Call with counsel to EDC; email correspondence with counsel to EDC to obtain background information; reviewing and commenting on draft partial receivership order.	1.2	870.00	1,044.00
03/07/24	Rogers, Linc	Several discussions with C. McIntyre regarding receivership order and adjournment order; extensive email correspondence throughout the day regarding same; reviewing draft orders and related commentary.	1.7	1,260.00	2,142.00
03/08/24	McIntyre, Caitlin	Reviewing and commenting on draft receivership order.	0.4	870.00	348.00
03/08/24	Rogers, Linc	Email correspondence throughout the day regarding draft order and related matters; status discussion with M. Stevenson; various discussions with C. McIntyre regarding same.	1.7	1,260.00	2,142.00
03/09/24	Rogers, Linc	Reviewing [REDACTED]; related email correspondence; email correspondence from counsel to Suffolk; related discussion with M. Stevenson.	0.8	1,260.00	1,008.00
03/10/24	Rogers, Linc	Attending conference call with Sureties and Antamex counsel; email correspondence regarding same.	0.8	1,260.00	1,008.00
03/11/24	McIntyre, Caitlin	Call with Deloitte and counsel to the sureties.	2.1	870.00	1,827.00
03/11/24	Rogers, Linc	Email correspondence with working group throughout the day regarding adjourned receivership motion and related matters; discussions with working group and counsel	2.5	1,260.00	3,150.00



Invoice: 2437388  
 Date: March 28, 2024  
 Page: 4

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		to Antamex regarding adjournment receivership motion; related document review.			
03/12/24	McIntyre, Caitlin	Attending hearing for appointment of Receiver; calls with sureties; call with Deloitte to discuss next steps; reviewing and commenting on letters to employees.	6.1	870.00	5,307.00
03/12/24	Rogers, Linc	Preparing for and attending court hearing; email correspondence regarding court hearing throughout the day; discussions with sureties and counsel; various discussions with C. McIntyre; reviewing and commenting on draft receiver communications.	4.1	1,260.00	5,166.00
03/12/24	Samara, Naya	Summarizing the [REDACTED]; ensuring that the [REDACTED]; examining [REDACTED].	2.1	395.00	829.50
03/12/24	Thompson, Nancy	Receiving instructions from C. McIntyre; reviewing files for language for termination letters; email message to C. McIntyre forwarding same.	0.7	525.00	367.50
03/12/24	York, Andrea J.	Reviewing email from C. McIntyre; revising letter to employees; emailing C. McIntyre regarding same; reviewing and commenting on [REDACTED].	0.8	945.00	756.00
<b>Total Fees for this Matter</b>					<b>\$ 54,969.00</b>

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
McIntyre, Caitlin	CAI	21.4	870.00	18,618.00
Rogers, Linc	LCR	27.3	1,260.00	34,398.00
Samara, Naya	NYA	2.1	395.00	829.50
Thompson, Nancy	NAB	0.7	525.00	367.50
York, Andrea J.	AJY	0.8	945.00	756.00
<b>Total</b>		<b>52.3</b>		<b>\$ 54,969.00</b>

**Harmonized Sales Tax (13.0%)**

7,145.97

**Total Due for this Matter in Canadian Currency**

**\$ 62,114.97 CAD**



Invoice: 2437388  
Date: March 28, 2024  
Page: 5



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 18, 2024

Deloitte Restructuring Inc.  
 Bay Adelaide East  
 8 Adelaide Street West  
 Suite 200  
 Toronto, ON M5H 0A9  
 Canada

Attention: Richard Williams

Invoice:  
 Billing Lawyer  
 HST/GST No.:  
 Client:  
 Matter:

2441062  
 Rogers, Linc  
 R119396778  
 00038358  
 000106

### Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED  
 during the period ended March 31, 2024, as follows:

<b>Total Fees</b>	\$ 129,998.50
<b>Harmonized Sales Tax (13.0%)</b>	16,899.81
<b>TOTAL DUE IN CANADIAN CURRENCY</b>	<b>\$ 146,898.31 CAD</b>



Invoice: 2441062  
 Date: April 18, 2024  
 Page: 2

**Re: Receivership of Antamex Industries ULC (000106)**

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/13/24	McIntyre, Caitlin	Hearing regarding appointment of receiver; call with sureties; call with EDC; call with Receiver to discuss next steps; providing comment on employee letters.	6.2	870.00	5,394.00
03/13/24	Rogers, Linc	Preparing for and attending court hearing regarding receiver appointment; discussion with working group regarding various receivership matters; discussion with A. York regarding employment matters; extensive email correspondence throughout the day; separate discussions with counsel to sureties, property owner and Suffolk.	4.1	1,260.00	5,166.00
03/13/24	York, Andrea J.	Discussion with L. Rogers regarding employee matters.	0.3	945.00	283.50
03/14/24	McIntyre, Caitlin	Calls with Suffolk, sureties and Receiver; reviewing documentation provided by Suffolk in support of title claims; call with D. Loberto to provide overview of file; drafting term and task letter; call with C. Burr and L. Rogers; drafting letter to landlord; considering issues in relation to employees.	6.8	870.00	5,916.00
03/14/24	Rogers, Linc	Email correspondence throughout the day regarding various receivership matters including US property related matters, employment matters, funding matters; various discussions with working group members throughout the day; conference calls with Suffolk and sureties team; follow up call with sureties team; reviewing commenting on draft funding arrangement.	4.7	1,260.00	5,922.00
03/14/24	Woods, Seumas	Reading background documents; discussions with L. Rogers; attending Teams call with sureties, lawyers for sureties, Suffolk, client, and L. Rogers.	1.8	1,335.00	2,403.00
03/15/24	Kelley, Leah	Meeting with S. Woods to discuss construction law research; reviewing emails sent by BLG.	0.6	670.00	402.00
03/15/24	Loberto, Daniel	Reviewing Antamex receivership application record and associated supporting documents; reviewing Suffolk/IQHQ claim; corresponding with C. McIntyre regarding same; summarizing review of supporting documents	4.6	800.00	3,680.00





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 Date: April 18, 2024  
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		for claim and providing to C. McIntyre.			
03/15/24	McIntyre, Caitlin	Call with Receiver regarding [REDACTED]; reviewing and considering [REDACTED] and providing comments thereon; correspondence with stakeholders regarding stay of proceeding.	5.3	870.00	4,611.00
03/15/24	Rogers, Linc	Attending to matters related to the receivership throughout the day including stay notices, conference calls with sureties and Suffolk, extensive email correspondence, multiple calls with counsel to Suffolk; multiple discussions with Receiver; multiple discussions with C. McIntyre; reviewing and commenting on draft letter agreement.	6.6	1,260.00	8,316.00
03/15/24	Woods, Seumas	Zoom call with sureties, Suffolk, lawyers, client and Blakes team to discuss [REDACTED]; reviewing and commenting on points for agreement; briefing L. Kelley on research assignment.	1.8	1,335.00	2,403.00
03/16/24	Cukierman, Daryl	Reviewing email correspondence from C. McIntyre and A. York regarding [REDACTED] in connection with Antamex; email correspondence with C. McIntyre regarding same.	0.5	840.00	420.00
03/16/24	Kelley, Leah	Conducting legal research.	1.1	670.00	737.00
03/16/24	McIntyre, Caitlin	Call with Receiver; coordinating matters relating to transfer of Suffolk property; correspondence with Receiver and D. Cukierman related to WSIB.	3.1	870.00	2,697.00
03/16/24	Rogers, Linc	Status call with R. Kennedy; email correspondence throughout the day regarding discussions with sureties and related matters; conference call with working group.	2.2	1,260.00	2,772.00
03/16/24	Woods, Seumas	Emails from and to L. Rogers regarding draft agreement with sureties; email from L. Kelley with results of research; email to L. Rogers with same.	0.4	1,335.00	534.00
03/16/24	York, Andrea J.	Reviewing and replying to emails from C. McIntyre regarding employee matters.	0.3	945.00	283.50
03/17/24	Cukierman, Daryl	Email correspondence with L. Rogers regarding workers' compensation matters in connection with Antamex; further email correspondence with C. McIntyre regarding	0.3	840.00	252.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		same.			
03/17/24	McIntyre, Caitlin	Drafting disclaimer language in relation to transfer of Suffolk property; email correspondence with Receiver and D. Cukierman regarding WSIB.	0.5	870.00	435.00
03/17/24	Rogers, Linc	Email correspondence with D. Cukierman regarding workers' compensation matters.	0.1	1,260.00	126.00
03/18/24	Cukierman, Daryl	Telephone call and email correspondence with C. McIntyre regarding employment matters, including workers' compensation considerations related to same; preparing for and telephone call with C. McIntyre, R. Williams and P. Reynolds regarding same.	0.6	840.00	504.00
03/18/24	Loberto, Daniel	Conducting legal research regarding WEPPA matters.	0.7	800.00	560.00
03/18/24	McIntyre, Caitlin	Reviewing bonds and entitlements of sureties; calls with D. Cukierman and Receiver; correspondence with stakeholders.	3.1	870.00	2,697.00
03/18/24	Rogers, Linc	Discussions with C. McIntyre regarding various receivership issues regarding employment matters, matters related to US entity, release of inventory and funding matters.	1.5	1,260.00	1,890.00
03/18/24	Woods, Seumas	Emails from counsel for sureties with bonds; email from C. McIntyre about same.	0.3	1,335.00	400.50
03/19/24	Burr, Chris	Exchanging email messages with C. McIntyre regarding [REDACTED]; reviewing [REDACTED] regarding same.	0.4	1,000.00	400.00
03/19/24	Loberto, Daniel	Reviewing Ford Hub Project documentation; summarizing transfer of title information for C. McIntyre.	2.0	800.00	1,600.00
03/19/24	McIntyre, Caitlin	Considering ownership of equipment and inventory; reviewing litigation search; drafting confidentiality agreements in relation to sureties and prospective purchasers; considering various issues related to employees.	4.5	870.00	3,915.00
03/19/24	Rogers, Linc	Email correspondence with working group throughout the day regarding various receivership matters including [REDACTED].	1.1	1,260.00	1,386.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/19/24	Woods, Seumas	Emails to and from, and Teams call with, C. McIntyre to discuss issues relating to surety bonds; reviewing and commenting on draft NDA; reviewing and commenting on [REDACTED].	0.5	1,335.00	667.50
03/20/24	Chan, Catherine	Ordering and obtaining British Columbia litigation searches against Antamex Industries ULC.	0.1	235.00	23.50
03/20/24	Loberto, Daniel	Strategizing with C. McIntyre regarding file matters.	0.4	800.00	320.00
03/20/24	McIntyre, Caitlin	Considering ownership of equipment and inventory; reviewing litigation search; drafting confidentiality agreements in relation to sureties and prospective purchasers; considering various issues related to employees.	6.7	870.00	5,829.00
03/20/24	Pagayon, Rebecca	Conducting BC Online litigation searches including bankruptcy.	0.1	165.00	16.50
03/20/24	Rogers, Linc	Email correspondence throughout the day regarding various issues including [REDACTED], matters with contractual counterparties and employee related matters; discussions with C. McIntyre regarding same.	1.1	1,260.00	1,386.00
03/20/24	Thompson, Nancy	Reviewing email message from C. McIntyre; discussion with C. McIntyre regarding litigation search; conducting litigation search against Antamex Industries ULC and comparing updated results to previous results; preparing updated summary of litigation search results; arranging for litigation search in BC and reviewing search results; email message to C. McIntyre forwarding BC and ON litigation search results; making inquiries regarding name of [REDACTED]; email message to C. McIntyre forwarding corporation profile reports, noting [REDACTED] is not a prior name, and forwarding NUANs search results providing additional information.	2.0	525.00	1,050.00
03/20/24	Woods, Seumas	Emails to and from C. McIntyre regarding [REDACTED].	0.2	1,335.00	267.00
03/21/24	Esene, Lilian	Reviewing lease to determine whether title sits with the lessor.	0.2	395.00	79.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/21/24	Loberto, Daniel	Reviewing NEC analysis and attending conference call regarding the same; organizing outstanding stakeholder issues for C. McIntyre.	1.4	800.00	1,120.00
03/21/24	McIntyre, Caitlin	Attending to various matters in the receivership proceeding; call with NEC and the receiver; call with counsel to Euler.	6.1	870.00	5,307.00
03/21/24	Rogers, Linc	Email correspondence throughout the day with working group regarding creditor inquiries, US related matters, litigation issues and matters relating to sureties.	1.4	1,260.00	1,764.00
03/21/24	Thompson, Nancy	Messages from and to C. McIntyre regarding litigation search results and addresses for applicable court offices.	0.2	525.00	105.00
03/22/24	McIntyre, Caitlin	Attending to various matters in receivership proceeding; introductory call with Connecticut counsel; call with lien claimant; call with R. Williams, P. Reynolds and L. Rogers.	6.4	870.00	5,568.00
03/22/24	Rogers, Linc	Email correspondence with working group throughout the day regarding surety issues, creditor claims, employee matters and process related matters; status call with working group regarding same.	2.1	1,260.00	2,646.00
03/22/24	Thompson, Nancy	Receiving instructions from C. McIntyre; making various inquiries to obtain list of email addresses for intake office of various court offices; email message to C. McIntyre forwarding information obtained; reviewing letter sent to Toronto court office; drafting letter to the Milton court office regarding the stay of proceedings; email message to C. McIntyre regarding same.	1.5	525.00	787.50
03/23/24	McIntyre, Caitlin	Call regarding labour issues.	0.8	870.00	696.00
03/23/24	Rogers, Linc	Email correspondence regarding surety related matters.	0.3	1,260.00	378.00
03/24/24	McIntyre, Caitlin	Reviewing and revising draft NDA for sureties.	0.7	870.00	609.00
03/25/24	McIntyre, Caitlin	Attending to various matters in receivership proceeding; call with counsel to Nationwide.	6.3	870.00	5,481.00
03/25/24	Rogers, Linc	Extensive email correspondence and discussions throughout the day regarding surety related matters including reviewing and commenting on draft NDA;	3.1	1,260.00	3,906.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		communications with J. Birch and Receiver regarding Kent State project; communications regarding [REDACTED].			
03/26/24	McIntyre, Caitlin	Attending to various matters in receivership proceeding; call with NuYork Investments; call with Receiver team; call with M. Hong; call with US counsel regarding labour issues.	6.5	870.00	5,655.00
03/26/24	Rogers, Linc	Discussions and email correspondence throughout the day regarding a variety of matters including issues relating to sureties, NDA's and litigation related matters.	2.2	1,260.00	2,772.00
03/27/24	Esene, Lilian	Drafting Sureties and Advisor Access Agreement.	4.6	395.00	1,817.00
03/27/24	Rogers, Linc	Discussion with [REDACTED] regarding [REDACTED]; follow up discussion with [REDACTED]; follow up conference call with Receiver; instructions to L. Esene regarding access agreement; reviewing and revising access agreement and related email correspondence.	3.9	1,260.00	4,914.00
03/27/24	Thompson, Nancy	Discussion with L. Rogers; email message to the Commercial List office regarding available dates and reviewing response; preparing request form and arranging for authorization to sign; email message to the Commercial List office forwarding the signed request form; circulating an appointment for the hearing date.	0.9	525.00	472.50
03/28/24	Esene, Lilian	Drafting Sureties and Advisor Access Agreement; editing draft of Sureties and Advisor Access Agreement to resolve defined term issues and other general spelling, editing, and numbering issues.	1.3	395.00	513.50
03/28/24	McIntyre, Caitlin	Responding to various inquiries from interested parties in receivership proceeding.	3.2	870.00	2,784.00
03/28/24	Rogers, Linc	Reviewing and revising draft access agreement; various discussions and email correspondence with working group and surety representatives throughout the day regarding perfecting US lien, treatment of LLC and various process related matters.	3.2	1,260.00	4,032.00
03/28/24	Thompson, Nancy	Email messages from and to L. Rogers	0.1	525.00	52.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		regarding hearing date.			
03/28/24	Woods, Seumas	Email from and to C. McIntyre regarding lifting stay in lien actions.	0.2	1,335.00	267.00
03/29/24	Esene, Lilian	Creating new draft of the Sureties and Advisor Access Agreement for another Surety party.	0.7	395.00	276.50
03/29/24	McIntyre, Caitlin	Email correspondence with Receiver regarding project funds; email correspondence with counsel to the sureties regarding lien action.	0.2	870.00	174.00
03/29/24	Rogers, Linc	Email correspondence regarding access agreement, lien perfection and payment related matters.	0.8	1,260.00	1,008.00
03/29/24	Woods, Seumas	Emails from and to C. McIntyre regarding [REDACTED].	0.3	1,335.00	400.50
03/31/24	McIntyre, Caitlin	Email correspondence regarding claim to materials; reviewing draft lift stay order.	0.4	870.00	348.00
03/31/24	Woods, Seumas	Reviewing proposed draft lift stay order with respect to lien claims.	0.3	1,335.00	400.50
<b>Total Fees for this Matter</b>				<b>\$ 129,998.50</b>	

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Burr, Chris	BUR	0.4	1,000.00	400.00
Chan, Catherine	CNC	0.1	235.00	23.50
Cukierman, Daryl	DBC	1.4	840.00	1,176.00
Esene, Lilian	ESE	6.8	395.00	2,686.00
Kelley, Leah	LKT	1.7	670.00	1,139.00
Loberto, Daniel	DQL	9.1	800.00	7,280.00
McIntyre, Caitlin	CAI	66.8	870.00	58,116.00
Pagayon, Rebecca	RXXP	0.1	165.00	16.50
Rogers, Linc	LCR	38.4	1,260.00	48,384.00
Thompson, Nancy	NAB	4.7	525.00	2,467.50
Woods, Seumas	RSMW	5.8	1,335.00	7,743.00
York, Andrea J.	AJY	0.6	945.00	567.00
<b>Total</b>		<b>135.9</b>		<b>\$ 129,998.50</b>



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**Harmonized Sales Tax (13.0%)**  
**Total Due for this Matter in Canadian Currency**

16,899.81  

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**\$ 146,898.31 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

May 13, 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:

2445296  
Rogers, Linc  
R119396778  
00038358  
000106

Attention: Richard Williams

### Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED  
during the period ended April 30, 2024, as follows:

	Total Fees	
<b>Taxable Disbursement(s)</b>		
eSummaries	\$ 151.80	
Off. Receiver Bankruptcy Certificate	40.60	
OnCorp PPSA (electronic)	34.10	
PPSA-EP	67.80	
Search Fees	25.60	
Searches-Other	34.10	
		\$ 354.00
<b>Non-taxable Disbursement(s)</b>		
Government Fees	\$ 60.65	
		\$ 60.65
<b>Harmonized Sales Tax (13.0%)</b>		18,229.19
<b>TOTAL DUE IN CANADIAN CURRENCY</b>		<b>\$ 158,514.34 CAD</b>





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**Re: Receivership of Antamex Industries ULC (000106)**

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/01/24	Esene, Lilian	Updating sureties and advisor access agreement [REDACTED]	3.3	395.00	1,303.50
04/01/24	McIntyre, Caitlin	Email correspondence regarding vault server.	0.1	870.00	87.00
04/01/24	McIntyre, Caitlin	Call with counsel to sureties; updating service list; revising access agreement; attending to various matters in receivership proceeding.	3.8	870.00	3,306.00
04/01/24	Rogers, Linc	Email correspondence throughout the day regarding various matters including with respect to sureties (access agreement), US based matters and trust claim related issues.	1.8	1,260.00	2,268.00
04/01/24	Thompson, Nancy	Messages from and to C. McIntyre regarding court time.	0.2	525.00	105.00
04/01/24	Woods, Seumas	Participating in Teams call with counsel for sureties to discuss draft order to lift stay of proceedings; post-call with C. McIntyre to discuss draft order.	1.0	1,335.00	1,335.00
04/02/24	Esene, Lilian	Updating Sureties and advisor access agreement [REDACTED]	1.6	395.00	632.00
04/02/24	McIntyre, Caitlin	Drafting access agreement; call with counsel to the sureties regarding access agreement; drafting form of lift-stay order.	2.4	870.00	2,088.00
04/02/24	Rogers, Linc	Email correspondence throughout the day regarding surety related matters, [REDACTED] matter and other process related matters; discussion with surety counsel; status discussions with C. McIntyre.	1.9	1,260.00	2,394.00
04/02/24	Thompson, Nancy	Email message to and from L. Rogers regarding vacating April 5 hearing time; email message to the Commercial List office regarding same; email messages from and to C. McIntyre regarding notice received from the court office.	0.2	525.00	105.00
04/03/24	McIntyre, Caitlin	Email correspondence regarding Krisro claim; email correspondence regarding access agreement; call regarding 256 Victoria; attending to various issues in receivership	1.9	870.00	1,653.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		proceeding; status discussion with L. Rogers.			
04/03/24	Rogers, Linc	Status discussion with RBC and counsel to RBC; reviewing revised access agreement; email correspondence regarding U of T project; email correspondence regarding breach of stay matters; status discussion with C. McIntyre.	1.7	1,260.00	2,142.00
04/04/24	McIntyre, Caitlin	Attending to various issues in the receivership; call with T. Moss; call with R. Williams; discussions with L. Rogers regarding receivership matters.	3.4	870.00	2,958.00
04/04/24	Rogers, Linc	Email correspondence throughout the day regarding surety issues, access agreement, job completion matters and various discussions throughout the day with working group members and surety counsel including discussions with C. McIntyre.	2.5	1,260.00	3,150.00
04/04/24	Thompson, Nancy	Reviewing email message from C. McIntyre; conducting requested corporate searches against Antamex Partners and Antamex Facade; email message to C. McIntyre setting out search results.	0.6	525.00	315.00
04/05/24	McIntyre, Caitlin	Call with P. Reynolds, R. Williams and L. Rogers; revising access agreement; attending to various other matters in receivership proceeding.	3.3	870.00	2,871.00
04/05/24	Rogers, Linc	Discussion with Receiver regarding access agreement; discussion with surety counsel regarding access agreement; reviewing and commenting on revised access agreement; email correspondence regarding Chapter 15; email correspondence regarding US lien issues; several discussions with C. McIntyre throughout the day.	3.3	1,260.00	4,158.00
04/05/24	Thompson, Nancy	Reviewing and revising service list; reviewing email message from C. McIntyre and ensuring all parties are included; email message to C. McIntyre forwarding updated service list.	1.1	525.00	577.50
04/07/24	Rogers, Linc	Email correspondence regarding lift stay request and document production requests.	0.3	1,260.00	378.00
04/08/24	McIntyre, Caitlin	Attending to various matters in receivership including corresponding with lien claimants and drafting a letter to employees of Antamex	4.1	870.00	3,567.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		LLC.			
04/08/24	Rogers, Linc	Email correspondence with counsel to EDC regarding payment of professional fees; discussion with R. Williams regarding various outstanding surety matters; discussion with C. McIntyre regarding same.	2.1	1,260.00	2,646.00
04/09/24	McIntyre, Caitlin	Drafting letter requesting books and records of Antamex; drafting declaration of L. Rogers in relation to Chapter 15 proceeding; reviewing and providing comments on declaration of foreign representative in relation to Chapter 15 proceeding; call with Walsh and UofT.	5.8	870.00	5,046.00
04/09/24	Rogers, Linc	Email correspondence throughout the day regarding various receivership matters; reviewing and commenting on draft statutory declarations for Chapter 15 proceedings; various discussions with C. McIntyre.	3.7	1,260.00	4,662.00
04/09/24	Thompson, Nancy	Reviewing notice of appearance and updating service list accordingly; email message to C. McIntyre forwarding updated service list.	0.3	525.00	157.50
04/10/24	Esene, Lilian	Reviewing documentation to confirm ownership and where title sits regarding three categories of materials within Antamex's possession.	2.2	395.00	869.00
04/10/24	McIntyre, Caitlin	Reviewing correspondence from Stuart Olson; reviewing security of Deutsche Leasing; call with P. Jasper regarding Chapter 15 pleadings; revising declaration of L. Rogers.	4.0	870.00	3,480.00
04/10/24	Rogers, Linc	Status discussion with working group; email correspondence regarding various surety issues; reviewing draft declarations; discussion with P. Jasper; revising draft declaration; discussion with [REDACTED].	3.6	1,260.00	4,536.00
04/10/24	Thompson, Nancy	Reviewing email message from C. McIntyre and attached draft form of service list from company's counsel; comparing same to current copy of service list and noting any discrepancies; email message to C. McIntyre regarding same.	0.4	525.00	210.00
04/11/24	McIntyre, Caitlin	Drafting letter to Landlord; conducting security review with respect to Deutsche	4.1	870.00	3,567.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		Leasing; correspondence with E. Rankin; reviewing documents provided by Stuart Olson.			
04/11/24	Rogers, Linc	Status discussion with R. Williams regarding outstanding matters; reviewing and commenting on draft correspondence prepared by C. McIntyre; status discussion with C. McIntyre; related email correspondence throughout the day.	2.8	1,260.00	3,528.00
04/12/24	McIntyre, Caitlin	Revising letter to Landlord and corresponding with L. Rogers and US counsel regarding same; reviewing comments to declaration of L. Rogers; drafting letter regarding return of Antamex's property; reviewing revised declaration of the foreign representative.	3.7	870.00	3,219.00
04/12/24	Rogers, Linc	Email correspondence regarding letter to landlord; reviewing draft lawyer's declaration; correspondence regarding laptops retained by employees; various discussions with receiver team throughout the day.	3.1	1,260.00	3,906.00
04/13/24	McIntyre, Caitlin	Reviewing and commenting on declaration of the Foreign Representative.	0.5	870.00	435.00
04/13/24	Rogers, Linc	Reviewing and commenting on draft lawyer's declaration; reviewing and commenting on draft foreign representative declaration.	1.1	1,260.00	1,386.00
04/14/24	McIntyre, Caitlin	Reviewing email from L. Rogers regarding declaration of Foreign Representative.	0.2	870.00	174.00
04/14/24	Rogers, Linc	Reviewing draft foreign representative declaration; discussion with C. McIntyre regarding same; related email correspondence.	0.9	1,260.00	1,134.00
04/15/24	McIntyre, Caitlin	Revising draft letter to landlord; revising foreign representative's declaration; reviewing and commenting on draft receivership order for 256 Victoria.	4.7	870.00	4,089.00
04/15/24	Rogers, Linc	Reviewing and commenting on draft Chapter 15 declarations; related discussions with C. McIntyre; email correspondence with T. Dunn; discussion with R. Williams regarding realization matters.	2.1	1,260.00	2,646.00
04/15/24	Thompson, Nancy	Messages from and to C. McIntyre regarding environmental orders; email messages to and from N. Treffry regarding same.	0.2	525.00	105.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/15/24	Treffry, Ngina	Reviewing the parcel abstract for 256 Victoria Street West, Alliston; conducting access environment search and reporting to the Blakes working group.	0.8	335.00	268.00
04/16/24	McIntyre, Caitlin	Call with P. Jasper, T. Moss and L. Rogers; correspondence with receiver regarding Chapter 15 recognition; revising comments on 256 Victoria Order; considering position of Stuart Olson with respect to material.	1.3	870.00	1,131.00
04/16/24	Rogers, Linc	Email correspondence regarding Deutsche Bank leased equipment and related discussions with R. Williams; discussion with T. Moss and P. Jasper regarding Chapter 15.	2.4	1,260.00	3,024.00
04/16/24	Thompson, Nancy	Reviewing email message from N. Treffry and information provided for environmental orders.	0.1	525.00	52.50
04/16/24	Treffry, Ngina	Providing information to C. McIntyre regarding the access environment searches for 256 Victoria Street in Alliston, Ontario.	0.4	335.00	134.00
04/17/24	McIntyre, Caitlin	Correspondence regarding Pomerleau and Walsh claims to materials; correspondence regarding surety payment.	0.6	870.00	522.00
04/17/24	Rogers, Linc	Reviewing and commenting on [REDACTED]; email correspondence with surety counsel; status discussion with C. McIntyre; email correspondence regarding U of T project.	0.9	1,260.00	1,134.00
04/17/24	Thompson, Nancy	Email messages from and to C. McIntyre regarding certified copy of the order; email messages to and from the Commercial Court office arranging for certified copy; email message to the filing clerks arranging for pickup of certified order and arranging for payment of the filing fee.	0.4	525.00	210.00
04/18/24	McIntyre, Caitlin	Drafting agreement in respect of Stuart Olson; call regarding [REDACTED].	2.2	870.00	1,914.00
04/18/24	Rogers, Linc	Email correspondence and discussions with working group throughout the day including with respect to surety matters, Chapter 15 matters and process related issues.	1.9	1,260.00	2,394.00
04/19/24	Amoroso, Carlo	Attended Commercial Court office to pay for and pick up Certified Copy of Order of Justice Black dated March 13, 2024.			25.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/19/24	McIntyre, Caitlin	Call with counsel to sureties and PJ Dick; correspondence with T. Moss; drafting agreements regarding Deutsche and Stuart Olsen.	1.9	870.00	1,653.00
04/19/24	Rogers, Linc	Conference call with BLG and Paire Roland regarding payment of receivables by PJ Dick and release of materials; reviewing draft release document for Deutsche; reviewing Chapter 15 documents; status discussion with C. McIntyre.	1.9	1,260.00	2,394.00
04/20/24	McIntyre, Caitlin	Reviewing and commenting on draft Chapter 15 application materials.	1.5	870.00	1,305.00
04/20/24	Rogers, Linc	Reviewing and commenting on Chapter 15 documents and related email correspondence.	1.1	1,260.00	1,386.00
04/21/24	McIntyre, Caitlin	Reviewing and commenting on Chapter 15 draft materials.	1.8	870.00	1,566.00
04/21/24	McIntyre, Caitlin	Reviewing and commenting on Chapter 15 draft materials.	0.2	870.00	174.00
04/21/24	Rogers, Linc	Reviewing and commenting on Chapter 15 documents; related discussion with C. McIntyre.	1.8	1,260.00	2,268.00
04/22/24	McIntyre, Caitlin	Attending to various matters in receivership proceeding; preparing indemnity agreement for Sapphire Balconies; preparing equipment release agreement for Deutsche Leasing; preparing project material agreement between PJ Dick and Receiver.	4.0	870.00	3,480.00
04/22/24	Rogers, Linc	Email correspondence regarding Stuart Olson agreement, Deutsche agreement, and PJ Dick agreement and related document review; status discussion with C. McIntyre.	1.5	1,260.00	1,890.00
04/23/24	McIntyre, Caitlin	Correspondence regarding Press Glass racks; revising letter in respect of surety payment; correspondence with T. Moss regarding Chapter 15 materials; correspondence regarding PJ Dick materials.	2.4	870.00	2,088.00
04/24/24	McIntyre, Caitlin	Correspondence regarding PJ Dick materials; correspondence regarding Air Liquide; correspondence with T. Moss regarding Chapter 15 pleadings; preparing issue tracking list.	2.9	870.00	2,523.00
04/24/24	Rogers, Linc	Email correspondence regarding FNB project,	2.7	1,260.00	3,402.00



Invoice: 2445296  
 Date: May 13, 2024  
 Page: 8

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		landlord issues, Chapter 15 matters and related discussions with working group.			
04/25/24	McIntyre, Caitlin	Correspondence with T. Moss regarding Chapter 15 pleadings; reviewing and commenting on US service list; circulating letter regarding surety payment; attending to other matters in receivership proceeding.	2.1	870.00	1,827.00
04/25/24	Rogers, Linc	Email correspondence regarding various Chapter 15 matters; discussions with regarding FNB project and related email correspondence; status discussion with P. Reynolds; email correspondence to counsel to Connecticut tenant; email correspondence regarding 256 Victoria.	2.1	1,260.00	2,646.00
04/26/24	McIntyre, Caitlin	Correspondence regarding Chapter 15 pleadings; preparing security opinion; correspondence with N. Thompson regarding searches.	4.3	870.00	3,741.00
04/26/24	Rogers, Linc	Email correspondence regarding Chapter 15 matters throughout the day; conference call with working group regarding Glass Equipment in US; call with C. Besant; email correspondence with working group regarding Glass Equipment; email correspondence regarding litigation matters; status discussion with C. McIntyre; attending to matters regarding Deutsche lease.	2.9	1,260.00	3,654.00
04/26/24	Thompson, Nancy	Messages from and to C. McIntyre regarding updating searches, etc.; conducting updated searches; checking online search tool for civil proceedings; reviewing search results and updating search summary with results received to date; email message to C. McIntyre forwarding search summary and raw search results and noting additional questions and outstanding results; reviewing response from C. McIntyre; conducting updated BC PPSA searches; reviewing additional search results and updating search summary accordingly.	2.0	525.00	1,050.00
04/29/24	Esene, Lilian	Researching [REDACTED]	1.5	395.00	592.50
04/29/24	McIntyre, Caitlin	Preparing security opinion; correspondence	3.3	870.00	2,871.00





Invoice: 2445296  
 Date: May 13, 2024  
 Page: 9

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		regarding PJ Dick materials; correspondence regarding Air Liquide; reviewing and commenting on US service list.			
04/29/24	Rogers, Linc	Email correspondence throughout the day regarding Chapter 15 filing; discussion with R. Williams regarding Deutsche equipment; discussion with T. Dunn regarding same; email correspondence regarding FNB Project; email correspondence regarding release of propane by supplier.	1.9	1,260.00	2,394.00
04/29/24	Thompson, Nancy	Reviewing outstanding search results and updating search summary; email message to C. McIntyre forwarding updated search summary and raw search results.	0.6	525.00	315.00
04/30/24	Esene, Lilian	Researching [REDACTED]	2.0	395.00	790.00
04/30/24	McIntyre, Caitlin	Correspondence regarding Chapter 15; drafting security opinion; correspondence with D. Bamborough regarding surety payment.	1.4	870.00	1,218.00
04/30/24	Rogers, Linc	Discussions with counsel to potential purchaser of [REDACTED]; discussion with R. Williams regarding same; email correspondence related to Chapter 15 matters; email correspondence regarding US litigation matters.	2.1	1,260.00	2,646.00
<b>Total Fees for this Matter</b>				<b>\$ 139,870.50</b>	

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Amoroso, Carlo	CAMO	0.0	0.00	25.00
Esene, Lilian	ESE	10.6	395.00	4,187.00
McIntyre, Caitlin	CAI	71.9	870.00	62,553.00
Rogers, Linc	LCR	54.1	1,260.00	68,166.00
Thompson, Nancy	NAB	6.1	525.00	3,202.50
Treffry, Ngina	NGI	1.2	335.00	402.00
Woods, Seumas	RSMW	1.0	1,335.00	1,335.00
<b>Total</b>		<b>144.9</b>		<b>\$ 139,870.50</b>





Invoice: 2445296  
Date: May 13, 2024  
Page: 10

**Taxable Disbursement(s)**

eSummaries	\$ 151.80
Off. Receiver Bankruptcy Certificate	40.60
OnCorp PPSA (electronic)	34.10
PPSA-EP	67.80
Search Fees	25.60
Searches-Other	34.10

\_\_\_\_\_  
\$ 354.00

**Non-taxable Disbursement(s)**

Government Fees	\$ 60.65
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\_\_\_\_\_  
\$ 60.65

**Harmonized Sales Tax (13.0%)**

\_\_\_\_\_  
18,229.19

**Total Due for this Matter in Canadian Currency**

\_\_\_\_\_  
**\$ 158,514.34 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 24, 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:

2453181  
 Rogers, Linc  
 R119396778  
 00038358  
 000106

Attention: Richard Williams

### Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED  
 during the period ended May 31, 2024, as follows:

	<b>Total Fees</b>	\$ 124,322.50
<b><u>Non-taxable Disbursement(s)</u></b>		
Court Fees	\$ 403.00	
		<hr/> \$ 403.00
	<b>Harmonized Sales Tax (13.0%)</b>	16,161.93
	<b>TOTAL DUE IN CANADIAN CURRENCY</b>	<hr/> <b>\$ 140,887.43 CAD</b>

*WV*



Invoice: 2453181  
 Date: June 24, 2024  
 Page: 2

**Re: Receivership of Antamex Industries ULC (000106)**

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/01/24	Esene, Lilian	Updating issue tracker document.	0.4	395.00	158.00
05/01/24	McIntyre, Caitlin	Revising issue tracking list; email correspondence regarding Gilbane; drafting bill of sale.	2.8	870.00	2,436.00
05/01/24	Rogers, Linc	Reviewing and commenting on draft bill of sale; email correspondence regarding [REDACTED]; discussion with T. Dunn; discussion with R. Williams; email correspondence regarding potential sale to [REDACTED]; discussions throughout the day with C. McIntyre; email correspondence regarding Chapter 15 filing; reviewing Chapter 15 materials.	2.6	1,260.00	3,276.00
05/02/24	Esene, Lilian	Updating issue tracker document.	0.4	395.00	158.00
05/02/24	Halpern, Zvi	Advising C. McIntyre regarding sales tax matters.	0.2	1,200.00	240.00
05/02/24	McIntyre, Caitlin	Attending to various matters in receivership proceeding; call with US counsel to discuss Chapter 15 hearing; revising bill of sale; drafting NDA for prospective brokerages.	3.1	870.00	2,697.00
05/02/24	Rogers, Linc	Discussion with working group regarding Chapter 15 filing; reviewing Chapter 15 filing materials; reviewing draft bill of sale for miscellaneous equipment; reviewing draft NDA; related discussions with C. McIntyre throughout the day.	3.8	1,260.00	4,788.00
05/03/24	McIntyre, Caitlin	Attending Chapter 15 hearing; call with US counsel and Receiver; call with counsel to [REDACTED]; drafting letter to counsel for GEN.	6.3	870.00	5,481.00
05/03/24	Rogers, Linc	Preparing for and attending initial hearing for Chapter 15 proceeding; debrief call with working group; follow-up discussion with E. Lamek; email correspondence with working group; reviewing draft correspondence prepared by C. McIntyre; discussions with C. McIntyre throughout the day.	3.6	1,260.00	4,536.00
05/04/24	Rogers, Linc	Email correspondence regarding finalizing US orders.	0.1	1,260.00	126.00
05/05/24	McIntyre, Caitlin	Reviewing and revising draft letter to GEN.	0.5	870.00	435.00



Invoice: 2453181  
 Date: June 24, 2024  
 Page: 3

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/05/24	Rogers, Linc	Reviewing and revising draft letter to [REDACTED].	1.8	1,260.00	2,268.00
05/06/24	Esene, Lilian	Updating issue tracker document.	0.7	395.00	276.50
05/06/24	McIntyre, Caitlin	Revising letter to GEN and Norwich 40; reviewing and revising auction services agreement; drafting email to court; correspondence with T. Moss; reviewing letter from counsel to GEN.	5.3	870.00	4,611.00
05/06/24	Rogers, Linc	Discussion with client regarding Glass Production Equipment matters; reviewing and revising draft letter to counsel to GEN; reviewing correspondence from counsel to GEN; discussing same with C. McIntyre; attending to various correspondence and related matters throughout the day.	4.1	1,260.00	5,166.00
05/07/24	McIntyre, Caitlin	Revising issue tracking list; call to discuss first report and US equipment; attending to issues relating to lien claimants; attending to release of materials; drafting letter to HSBC US; drafting auction services agreement.	7.5	870.00	6,525.00
05/07/24	Rogers, Linc	Conference call with client to discuss letter provided by counsel to GEN; reviewing and commenting on draft auction services agreement; discussion with C. McIntyre regarding same; email correspondence with counsel to GEN; related email correspondence throughout the day.	3.3	1,260.00	4,158.00
05/08/24	McIntyre, Caitlin	Revising auction services agreement; drafting indemnity and release with respect to equipment release; call with EDC regarding US equipment.	1.1	870.00	957.00
05/08/24	Rogers, Linc	Reviewing auction services agreement; discussion with EDC regarding letter from E. Lamek; related email correspondence.	1.6	1,260.00	2,016.00
05/09/24	McIntyre, Caitlin	Reviewing and revising Antamex service list; reviewing information provided by R. Spurgeon related to US Equipment; discussions with L. Rogers.	1.0	870.00	870.00
05/09/24	Rogers, Linc	Discussion with R. Williams regarding his discussions with R. Spurgeon and P. Reynolds; reviewing email correspondence regarding same; discussions with C. McIntyre regarding same.	1.8	1,260.00	2,268.00



Invoice: 2453181  
 Date: June 24, 2024  
 Page: 4

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/09/24	Thompson, Nancy	Preparing request form for May 22 hearing; email message to C. McIntyre forwarding same for review; revising and finalizing same; email message to the court office forward signed request form; reviewing confirmation from the court office and circulating appointment for the hearing date; reviewing email messages forwarded by C. McIntyre; updating service list; email message to C. McIntyre forwarded the updated service list.	1.6	525.00	840.00
05/10/24	McIntyre, Caitlin	Drafting letters regarding obtaining records of Antamex; calls with L. Rogers; drafting email to E. Lamek.	1.9	870.00	1,653.00
05/10/24	Rogers, Linc	Status discussion with P. Reynolds; discussion with E. Lamek; drafting reply email to E. Lamek; various status discussions with C. McIntyre throughout the day and related email correspondence.	1.9	1,260.00	2,394.00
05/13/24	Keliher, Christopher	Corresponding with Blakes working group regarding assignment and assumption agreement; reviewing master lease agreement and supporting schedules; attending to related matters.	0.6	685.00	411.00
05/13/24	McIntyre, Caitlin	Commenting on draft first report; call with C. Keliher to discuss assignment and assumption agreement; revising auction services agreement; drafting letters to parties in possession of Antamex property.	3.8	870.00	3,306.00
05/13/24	Rogers, Linc	Email correspondence regarding auction service agreement approval and related matters.	0.3	1,260.00	378.00
05/14/24	Keliher, Christopher	Reviewing file materials and [REDACTED]; drafting assignment and assumption agreement; corresponding and discussions with Blakes working group regarding same; attending to related matters.	3.6	685.00	2,466.00
05/14/24	McIntyre, Caitlin	Commenting on draft first report; call regarding 19 Duncan materials; revising auction services agreement; reviewing draft assignment and assumption agreement; discussions with L. Rogers.	4.4	870.00	3,828.00
05/14/24	Rogers, Linc	Reviewing email correspondence related to pending motion to approve auction agreement, among other things; reviewing	2.9	1,260.00	3,654.00



Invoice: 2453181  
 Date: June 24, 2024  
 Page: 5

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		draft assignment and assumption agreement [REDACTED]; discussion with C. Keliher regarding same; discussions with C. McIntyre throughout the day.			
05/15/24	Keliher, Christopher	Reviewing and revising [REDACTED]; corresponding with client regarding same; corresponding with Blakes working group regarding notice of motion; reviewing draft Receiver's report; drafting notice of motion; attending to related matters.	3.9	685.00	2,671.50
05/15/24	McIntyre, Caitlin	Drafting first report; preparing draft order and notice of motion; discussions with L. Rogers; discussion with N. Thompson.	7.0	870.00	6,090.00
05/15/24	Rogers, Linc	Reviewing and commenting on transaction documents; reviewing and commenting on draft order; reviewing and commenting on draft report; email correspondence throughout the day; discussions with C. McIntyre throughout the day regarding hearing; email correspondence with N. Thompson.	3.4	1,260.00	4,284.00
05/15/24	Thompson, Nancy	Reviewing draft report; discussion with C. McIntyre regarding style of cause; preparing motion record cover pages and index; reviewing copies of available appendices and preparing appendices package; redacting items from the ASA; preparing appendix cover pages and confidential appendix cover pages; email message to C. McIntyre forwarding exhibits package and noting outstanding items; reviewing and revising the notice of motion and draft order; email message to C. McIntyre regarding same; email messages from and to L. Rogers regarding process for return of property.	3.6	525.00	1,890.00
05/16/24	Chorneyko, Roman	Researching [REDACTED].	2.5	360.00	900.00
05/16/24	McIntyre, Caitlin	Drafting first report; preparing draft order and notice of motion; discussion and email correspondence with N. Thompson.	3.9	870.00	3,393.00
05/16/24	Rogers, Linc	Discussions with C. McIntyre regarding transaction documents and pending sale approval motion; email correspondence with	1.1	1,260.00	1,386.00



Invoice: 2453181  
 Date: June 24, 2024  
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		sureties counsel regarding same; email correspondence with M. Stevenson regarding US equipment; email correspondence with N. Thompson.			
05/16/24	Thompson, Nancy	Reviewing email message from C. McIntyre and attached outstanding appendices; updating appendices package accordingly; adding additional confidential appendix; reviewing first report and assembling together with appendices package; email message to C. McIntyre forwarding first report for review; updating first report to include comments from C. McIntyre; reviewing and revising motion record cover pages and index; reviewing signed report; assembling motion record and package of confidential appendices; drafting cover email message and forwarding to C. McIntyre for review; finalizing and serving the motion record; reviewing email message from J. Salmas regarding request for confidential appendices; email messages to and from L. Rogers regarding same; email message to J. Salmas forwarding confidential appendices; preparing lawyer's certificate of service and email message to C. McIntyre for review and signing.	3.4	525.00	1,785.00
05/17/24	McIntyre, Caitlin	Preparing hearing materials.	1.6	870.00	1,392.00
05/17/24	Riviglia, Anna	Submitted Motion Record to be filed with the Commercial Court.			25.00
05/17/24	Thompson, Nancy	Email message arranging for the motion record to be filed with the court.	0.2	525.00	105.00
05/18/24	McIntyre, Caitlin	Drafting factum.	1.9	870.00	1,653.00
05/19/24	McIntyre, Caitlin	Revising factum.	0.4	870.00	348.00
05/19/24	Rogers, Linc	Reviewing and commenting on draft factum; discussing same with C. McIntyre.	1.1	1,260.00	1,386.00
05/20/24	McIntyre, Caitlin	Revising factum.	0.8	870.00	696.00
05/20/24	Rogers, Linc	Email correspondence regarding upcoming hearing; discussion with R. Williams regarding same; discussion with C. McIntyre regarding same; related document review.	0.8	1,260.00	1,008.00
05/21/24	Chorneyko, Roman	Compiling tables of authorities for factum for C. McIntyre.	0.9	360.00	324.00



Invoice: 2453181  
 Date: June 24, 2024  
 Page: 7

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/21/24	McIntyre, Caitlin	Revising and finalizing factum; discussion with L. Rogers; discussion with N. Thompson.	2.2	870.00	1,914.00
05/21/24	Riviglia, Anna	Submitted Factum to be filed with the Commercial Court.			25.00
05/21/24	Rogers, Linc	Discussions with counsel for Deutsche and TAGG; various discussions with R. Williams and C. McIntyre regarding pending hearing; email correspondence with J. Dickers regarding lap tops; preparing for pending hearing.	2.2	1,260.00	2,772.00
05/21/24	Thompson, Nancy	Discussion with C. McIntyre regarding two receivership court files and proposed treatment going forward; email message to the court office regarding same; reviewing factum and correcting formatting issues; drafting cover email to the service list; serving the factum on the service list; preparing lawyer's certificate of service; arranging for factum to be filed with the court; drafting participant information form; email message to C. McIntyre forwarding same; reviewing additional request; updating participant information form and email message to C. McIntyre forwarding same.	2.4	525.00	1,260.00
05/22/24	McIntyre, Caitlin	Preparing for and attending hearing; attending to matters relating to release of materials.	2.5	870.00	2,175.00
05/22/24	Rogers, Linc	Preparing for attending hearing regarding approval of auction service agreement and related matters; discussion with R. Williams regarding same; email correspondence with sureties counsel; discussions with C. McIntyre throughout the day; email correspondence with counsel to [REDACTED] regarding purchase of [REDACTED].	2.4	1,260.00	3,024.00
05/23/24	McIntyre, Caitlin	Correspondence with R. Williams relating to release of materials; discussions with L. Rogers.	0.3	870.00	261.00
05/23/24	Rogers, Linc	Reviewing endorsement from J. Kimmel; related email correspondence.	0.4	1,260.00	504.00
05/23/24	Thompson, Nancy	Reviewing email message from C. McIntyre; email message to filing clerks arranging for Order to be entered and sealed.	0.2	525.00	105.00
05/24/24	McIntyre, Caitlin	Revising factum.	0.2	870.00	174.00





Invoice: 2453181  
 Date: June 24, 2024  
 Page: 8

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/24/24	Riviglia, Anna	Submitted order to be sealed by the court.			25.00
05/24/24	Thompson, Nancy	Reviewing order as entered and stamped by the court office; email message to the Service List circulating the order and endorsement.	0.3	525.00	157.50
05/27/24	Rogers, Linc	Discussion with sureties counsel regarding litigation matters.	0.5	1,260.00	630.00
05/28/24	McIntyre, Caitlin	Correspondence with D. Bamborough; correspondence with R. Williams regarding proposal from Stuart Olsen.	0.6	870.00	522.00
05/28/24	Rogers, Linc	Email correspondence regarding listing and sale documents for Alliston property.	0.2	1,260.00	252.00
05/29/24	Earon, Beth	Discussion with C. McIntyre; reviewing and marking up listing agreement and drafting schedule thereto; considering matters to be included in purchase agreement; email to C. McIntyre.	1.8	900.00	1,620.00
05/29/24	McIntyre, Caitlin	Coordinating review of listing and preparation of APS; reviewing listing agreement; correspondence regarding Chapter 15 hearing.	1.2	870.00	1,044.00
05/29/24	Rogers, Linc	Email correspondence regarding sale of real property; email correspondence regarding questions by sureties.	0.3	1,260.00	378.00
05/29/24	Thompson, Nancy	Reviewing email message from [REDACTED]; reviewing materials and drafting response; email messages to and from C. McIntyre regarding response to [REDACTED]; email message to [REDACTED] forwarding requested information.	0.5	525.00	262.50
05/29/24	Treffry, Ngina	Reviewing the listing agreement; reviewing the municipal address for the property; providing comments on the listing agreement to B. Earon.	1.1	335.00	368.50
05/30/24	McIntyre, Caitlin	Email correspondence with R. Williams regarding questions from D. Bamborough; email correspondence with Antamex's counsel on [REDACTED].	0.9	870.00	783.00
05/30/24	McIntyre, Caitlin	Attending to matters relating to material release.	0.4	870.00	348.00
05/30/24	Rogers, Linc	Email correspondence regarding various outstanding matters including lien claim matters, real property sale matters and	0.3	1,260.00	378.00



Invoice: 2453181  
 Date: June 24, 2024  
 Page: 9

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		sureties related issues.			
05/31/24	McIntyre, Caitlin	Call with Antamex's counsel on claim against Ellis Don; email correspondence regarding material release; drafting confidentiality agreement; call with L. Rogers.	3.3	870.00	2,871.00
05/31/24	Rogers, Linc	Status discussion with C. McIntyre regarding litigation related matters; email correspondence regarding same; email correspondence regarding sale of 256 Victoria.	0.6	1,260.00	756.00
<b>Total Fees for this Matter</b>					<b>\$ 124,322.50</b>

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Chorneyko, Roman	ROY	3.4	360.00	1,224.00
Earon, Beth	EEA	1.8	900.00	1,620.00
Esene, Lilian	ESE	1.5	395.00	592.50
Halpern, Zvi	ZVI	0.2	1,200.00	240.00
Keliher, Christopher	CKLR	8.1	685.00	5,548.50
McIntyre, Caitlin	CAI	64.9	870.00	56,463.00
Riviglia, Anna	ANR	0.0	0.00	75.00
Rogers, Linc	LCR	41.1	1,260.00	51,786.00
Thompson, Nancy	NAB	12.2	525.00	6,405.00
Treffry, Ngina	NGI	1.1	335.00	368.50
<b>Total</b>		<b>134.3</b>		<b>\$ 124,322.50</b>

#### **Non-taxable Disbursement(s)**

Court Fees

\$ 403.00

\$ 403.00

#### **Harmonized Sales Tax (13.0%)**

16,161.93

**Total Due for this Matter in Canadian Currency**

**\$ 140,887.43 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

July 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:

2461217  
 Rogers, Linc  
 R119396778  
 00038358  
 000106

### Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED  
 during the period ended June 30, 2024, as follows:

	<b>Total Fees</b>	<b>\$ 66,161.00</b>
<b><u>Taxable Disbursement(s)</u></b>		
Search Fees	\$ 3.00	
		<u>\$ 3.00</u>
	<b>Harmonized Sales Tax (13.0%)</b>	<b>8,601.32</b>
	<b>TOTAL DUE IN CANADIAN CURRENCY</b>	<b><u>\$ 74,765.32 CAD</u></b>



Invoice: 2461217  
 Date: July 31, 2024  
 Page: 2

**Re: Receivership of Antamex Industries ULC (000106)**

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
06/02/24	McIntyre, Caitlin	Email correspondence with S. Woods regarding litigation matters.	0.2	870.00	174.00
06/02/24	Woods, Seumas	Email correspondence with C. McIntyre.	0.1	1,335.00	133.50
06/03/24	D'Alimonte, Silvana	Meeting with B. Earon to review and provide comments on draft real property purchase agreement.	0.6	1,250.00	750.00
06/03/24	Earon, Beth	Drafting real property purchase agreement; discussion with S. D'Alimonte in connection with same and commencing redraft of purchase agreement; corresponding with C. McIntyre on same.	4.5	900.00	4,050.00
06/03/24	McIntyre, Caitlin	Correspondence with B. Earon regarding real property purchase agreement.	0.1	870.00	87.00
06/04/24	Earon, Beth	Drafting purchase agreement and schedules thereto; emails to and from N. Treffry on permitted encumbrances schedule and vesting order schedule; revising draft purchase agreement and circulating same to C. McIntyre; reviewing comments from C. McIntyre and revising purchase agreement accordingly.	1.6	900.00	1,440.00
06/04/24	McIntyre, Caitlin	Call with Deloitte and L. Rogers to discuss US assets and related matters; attending to matters relating to release of materials; call with S. Woods regarding claimant letter; reviewing and commenting on draft APS for sale of Alliston building.	3.2	870.00	2,784.00
06/04/24	Rogers, Linc	Conference call with Receiver to discuss US assets and related matters.	0.8	1,260.00	1,008.00
06/04/24	Treffry, Ngina	Inserting the permitted encumbrances into the draft purchase agreement and completing the real property schedules in the draft approval and vesting order.	0.7	335.00	234.50
06/04/24	Woods, Seumas	Reviewing demand letter from claimant regarding Antamex equipment; discussions with C. McIntyre about situation.	1.3	1,335.00	1,735.50
06/05/24	Earon, Beth	Discussion with L. Rogers and revising draft purchase agreement further to comments from L. Rogers; email to client.	0.3	900.00	270.00



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 Date: July 31, 2024  
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
06/05/24	McIntyre, Caitlin	Reviewing affidavit of J. Dickers; reviewing materials relating to US property and correspondence with R. Williams regarding same.	0.8	870.00	696.00
06/05/24	Rogers, Linc	Reviewing and commenting on draft purchase agreement for Alliston property; related discussion with B. Earon.	0.4	1,260.00	504.00
06/06/24	Earon, Beth	Reviewing correspondence from client.	0.1	900.00	90.00
06/06/24	McIntyre, Caitlin	Correspondence with R. Williams regarding surety inquiries; drafting email to D. Bamborough.	0.6	870.00	522.00
06/06/24	Rogers, Linc	Email correspondence regarding questions posed by counsel to sureties; email correspondence regarding draft purchase agreement for Alliston property.	0.4	1,260.00	504.00
06/06/24	Treffry, Ngina	Communicating with C. Rodrigues regarding the [REDACTED].	0.1	335.00	33.50
06/07/24	McIntyre, Caitlin	Reviewing and commenting on draft APS.	0.6	870.00	522.00
06/07/24	Rogers, Linc	Email correspondence regarding sale of Alliston property and related discussion with R. Williams.	0.3	1,260.00	378.00
06/10/24	Earon, Beth	Reviewing and marking up draft LOI; emails to and from C. McIntyre.	0.4	900.00	360.00
06/10/24	McIntyre, Caitlin	Reviewing and commenting on template LOI.	0.6	870.00	522.00
06/10/24	Rogers, Linc	Email correspondence regarding Alliston sale; discussion with R. Williams regarding same.	0.3	1,260.00	378.00
06/11/24	McIntyre, Caitlin	Reviewing draft LOI.	0.1	870.00	87.00
06/12/24	McIntyre, Caitlin	Call with M. Stephenson; correspondence with sureties; correspondence with R. Williams regarding access to relativity.	0.5	870.00	435.00
06/12/24	Rogers, Linc	Discussion with C. McIntyre regarding sale of Alliston property; related email correspondence.	0.4	1,260.00	504.00
06/13/24	McIntyre, Caitlin	Call with D. Bamborough, M. Borgo and L. Rogers; reviewing surety agreements.	0.9	870.00	783.00
06/13/24	Rogers, Linc	Discussion with surety counsel and C. McIntyre regarding [REDACTED].	0.5	1,260.00	630.00



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 Date: July 31, 2024  
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
06/14/24	McIntyre, Caitlin	Email correspondence with Receiver regarding surety requests; reviewing and considering response to J. Dicker; call with L. Rogers.	1.9	870.00	1,653.00
06/14/24	Rogers, Linc	Email correspondence regarding Alliston property; reviewing and commenting on draft LOI; discussing same with C. McIntyre; discussing same with P. Reynolds; email correspondence regarding surety related matters; email correspondence regarding [REDACTED].	1.1	1,260.00	1,386.00
06/17/24	McIntyre, Caitlin	Reviewing and revising draft LOI and APS.	1.4	870.00	1,218.00
06/17/24	Rogers, Linc	Discussion with P. Reynolds regarding sale of Alliston property; discussion with C. McIntyre regarding same; commenting on draft template sale agreement and letter of intent.	0.6	1,260.00	756.00
06/18/24	McIntyre, Caitlin	Attending to matters related to Walsh and 19 Duncan.	1.0	870.00	870.00
06/19/24	McIntyre, Caitlin	Reviewing documents in relativity; email correspondence regarding surety requests.	0.7	870.00	609.00
06/20/24	McIntyre, Caitlin	Call with D. Nyman; developing list of search terms; reviewing documents in relativity.	3.5	870.00	3,045.00
06/20/24	Rogers, Linc	Discussion with [REDACTED] regarding [REDACTED]; status discussion with R. Williams; status discussion with P. Reynolds; discussions with C. McIntyre; related email correspondence throughout the day.	1.9	1,260.00	2,394.00
06/21/24	McIntyre, Caitlin	Email correspondence with D. Nyman regarding document review; reviewing Walsh indemnity revisions; drafting letter to sureties regarding payment; email correspondence with S. Woods.	2.2	870.00	1,914.00
06/21/24	Nyman, Daniel	Attending meeting with C. McIntyre to discuss and advise on review process for identifying documents in database relevant to responding to May 6th letter from counsel for GEN; preparing search term reports in Relativity database to identify documents for review; preparing review workflow in Relativity database; email correspondence with S. Woods.	2.3	490.00	1,127.00
06/21/24	Rogers, Linc	Reviewing draft letter to sureties; related discussion with C. McIntyre; email	0.6	1,260.00	756.00



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 Date: July 31, 2024  
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		correspondence with Deutsche regarding [REDACTED] equipment.			
06/21/24	Woods, Seumas	Emails from C. McIntyre and D. Nyman about results of initial sorting of documents.	0.4	1,335.00	534.00
06/24/24	Earon, Beth	Reviewing executed letter of intent and C. McIntyre comments on purchase agreement; revising purchase agreement accordingly; emails to and from and call with C. McIntyre in connection with [REDACTED]; further revising purchase agreement; email to C. McIntyre circulating final draft.	1.1	900.00	990.00
06/24/24	McIntyre, Caitlin	Reviewing documents in relativity data room.	2.6	870.00	2,262.00
06/24/24	Nyman, Daniel	Preparing review workflow in Relativity database; advising inSource review team on issues pertaining to document review and workflow; advising Deloitte on Relativity database functionality for inSource review team.	1.3	490.00	637.00
06/24/24	Rogers, Linc	Email correspondence regarding Alliston property sale.	0.3	1,260.00	378.00
06/25/24	McIntyre, Caitlin	Communicating with lien claimants; drafting response to J. Dicker.	1.5	870.00	1,305.00
06/25/24	Nyman, Daniel	Attending meeting with C. McIntyre and inSource review team to discuss and advise on status of review process for identifying documents in database relevant to responding to May 6th letter from counsel for GEN; reviewing interim notes on inSource review finding and advising inSource team on next steps.	1.6	490.00	784.00
06/26/24	McIntyre, Caitlin	Considering request from Stuart Olson; considering response to Toromont lien claimant; reviewing email from P. Reynolds; related discussion with L. Rogers.	1.6	870.00	1,392.00
06/26/24	Nyman, Daniel	Advising inSource team on review process and issues pertaining to document responsiveness to investigation.	0.8	490.00	392.00
06/26/24	Rogers, Linc	Discussion and email with C. McIntyre regarding Toromont claim, Stuart Olsen claim and related matters.	0.4	1,260.00	504.00
06/27/24	McIntyre, Caitlin	Reviewing results of document review; call with A. Iqbal; call with US claimant.	1.1	870.00	957.00



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 Date: July 31, 2024  
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
06/27/24	Nyman, Daniel	Advising inSource team on documents review investigation process; reviewing and revising final draft of memorandum outlining findings of documents review investigation.	1.7	490.00	833.00
06/27/24	Rogers, Linc	Email correspondence regarding various litigation claim matters.	0.3	1,260.00	378.00
06/27/24	Thompson, Nancy	Reviewing email message from C. McIntyre regarding updates to the Service List; revising Service List according; email message to C. McIntyre forwarding updated Service List for forwarding and posting to the case website.	0.8	525.00	420.00
06/28/24	McIntyre, Caitlin	Call with P. Reynolds and L. Rogers; reviewing results of [REDACTED] and drafting summary email regarding same.	4.8	870.00	4,176.00
06/28/24	Rogers, Linc	Conference call with C. McIntyre and P. Reynolds regarding issues in connection with [REDACTED]; email correspondence regarding US equipment; email correspondence regarding litigation matters.	0.8	1,260.00	1,008.00
06/29/24	Earon, Beth	Reviewing buyer's revised draft of purchase agreement and commenting on same; email to L. Rogers and C. McIntyre.	0.8	900.00	720.00
06/29/24	Rogers, Linc	Email correspondence regarding Alliston property APS.	0.2	1,260.00	252.00
	Blakes inSource	Document review by Blakes inSource.			12,896.00
<b>Total Fees for this Matter</b>					<b>\$ 66,161.00</b>

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
D'Alimonte, Silvana	SMDA	0.6	1,250.00	750.00
Earon, Beth	EEA	8.8	900.00	7,920.00
McIntyre, Caitlin	CAI	29.9	870.00	26,013.00
Nyman, Daniel	DNY	7.7	490.00	3,773.00
Rogers, Linc	LCR	9.3	1,260.00	11,718.00
Thompson, Nancy	NAB	0.8	525.00	420.00
Treffry, Ngina	NGI	0.8	335.00	268.00
Woods, Seumas	RSMW	1.8	1,335.00	2,403.00
inSource Staff Lawyer(s)		40.3	320.00	12,896.00





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Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Total		100.0		\$ 66,161.00

**Taxable Disbursement(s)**

Search Fees\$ 3.00

\$ 3.00

Harmonized Sales Tax (13.0%)

8,601.32

Total Due for this Matter in Canadian Currency

\$ 74,765.32 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

August 20, 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:

2463582  
 Rogers, Linc  
 R119396778  
 00038358  
 000106

### Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED  
 during the period ended July 31, 2024, as follows:

	<b>Total Fees</b>	<b>\$ 46,836.50</b>
<b><u>Taxable Disbursement(s)</u></b>		
Profile Report - Online	\$ 15.55	
		<b>\$ 15.55</b>
<b><u>Non-taxable Disbursement(s)</u></b>		
Government Fees	\$ 8.00	
		<b>\$ 8.00</b>
	<b>Harmonized Sales Tax (13.0%)</b>	<b>6,090.77</b>
	<b>TOTAL DUE IN CANADIAN CURRENCY</b>	<b>\$ 52,950.82 CAD</b>



Invoice: 2463582  
 Date: August 20, 2024  
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**Re: Receivership of Antamex Industries ULC (000106)**

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
07/01/24	McIntyre, Caitlin	Correspondence with D. Bamborough and M. Borgo regarding Antamex records.	0.2	870.00	174.00
07/02/24	Earon, Beth	Reviewing broker changes to letter of intent against draft submitted by purchaser; reviewing form of letter of intent initially commented on; marking up letter of intent; email to C. McIntyre.	1.1	900.00	990.00
07/02/24	McIntyre, Caitlin	Reviewing and commenting on LOI; correspondence with W. Leung; correspondence with N. Thompson regarding sealing.	0.9	870.00	783.00
07/02/24	Rogers, Linc	Email correspondence regarding sale of Alliston property and related document review.	0.4	1,260.00	504.00
07/02/24	Thompson, Nancy	Reviewing Order dated May 22, 2024 and noting dates by which sealed materials need to be made public; email message to C. McIntyre regarding same.	0.6	525.00	315.00
07/03/24	Earon, Beth	Reviewing correspondence from broker in connection with comments on letter of intent; voice message to broker; conference call with client and broker; discussion with C. McIntyre in connection with offer; revising offer further to conference call; requesting search against potential buyer; preparing draft purchase agreement for potential [REDACTED] buyer; marking up OREA form and discussing same with [REDACTED].	2.6	900.00	2,340.00
07/03/24	McIntyre, Caitlin	Call with CBRE; call with W. Leung and considering inquiry in relation thereto.	1.1	870.00	957.00
07/03/24	Rogers, Linc	Email correspondence regarding sale of Alliston property.	0.2	1,260.00	252.00
07/04/24	McIntyre, Caitlin	Correspondence with surety counsel regarding bond premiums.	0.2	870.00	174.00
07/04/24	Rogers, Linc	Email correspondence regarding real estate matters and outstanding surety matters.	0.3	1,260.00	378.00
07/05/24	McIntyre, Caitlin	Drafting response letter to sureties regarding [REDACTED]; correspondence with A. Iqbal regarding Stuart Olson claim; correspondence with P. Reynolds.	3.4	870.00	2,958.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
07/05/24	Rogers, Linc	Email correspondence regarding Stuart Olsen claim.	0.1	1,260.00	126.00
07/05/24	Rotstein, Adam	Conducting legal research on the status of the law and legislation surrounding [REDACTED].	2.3	360.00	828.00
07/08/24	McIntyre, Caitlin	Drafting reply letter to sureties regarding [REDACTED]; reviewing research from A. Rotstein and discussing preparing of memo with same.	1.7	870.00	1,479.00
07/08/24	Rogers, Linc	Reviewing and commenting on draft letter to sureties; related email correspondence regarding return of laptop and related matters.	0.9	1,260.00	1,134.00
07/09/24	McIntyre, Caitlin	Email correspondence regarding J. Dicker; revising response letter to sureties; considering issues related to [REDACTED].	0.8	870.00	696.00
07/09/24	Rogers, Linc	Reviewing and commenting on draft letter to sureties; status discussion with P. Reynolds; discussion with C. McIntyre.	0.8	1,260.00	1,008.00
07/10/24	Bazarkewich, Shavone	Discussion with C. McIntyre; considering [REDACTED].	0.5	1,000.00	500.00
07/10/24	Earon, Beth	Reviewing and marking up letter of intent; reviewing comments from C. McIntyre and responding to same.	0.4	900.00	360.00
07/10/24	McIntyre, Caitlin	Revising letter to sureties and correspondence regarding same; correspondence with S. Bazarkewich regarding [REDACTED].	2.3	870.00	2,001.00
07/10/24	Rogers, Linc	Email correspondence regarding issues related to sureties; status discussion with C. McIntyre regarding same; email correspondence regarding sale of Alliston property.	0.7	1,260.00	882.00
07/10/24	Woods, Seumas	Reviewing documents in preparation for client call.	0.6	1,335.00	801.00
07/11/24	Fan, Tony	Attending meeting with Blakes team and conducting research on [REDACTED].	1.7	360.00	612.00
07/11/24	McIntyre, Caitlin	Call with P. Reynolds, S. Woods and L. Rogers to discuss results of investigation into [REDACTED]; reviewing and commenting on [REDACTED].	4.4	870.00	3,828.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		draft memo prepared by A. Rotstein; revising letter to sureties and email correspondence regarding same.			
07/11/24	Rogers, Linc	Attending conference call to discuss response to GEN letter; email correspondence regarding letter to sureties.	0.8	1,260.00	1,008.00
07/11/24	Woods, Seumas	Discussions with C. McIntyre about documents review; Teams call with Blakes team and client to discuss response to GEN letter and [REDACTED].	0.6	1,335.00	801.00
07/12/24	Bazarkewich, Shavone	Reviewing [REDACTED]; corresponding with C. McIntyre regarding same.	1.1	1,000.00	1,100.00
07/12/24	McIntyre, Caitlin	Revising letter to sureties and correspondence regarding same; correspondence with S. Barzarkewich regarding [REDACTED]; revising memo on [REDACTED].	2.4	870.00	2,088.00
07/12/24	Rogers, Linc	Email correspondence with C. McIntyre regarding surety letter and related document review; email correspondence regarding sale of Antamex property.	0.4	1,260.00	504.00
07/14/24	McIntyre, Caitlin	Email correspondence with G. Berardi regarding [REDACTED].	0.2	870.00	174.00
07/15/24	Earon, Beth	Drafting real property purchase agreement; emails to and from C. McIntyre; emails to and from client.	0.7	900.00	630.00
07/15/24	McIntyre, Caitlin	Reviewing and commenting on memo regarding [REDACTED].	0.8	870.00	696.00
07/15/24	Rogers, Linc	Email correspondence regarding sale of Alliston property.	0.1	1,260.00	126.00
07/18/24	Earon, Beth	Emails to and from buyer's counsel; email to client.	0.2	900.00	180.00
07/19/24	Earon, Beth	Telephone call with buyer's counsel on purchase agreement; emails to and from buyer's counsel; email to client.	0.6	900.00	540.00
07/19/24	Rogers, Linc	Reviewing response letter to sureties regarding [REDACTED]; email correspondence regarding real property sale; discussion with T. Moss regarding US based litigation matters.	0.6	1,260.00	756.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
07/21/24	McIntyre, Caitlin	Email correspondence regarding letter from sureties.	0.2	870.00	174.00
07/21/24	Rogers, Linc	Email correspondence regarding US litigation matters.	0.1	1,260.00	126.00
07/22/24	Earon, Beth	Emails to and from buyer's counsel; email to client.	0.2	900.00	180.00
07/22/24	McIntyre, Caitlin	Revising factum.	0.8	870.00	696.00
07/22/24	Rogers, Linc	Email correspondence regarding US litigation; email correspondence regarding surety matters.	0.3	1,260.00	378.00
07/23/24	Earon, Beth	Reviewing buyer's comments on schedule to purchase agreement; reviewing correspondence from C. McIntyre; emails to and from client; email to buyer's counsel.	0.5	900.00	450.00
07/23/24	McIntyre, Caitlin	Reviewing purchase agreement; correspondence regarding [REDACTED].	0.6	870.00	522.00
07/23/24	Rogers, Linc	Email correspondence regarding US litigation; email correspondence regarding real property sale.	0.3	1,260.00	378.00
07/23/24	Thompson, Nancy	Reviewing email message from C. McIntyre and confirming party included in the service list.	0.1	525.00	52.50
07/24/24	McIntyre, Caitlin	Revising memo on lien claims; correspondence with [REDACTED].	1.6	870.00	1,392.00
07/24/24	Rogers, Linc	Email correspondence regarding real property sale and surety matters.	0.5	1,260.00	630.00
07/25/24	McIntyre, Caitlin	Revising memo on [REDACTED]; correspondence with court regarding booking time for a hearing; drafting letter to [REDACTED].	4.9	870.00	4,263.00
07/26/24	McIntyre, Caitlin	Drafting memo on [REDACTED].	0.2	870.00	174.00
07/29/24	McIntyre, Caitlin	Email correspondence with counsel to EDC regarding court availability; email correspondence with N. Thompson regarding unsealing exhibits.	0.5	870.00	435.00
07/29/24	Thompson, Nancy	Reviewing messages from C. McIntyre regarding the Sealing Order and timing to unseal certain materials; revising the motion	0.4	525.00	210.00



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 Date: August 20, 2024  
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		record to include Confidential Appendix A; email message to C. McIntyre regarding same.			
07/30/24	Earon, Beth	Call with buyer's counsel.	0.4	900.00	360.00
07/30/24	McIntyre, Caitlin	Drafting memo on [REDACTED]; call with L. Rogers and S. Woods regarding [REDACTED].	1.4	870.00	1,218.00
07/30/24	Rogers, Linc	Conference call with C. McIntyre and S. Woods regarding [REDACTED]; related email correspondence.	0.8	1,260.00	1,008.00
07/30/24	Thompson, Nancy	Email message to the Commercial List office forwarding the revised Motion Record and requesting the revised version with the Confidential Appendix A included to be inserted in the court file.	0.3	525.00	157.50
07/30/24	Treffry, Ngina	Speaking with B. Earon regarding the permitted encumbrances in the purchase agreement; reviewing the standard clauses used in a receivership and providing the information to B Earon.	0.2	335.00	67.00
07/30/24	Woods, Seumas	Reviewing draft letter to R. Spurgeon; Teams call with L. Rogers and C. McIntyre to discuss same.	0.7	1,335.00	934.50
07/31/24	McIntyre, Caitlin	Call with L. Rogers and P. Reynolds.	0.4	870.00	348.00
<b>Total Fees for this Matter</b>					<b>\$ 46,836.50</b>

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Bazarkewich, Shavone	SVH	1.6	1,000.00	1,600.00
Earon, Beth	EEA	6.7	900.00	6,030.00
Fan, Tony	TFAN	1.7	360.00	612.00
McIntyre, Caitlin	CAI	29.0	870.00	25,230.00
Rogers, Linc	LCR	7.3	1,260.00	9,198.00
Rotstein, Adam	ROT	2.3	360.00	828.00
Thompson, Nancy	NAB	1.4	525.00	735.00
Treffry, Ngina	NGI	0.2	335.00	67.00
Woods, Seumas	RSMW	1.9	1,335.00	2,536.50



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Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Total		52.1		\$ 46,836.50

<b>Taxable Disbursement(s)</b>			
Profile Report - Online	\$ 15.55		
			\$ 15.55
<b>Non-taxable Disbursement(s)</b>			
Government Fees	\$ 8.00		
			\$ 8.00
	<b>Harmonized Sales Tax (13.0%)</b>		6,090.77
<b>Total Due for this Matter in Canadian Currency</b>			<b>\$ 52,950.82 CAD</b>





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

September 23, 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:

2470036  
Rogers, Linc  
R119396778  
00038358  
000106

### Re: Receivership of Antamex Industries ULC

FOR PROFESSIONAL SERVICES RENDERED  
during the period ended August 31, 2024, as follows:

<b>Total Fees</b>	\$ 40,539.50
<b>Harmonized Sales Tax (13.0%)</b>	5,270.14
<b>TOTAL DUE IN CANADIAN CURRENCY</b>	<b>\$ 45,809.64 CAD</b>

*JD*



Invoice: 2470036  
 Date: September 23, 2024  
 Page: 2

**Re: Receivership of Antamex Industries ULC (000106)**

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
08/01/24	McIntyre, Caitlin	Attending to unsealing of exhibits to Receiver's First Report; coordinating court attendance; drafting memo on [REDACTED].	2.6	870.00	2,262.00
08/01/24	Thompson, Nancy	Reviewing email messages regarding available court dates; drafting request form and email message to C. McIntyre forwarding same for review; revising request form to incorporate comments from C. McIntyre; email message to C. McIntyre forwarding revised request form.	0.7	525.00	367.50
08/02/24	McIntyre, Caitlin	Drafting [REDACTED] memo; correspondence regarding scheduling attendance.	0.8	870.00	696.00
08/02/24	Thompson, Nancy	Reviewing email messages from and to C. McIntyre regarding scheduling matter; finalizing request form for August 19 case conference and email message to the Commercial List office forwarding same; circulating appointment for August 19 case conference.	0.4	525.00	210.00
08/05/24	Earon, Beth	Email to real estate buyer's counsel on outstanding issues.	0.1	900.00	90.00
08/06/24	Earon, Beth	Telephone call with buyer's counsel; considering [REDACTED]; emails to [REDACTED] and from client; instructing N. Treffry on [REDACTED]; email to buyer's counsel; reviewing caselaw relative to [REDACTED].	1.9	900.00	1,710.00
08/06/24	McIntyre, Caitlin	Drafting letter to GEN; email correspondence and call with P. Reynolds regarding [REDACTED]; revising letter to R. Spurgeon; email correspondence with [REDACTED].	2.1	870.00	1,827.00
08/06/24	Rogers, Linc	Discussion with P. Reynolds and C. McIntyre regarding Antamex litigation and related matters.	0.5	1,260.00	630.00
08/06/24	Treffry, Ngina	Communicating with B. Earon regarding the language for [REDACTED]; conducting the [REDACTED] search.	0.3	335.00	100.50



Invoice: 2470036  
 Date: September 23, 2024  
 Page: 3

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
08/07/24	McIntyre, Caitlin	Revising and finalizing letter to R. Spurgeon; drafting [REDACTED] memo; email correspondence with M. Stephenson regarding scheduling conference.	1.2	870.00	1,044.00
08/07/24	Thompson, Nancy	Reviewing message from C. McIntyre and forwarding August 19 appointment to requested parties.	0.1	525.00	52.50
08/07/24	Woods, Seumas	Email from C. McIntyre with additional R. Spurgeon email.	0.2	1,335.00	267.00
08/08/24	McIntyre, Caitlin	Finalizing letter to R. Spurgeon; email correspondence with [REDACTED]; revising [REDACTED] memo.	1.9	870.00	1,653.00
08/08/24	Rogers, Linc	Email correspondence regarding laptop.	0.3	1,260.00	378.00
08/09/24	Earon, Beth	Revising draft purchase agreement; considering permitted encumbrance schedule to AVO; drafting correspondence to C. McIntyre and to N. Treffry in connection with [REDACTED].	0.9	900.00	810.00
08/09/24	McIntyre, Caitlin	Considering response to GEN and email communications with T. Moss regarding same; email correspondence with [REDACTED].	3.3	870.00	2,871.00
08/09/24	Rogers, Linc	Email correspondence regarding laptop issue; discussion with C. McIntyre regarding response to GEN.	0.5	1,260.00	630.00
08/12/24	Earon, Beth	Emails to and from buyer's counsel; emails to and from client's broker; discussion in connection with schedule to form of AVO; revising and [REDACTED]; circulating final form of purchase agreement.	1.1	900.00	990.00
08/12/24	McIntyre, Caitlin	Call with S. Woods; reviewing inquiry from M. Hong and email correspondence with S. Barkowich regarding same; revising memo on [REDACTED]; drafting response letter to GEN.	2.0	870.00	1,740.00
08/12/24	Treffry, Ngina	Reviewing language to be incorporated into the purchase agreement and vesting order regarding [REDACTED] and reporting to B. Earon regarding same.	0.2	335.00	67.00
08/12/24	Woods, Seumas	Reviewing draft memo from C. McIntyre about [REDACTED]; discussions with C. McIntyre about draft memo.	0.5	1,335.00	667.50



Invoice: 2470036  
 Date: September 23, 2024  
 Page: 4

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
08/13/24	Balkos, Elena	Reviewing email regarding [REDACTED]; reviewing [REDACTED]; considering [REDACTED] implications and drafting reply email.	1.0	1,200.00	1,200.00
08/13/24	Earon, Beth	Finalizing purchase agreement; telephone call with client; emails to and from buyer's counsel.	0.5	900.00	450.00
08/13/24	McIntyre, Caitlin	Email correspondence with E. Balkos regarding [REDACTED]; drafting Aide Memoire.	1.0	870.00	870.00
08/13/24	Rogers, Linc	Email correspondence regarding lap top issue.	0.2	1,260.00	252.00
08/13/24	Woods, Seumas	Reading law; discussions with C. McIntyre regarding draft memo to client on the [REDACTED].	0.5	1,335.00	667.50
08/14/24	McIntyre, Caitlin	Drafting Aide Memoire; email correspondence regarding [REDACTED] and [REDACTED] matters.	0.4	870.00	348.00
08/14/24	Rogers, Linc	Email correspondence regarding Aide Memoire; email correspondence regarding US litigation matters; status discussion with C. McIntyre.	0.7	1,260.00	882.00
08/15/24	McIntyre, Caitlin	Finalizing Aide Memoire; revising memorandum on [REDACTED].	2.5	870.00	2,175.00
08/15/24	Rogers, Linc	Email correspondence regarding Aide Memoire and related litigation issues with the sureties.	0.3	1,260.00	378.00
08/15/24	Thompson, Nancy	Reviewing messages from C. McIntyre and draft aide memoire; adding backpage and revising same.	0.3	525.00	157.50
08/15/24	Woods, Seumas	Commenting on draft memo regarding [REDACTED].	0.2	1,335.00	267.00
08/16/24	McIntyre, Caitlin	Finalizing memo on [REDACTED]; email correspondence with R. Spurgeon.	0.6	870.00	522.00
08/16/24	Rogers, Linc	Reviewing and commenting on memo on [REDACTED].	0.5	1,260.00	630.00
08/17/24	McIntyre, Caitlin	Reviewing response from R. Spurgeon.	0.5	870.00	435.00
08/19/24	McIntyre, Caitlin	Preparing for and attending scheduling hearing; email correspondence regarding approval and vesting order; email correspondence regarding US property.	1.8	870.00	1,566.00
08/19/24	Rogers, Linc	Preparing for and attending scheduling	0.5	1,260.00	630.00



Invoice: 2470036  
 Date: September 23, 2024  
 Page: 5

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		conference for motion with sureties; related email correspondence regarding real property sale.			
08/20/24	Earon, Beth	Emails to and from client; updating purchase agreement.	0.3	900.00	270.00
08/20/24	McIntyre, Caitlin	Email correspondence with client regarding [REDACTED].	0.2	870.00	174.00
08/21/24	McIntyre, Caitlin	Email correspondence regarding [REDACTED] materials; email correspondence regarding court time for approval and vesting order; preparing response to GEN.	1.6	870.00	1,392.00
08/22/24	McIntyre, Caitlin	Call with P. Reynolds, L. Rogers and R. Williams; email correspondence with T. Moss; email correspondence regarding [REDACTED] and [REDACTED] litigation.	1.9	870.00	1,653.00
08/22/24	Rogers, Linc	Preparing for and attending conference call to discuss surety matters and matters concerns GEN.	1.5	1,260.00	1,890.00
08/22/24	Welch, Anna	Preparing for and initiating research regarding [REDACTED].	1.8	395.00	711.00
08/23/24	Welch, Anna	Researching [REDACTED].	3.3	395.00	1,303.50
08/26/24	McIntyre, Caitlin	Email correspondence with P. Reynolds regarding [REDACTED].	0.2	870.00	174.00
08/28/24	McIntyre, Caitlin	Call with P. Reynolds and L. Rogers.	0.3	870.00	261.00
08/28/24	Rogers, Linc	Discussion with P. Reynolds, R. Williams and C. McIntyre regarding US litigation matters.	0.5	1,260.00	630.00
08/29/24	McIntyre, Caitlin	Email correspondence with [REDACTED].	0.1	870.00	87.00
08/30/24	Welch, Anna	Synthesizing research regarding [REDACTED]; communicating same to C. McIntyre.	3.8	395.00	1,501.00
<b>Total Fees for this Matter</b>					<b>\$ 40,539.50</b>

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Balkos, Elena	EJB	1.0	1,200.00	1,200.00
Earon, Beth	EEA	4.8	900.00	4,320.00
McIntyre, Caitlin	CAI	25.0	870.00	21,750.00



Invoice: 2470036  
Date: September 23, 2024  
Page: 6

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Rogers, Linc	LCR	5.5	1,260.00	6,930.00
Thompson, Nancy	NAB	1.5	525.00	787.50
Treffry, Ngina	NGI	0.5	335.00	167.50
Welch, Anna	WEL	8.9	395.00	3,515.50
Woods, Seumas	RSMW	1.4	1,335.00	1,869.00
Total		48.6		\$ 40,539.50

Harmonized Sales Tax (13.0%)5,270.14

Total Due for this Matter in Canadian Currency\$ 45,809.64 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 28, 2024

Deloitte Restructuring Inc.  
 Bay Adelaide East  
 8 Adelaide Street West  
 Suite 200  
 Toronto, ON M5H 0A9  
 Canada

Attention: Richard Williams

Invoice:  
 Billing Lawyer  
 HST/GST No.:  
 Client:  
 Matter:

2437390  
 Rogers, Linc  
 R119396778  
 00038358  
 000107

### Re: Receivership of Antamex Industries ULC - U.S. Matters

FOR PROFESSIONAL SERVICES RENDERED  
 during the period ended March 12, 2024, as follows:

<b>Total Fees</b>	\$ 5,286.00
<b>Harmonized Sales Tax (13.0%)</b>	687.18
<b>TOTAL DUE IN CANADIAN CURRENCY</b>	<b>\$ 5,973.18 CAD</b>



Invoice: 2437390  
 Date: March 28, 2024  
 Page: 2

**Re: Receivership of Antamex Industries ULC - U.S. Matters (000107)**

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/05/24	McIntyre, Caitlin	Email correspondence with US landlord.	0.2	870.00	174.00
03/06/24	McIntyre, Caitlin	Preparing for attending call with US landlord and counsel.	0.6	870.00	522.00
03/06/24	Rogers, Linc	Preparing for and attending conference call with landlord.	0.8	1,260.00	1,008.00
03/08/24	McIntyre, Caitlin	Call with Deloitte and US counsel; email correspondence with US counsel.	0.4	870.00	348.00
03/08/24	Rogers, Linc	Attending conference call with US counsel and Deloitte team.	0.4	1,260.00	504.00
03/11/24	McIntyre, Caitlin	Reviewing and analyzing correspondence with US landlord; email correspondence with US counsel.	0.9	870.00	783.00
03/11/24	Rogers, Linc	Email correspondence with US landlord; email correspondence with US counsel.	0.7	1,260.00	882.00
<b>Total Fees for this Matter</b>					<b>\$ 5,286.00</b>

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
McIntyre, Caitlin	CAI	2.6	870.00	2,262.00
Rogers, Linc	LCR	2.4	1,260.00	3,024.00
<b>Total</b>		<b>5.0</b>		<b>\$ 5,286.00</b>

**Harmonized Sales Tax (13.0%)**

687.18

**Total Due for this Matter in Canadian Currency**

**\$ 5,973.18 CAD**



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

Affidavit of Linc Rogers

sworn before me by video conference  
this 25<sup>th</sup> day of September, 2024



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A Commissioner, etc.

Caitlin McIntyre, LSO #72306r

**EXHIBIT “B”**

<b>Name of Lawyer</b>	<b>Practice Group</b>	<b>Year of Call</b>	<b>Hourly Rate</b>	<b>Total Hours</b>
Balkos, Elena <i>Counsel</i>	Tax (Toronto)	2007	\$1,200	1.0
Bazarkewich, Shavone <i>Partner</i>	Tax (Toronto)	2016	\$1,000	1.6
Burr, Chris <i>Partner</i>	Restructuring & Insolvency (Toronto)	2008	\$1,000	0.4
Chan, Catherine <i>Corporate Records Clerk</i>	Corporate Services (Vancouver)	N/A	\$235	0.1
Chomeyko, Roman <i>Summer Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$360	3.4
Cukierman, Daryl <i>Partner</i>	Employment & Labour (Toronto)	2006	\$840	1.4
D’Alimonte, Silvana <i>Partner</i>	Commercial Real Estate (Toronto)	1991	\$1,250	0.6
Earon, Beth <i>Counsel</i>	Commercial Real Estate (Toronto)	2010	\$900	22.1
Esene, Lillian <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$395	18.9
Fan, Tony <i>Summer Student</i>	Tax (Toronto)	N/A	\$360	1.7
Halpern, Zvi <i>Partner</i>	Tax (Toronto)	2010	\$1,200	0.2
Keliher, Christopher <i>Associate</i>	Restructuring & Insolvency (Calgary)	2023	\$685	8.1
Kelley, Leah <i>Associate</i>	Litigation & Dispute Resolution (Toronto)	2023	\$670	1.7
Loberto, Daniel <i>Associate</i>	Restructuring & Insolvency (Toronto)	2020	\$800	9.1
McIntyre, Caitlin <i>Associate</i>	Restructuring & Insolvency (Toronto)	2017	\$870	303.1
Nyman, Daniel <i>Counsel</i>	InSource (Toronto)	2012	\$490	7.7

<b>Name of Lawyer</b>	<b>Practice Group</b>	<b>Year of Call</b>	<b>Hourly Rate</b>	<b>Total Hours</b>
Pagayon, Rebecca <i>Legal Support Services</i>	Litigation & Dispute Resolution (Vancouver)	N/A	\$165	0.1
Rogers, Linc <i>Partner</i>	Restructuring & Insolvency (Toronto)	2000	\$1,260	173.5
Rotstein, Adam <i>Summer Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$360	2.3
Samara, Naya <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$395	2.1
Thompson, Nancy <i>Law Clerk</i>	Restructuring & Insolvency (Toronto)	N/A	\$525	27.4
Treffry, Ngina <i>Law Clerk</i>	Commercial Real Estate (Toronto)	N/A	\$335	3.8
Welch, Anna <i>Articling Student</i>	Restructuring & Insolvency (Toronto)	N/A	\$395	8.9
Woods, Seumas <i>Partner</i>	Litigation & Dispute Resolution (Toronto)	1989	\$1,335	11.9
York, Andrea <i>Partner</i>	Employment & Labour (Toronto)	1998	\$945	1.4
InSource Staff Lawyer(s)	InSource	N/A	\$320	40.3

Total Fees Billed:	\$585,681.50
Total Hours:	652.8
Average Hourly Rate:	\$897.18

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

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 LINC ROGERS**  
**Sworn September 25, 2024**

**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 TINA MOSS**

I, **Tina Moss**, of the City of Randolph, in the State of New Jersey, MAKE OATH  
AND SAY:

1. I am a Partner at the law firm of Perkins Coie LLP ("**Perkins Coie**"), 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 Perkins Coie to advise it with regards to the matters related to its appointment and the performance of its duties and powers.

5. The fees and disbursements of Perkins Coie for the period from March 8, 2024 to August 31, 2024 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.

6. As set out in the summary included at Exhibit "A", Perkins Coie expended a total of 328.9 hours at an average hourly rate of US\$938.81.

7. 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.

8. The total amount being claimed for the work performed by Perkins Coie for the period from March 8, 2024 to August 31, 2024 is US\$311,224.67, including US\$308,728.80 for fees (after allowance of a 20% discount) and US\$2,495.87 for disbursements.

9. 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 City of New York, in the  
State of New York, before me at the City of  
Burlington, in the Regional Municipality of  
Halton, on **September 25, 2024**, 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 25<sup>th</sup> day of September, 2024



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A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

**SUMMARY OF INVOICES OF PERKINS COIE**  
**(Period from March 8, 2024 to August 31, 2024)**

**154477.0002 / Antamex Industries ULC Receivership**

<b>Period Ending</b>	<b>Fees</b>	<b>20% Discount</b>	<b>Fees Reduced</b>	<b>Disbursements</b>	<b>Total</b>	<b>Hours</b>
March 31, 2024	\$125,409.50	(\$25,081.90)	\$100,327.60	\$2,457.20	\$102,784.80	107.20
April 30, 2024	\$188,150.50	(\$37,630.10)	\$150,520.40	\$38.67	\$150,559.07	165.90
May 31, 2024	\$55,574.00	(\$11,114.80)	\$44,459.20	\$0.00	\$44,459.20	42.80
June 30, 2024	\$3,627.50	(\$725.50)	\$2,902.00	\$0.00	\$2,902.00	2.50
July 31, 2024	\$4,920.00	(\$984.00)	\$3,936.00	\$0.00	\$3,936.00	3.20
August 31, 2024	\$8,229.50	(\$1,645.90)	\$6,583.60	\$0.00	\$6,583.60	7.25
<b>Totals:</b>	\$385,911.00	(\$77,182.20)	<b>\$308,728.80</b>	<b>\$2,495.87</b>	<b>\$311,224.67</b>	328.9

**Average Hourly Rate: \$938.81**

\* All amounts are in USD

1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Phone: 206.359.8000

Email: [clientacct@perkinscoie.com](mailto:clientacct@perkinscoie.com)  
Accounting: 206.359.3143  
Fax: 206.359.9000

Deloitte Restructuring Inc.  
Attn: Richard Williams  
EMAIL INVOICES TO: [richwilliams@deloitte.ca](mailto:richwilliams@deloitte.ca)  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
ONTARIO  
CANADA

Invoice No. 7012778  
Matter No. 154477.0002  
Bill Date April 16, 2024  
Due Date Due Upon Receipt

## INVOICE SUMMARY

**Re: 154477.0002 / Antamex Industries ULC Receivership**

For Professional Services rendered through March 31, 2024

Services	\$125,409.50
Less (20.00)% Discount	(\$25,081.90)
Total Services	<u>\$100,327.60</u>
Disbursements and Other Services	<u>\$2,457.20</u>
<b>Total Invoice Amount</b>	<b>\$102,784.80</b>

*INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE*

## REMITTANCE INSTRUCTIONS

Payment Due in US Currency  
Tax Identification Number.: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7012778

<b>CHECKS:</b> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<b>ACH / WIRE TRANSFERS IN USD:</b> 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 Policy. We collect or receive information in the ordinary course of providing legal services to you, including personal information. For more information about how we collect, use, and disclose personal information in connection with our legal representation of clients, please review our Client Privacy Policy, which can be accessed here: <https://www.perkinscoie.com/en/client-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 03/31/2024**

<b>Date</b>	<b>Attorney / Assistant</b>	<b>Description of Service</b>	<b>Hours</b>
03/08/2024	T. Moss	Conference call with Deloitte team and L. Rogers of Blakes regarding new receivership matter, strategy and next steps; review Application Record, Smith Affidavit and related documents; conference with P. Jasper regarding same	3.00
03/09/2024	T. Moss	Review and consider [REDACTED]	0.20
03/10/2024	T. Moss	Review Application Record and related documents; correspondence with M. Hernandez regarding [REDACTED]	1.50
03/11/2024	T. Moss	Review and analysis of issues related to potential [REDACTED] and conference with P. Jasper regarding same; review relevant documents; correspondence with M. Hernandez regarding UCC filings	1.80
03/11/2024	P. Jasper	Discussion with T. Moss re background facts re receivership and related legal issues,	1.70
03/11/2024	M. Hernandez	Email correspondence with T. Moss regarding [REDACTED];	1.30
03/12/2024	T. Moss	Review Endorsement, Partial Receivership Order and Adjournment Order; review [REDACTED] to Court	0.70
03/12/2024	M. Hernandez	Email correspondence with T. Moss regarding [REDACTED]; conduct review of [REDACTED];	1.70
03/13/2024	G. Eisenberg	Conference with T. Moss regarding [REDACTED];	0.30
03/13/2024	T. Moss	Review relevant documents regarding CT property; conference with G. Eisenberg regarding secured party remedies and CT counsel; correspondence with Deloitte and A. Cole regarding [REDACTED] matter; conference with M. Hernandez regarding [REDACTED] issues; conference call with Deloitte and Blakes regarding status, strategy and next steps	3.30
03/14/2024	T. Moss	Conference with M. Hernandez regarding UCC and title analysis; review Amended and Restated Order appointing Receiver	0.80
03/14/2024	K. Kolton	Review materials relating to [REDACTED];	2.10
03/15/2024	T. Moss	Correspondence and telephone conferences with R. Williams regarding [REDACTED] issues; conference with T. Hickman regarding same; review K. Kolton memorandum regarding [REDACTED] matter, and correspondence with K. Kolton and Deloitte regarding same	1.00
03/15/2024	T. Hickman	Conference with T. Moss to discuss client's background and [REDACTED] issues; review [REDACTED] and court order; provide response to questions;	0.70
03/15/2024	K. Kolton	Review materials relating to [REDACTED]; prepare email summary;	6.20
03/16/2024	T. Hickman	Respond to additional questions on [REDACTED];	0.20

Date	Attorney / Assistant	Description of Service	Hours
03/16/2024	M. Hernandez	Review sharefile documentation in connection with security interest review;	0.70
03/17/2024	T. Moss	Follow-up correspondence with T. Hickman and R. Williams regarding [REDACTED]	0.40
03/18/2024	T. Moss	Correspondence with Deloitte and Blakes regarding US property; conference with M. Hernandez regarding preparation of memo regarding [REDACTED]; review documents and relevant authorities regarding potential courses of action for Receiver in US; consider strategy and next steps	2.50
03/18/2024	D. Manshardt	Assist with lien and litigation searches;	0.80
03/18/2024	M. Hernandez	Conduct research regarding [REDACTED]; draft memorandum regarding same; review sharefile documentation in connection with security interest review;	5.60
03/19/2024	T. Moss	Correspondence with Blakes and Deloitte regarding Antamex US employees and related matters; correspondence with T. Hickman and B. Turoff regarding same; review and comment on draft memorandum regarding [REDACTED]; conference with M. Hernandez regarding same; review [REDACTED]; review and analysis of same and consider strategy; telephone conference with C. McIntyre regarding [REDACTED]; correspondence with Deloitte and Blakes regarding Antamex US and next steps; review organizational chart, and correspondence with Deloitte and Blakes regarding same	3.00
03/19/2024	T. Hickman	Correspond regarding [REDACTED] questions;	0.30
03/19/2024	D. Manshardt	Assist with lien and litigation searches;	0.30
03/19/2024	B. Turoff	Assess issues in connection with [REDACTED]; review and draft communications regarding same.	1.00
03/19/2024	M. Hernandez	Teleconference with T. Moss regarding [REDACTED]; revise memorandum, related email correspondence with T. Moss; review partial lien search results;	4.40
03/20/2024	T. Moss	Review and revise draft memorandum to Deloitte regarding [REDACTED] and review relevant documents; correspondence with Deloitte and Blakes regarding same; telephone conference and correspondence with R. Lewis regarding retention as CT counsel	2.50
03/20/2024	B. Turoff	Review [REDACTED]; assess issues relating to same.	1.50
03/20/2024	M. Hernandez	Attention to review of [REDACTED], related email correspondence with T. Moss;	0.50
03/21/2024	T. Moss	Review and comment on CT counsel engagement letter; correspondence with R. Lewis and R. Williams regarding same and scheduling call;	1.30

Date	Attorney / Assistant	Description of Service	Hours
		correspondence with M. Hernandez regarding UCC filings and next steps; telephone conference with B. Turoff regarding labor matters; correspondence with R. Williams and B. Turoff regarding same; review draft correspondence to CT landlord, and correspondence with C. McIntyre regarding same	
03/21/2024	B. Turoff	Attention to, and communications regarding, receivership issue and labor-related issues in connection with same.	1.40
03/21/2024	M. Hernandez	Attention to review of [REDACTED], related email correspondence with T. Moss;	1.50
03/22/2024	T. Moss	Conference call with Deloitte, R. Lewis, Blakes and M. Hernandez regarding CT property; review and analysis of issues related to [REDACTED], and correspondence with Deloitte and Blakes regarding same	1.50
03/22/2024	D. Manshardt	Assist with lien and litigation searches;	0.30
03/23/2024	T. Moss	Conference call with R. Williams, C. McIntyre and B. Turoff regarding US labor issues	0.60
03/23/2024	M. Pratt	Research regarding [REDACTED];	0.50
03/23/2024	B. Turoff	Attention to, and communications regarding, issues including [REDACTED], and related considerations arising out of insolvency of non-U.S. parent corporation.	2.00
03/24/2024	M. Pratt	Research regarding [REDACTED];	3.40
03/25/2024	T. Moss	Correspondence with Blakes and Deloitte regarding [REDACTED] issues; correspondence and conference with T. Hickman regarding same; draft email memo regarding same; correspondence with Blakes, Deloitte and K. Kolton regarding [REDACTED] issues; conference with K. Kolton regarding same; review [REDACTED]; review [REDACTED]	2.80
03/25/2024	M. Pratt	Research regarding [REDACTED];	0.90
03/25/2024	T. Hickman	Review [REDACTED]; telephone conference with T. Moss;	1.00
03/25/2024	J. Walker	Research [REDACTED];	1.20
03/25/2024	B. Turoff	Analyze issues regarding [REDACTED]; review cases in connection with same; communications with T. Moss; further communications regarding [REDACTED]; attention to issue regarding [REDACTED].	3.40
03/26/2024	T. Moss	Review and analysis of issues related to [REDACTED] matters; conference call with Deloitte, Blakes and B. Turoff regarding [REDACTED]s, strategy, and next steps; review and comment on draft correspondence to [REDACTED]; correspondence and conference with M. Hernandez regarding UCC	4.70

Date	Attorney / Assistant	Description of Service	Hours
		financing review and next steps; correspondence with R. Lewis regarding review of CT property matters and next steps; review HSBC correspondence regarding US accounts; review [REDACTED]; review [REDACTED]; draft email memo to client regarding [REDACTED]; conference with P. Jasper regarding potential chapter 15 petition, staffing and tasks to be completed	
03/26/2024	M. Pratt	Research regarding [REDACTED];	0.80
03/26/2024	P. Jasper	Discussions with T. Moss re status and next steps. Calls and emails with H. Rutledge and K. Allare re same. Review files and collect samples re Chapter 11 filings. Review related correspondence.	1.00
03/26/2024	B. Turoff	Continuing attention to, and communications regarding, [REDACTED]; attention to [REDACTED]; telephone conference with T. Moss, Canadian counsel, and R. Williams regarding the foregoing and related issues.	2.90
03/26/2024	M. Hernandez	Review lien search results, teleconference with T. Moss regarding same; revise memorandum regarding [REDACTED];	0.90
03/27/2024	T. Moss	Continued review and analysis of issues related to [REDACTED]; conference call with Deloitte, Blakes and B. Croft, MA counsel, regarding [REDACTED], strategy, and next steps; review correspondence from Nationwide counsel regarding same and correspondence with Deloitte and Blakes regarding proposed response; correspondence with B. Turoff and T. Vandsburger regarding [REDACTED] and consider same as related to Canadian proceedings; correspondence with M. Hernandez regarding UCC financing review and revisions to draft memorandum; draft email memo to client regarding [REDACTED] and correspondence with T. Hickman regarding same;	3.70
03/27/2024	T. Vandsburger	Review and revise [REDACTED]; review public filings on [REDACTED]; draft summary of [REDACTED]; draft summary of [REDACTED];	2.60
03/27/2024	M. Pratt	Research regarding [REDACTED]; review and analyze [REDACTED];	6.00
03/27/2024	D. Manshardt	Prepare summary of lien and litigation search results;	0.40
03/27/2024	B. Turoff	Attention to, and communications regarding, [REDACTED].	2.70
03/27/2024	M. Hernandez	Review lien search results, teleconference with T. Moss regarding same; revise memorandum regarding [REDACTED];	3.80
03/28/2024	T. Moss	Review and revise draft memorandum regarding [REDACTED] and forward to Deloitte and Blakes; correspondence with M. Hernandez regarding updating document file for same; conference call with Deloitte and Blakes regarding status, strategy and next steps; follow-up telephone conference with L. Rogers	2.60

Invoice No. 7012778  
Deloitte Restructuring Inc.  
154477.0002 / Antamex Industries ULC Receivership

Date	Attorney / Assistant	Description of Service	Hours
03/28/2024	T. Vandsburger	Review and respond to question from T. Moss regarding [REDACTED];	0.20
03/28/2024	D. Manshardt	Prepare summary of lien and litigation search results;	1.20
03/28/2024	M. Hernandez	Compile supporting documentation for revised memorandum, email correspondence with T. Moss regarding same;	0.10
03/29/2024	K. Kolton	Review materials relating to [REDACTED];	1.80
<b>Total</b>			<b>107.20</b>

**Services**  
\$125,409.50

**Less (20.00)% Discount**  
(\$25,081.90)

**Total Services**  
\$100,327.60

### Summary of Services through 03/31/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
B. Turoff	Partner	14.90	1,300.00	19,370.00
G. Eisenberg	Partner	0.30	1,300.00	390.00
K. Kolton	Partner	10.10	1,075.00	10,857.50
T. Moss	Partner	37.90	1,475.00	55,902.50
T. Hickman	Partner	2.20	1,175.00	2,585.00
P. Jasper	Sr Counsel	2.70	1,175.00	3,172.50
M. Hernandez	Associate	20.50	890.00	18,245.00
M. Pratt	Associate	11.60	875.00	10,150.00
T. Vandsburger	Associate	2.80	990.00	2,772.00
D. Manshardt	Paralegal	3.00	465.00	1,395.00
J. Walker	Indirect Staff	1.20	475.00	570.00
<b>Total Services</b>		<b>107.20</b>		<b>\$125,409.50</b>

### Disbursements and Other Detailed Services through 03/31/2024

Description	Amount
CT Lien Solutions (ACH) - Search Fee - Lien and Litigation	2,288.86
CT Lien Solutions (ACH) - Professional Services - Lien searches in CT	168.34
<b>Total</b>	<b>\$2,457.20</b>



Invoice No. 7012778  
Deloitte Restructuring Inc.  
154477.0002 / Antamex Industries ULC Receivership

401  
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**Total Disbursements and Other Services**  
\$2,457.20

**Total Invoice Amount**  
\$102,784.80

1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Phone: 206.359.8000

Email: [clientacct@perkinscoie.com](mailto:clientacct@perkinscoie.com)  
Accounting: 206.359.3143  
Fax: 206.359.9000

Deloitte Restructuring Inc.  
Attn: Richard Williams  
EMAIL INVOICES TO: [richwilliams@deloitte.ca](mailto:richwilliams@deloitte.ca)  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
ONTARIO  
CANADA

Invoice No. 7028790  
Matter No. 154477.0002  
Bill Date May 15, 2024  
Due Date Due Upon Receipt

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### INVOICE SUMMARY

**Re: 154477.0002 / Antamex Industries ULC Receivership**

For Professional Services rendered through April 30, 2024

Services	\$188,150.50
Less (20.00)% Discount	(\$37,630.10)
Total Services	<hr/> \$150,520.40
Disbursements and Other Services	<hr/> \$38.67
<b>Total Invoice Amount</b>	<b>\$150,559.07</b>

*INFORMATION MAY BE SUBJECT TO CLIENT ATTORNEY AND/OR ATTORNEY WORK PRODUCT PRIVILEGE*

### REMITTANCE INSTRUCTIONS

Payment Due in US Currency  
Tax Identification Number.: 91-0591206

Please identify your payment with the following: Perkins Coie Account No. 154477 and Invoice 7028790

<b>CHECKS:</b> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<b>ACH / WIRE TRANSFERS IN USD:</b> 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 Policy. We collect or receive information in the ordinary course of providing legal services to you, including personal information. For more information about how we collect, use, and disclose personal information in connection with our legal representation of clients, please review our Client Privacy Policy, which can be accessed here: <https://www.perkinscoie.com/en/client-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 04/30/2024

Date	Attorney / Assistant	Description of Service	Hours
04/01/2024	T. Moss	Correspondence with Deloitte, Blakes and K. Kolton regarding [REDACTED]; review authorities regarding same; correspondence with M. Hernandez regarding [REDACTED]; correspondence with Blakes and Deloitte regarding chapter 15 filing; coordination of workstreams with Perkins working group regarding same	1.70
04/02/2024	T. Moss	Conference with PC working group regarding preparation of pleadings for initiating chapter 15 proceeding and obtaining provisionsal relief; review and analysis of issues related to same; review file regarding factual information and document support; review email memo from R. Lewis regarding CT property	1.80
04/02/2024	H. Varner	Participate in introductory call with T. Moss and P. Jasper regarding case background and next steps; discuss same with K. Allare; coordinate with R. Leibowitz regarding preparing first day filings; review and analyze relevant Receivership documents;	2.00
04/03/2024	T. Moss	Correspondence with H. Rutledge regarding corporate entities information and forward relevant documents	0.30
04/03/2024	R. Leibowitz	Prepare checklist and template documents for chapter 15 pleadings;	2.90
04/04/2024	T. Moss	Correspondence and telephone conference with C. McIntyre regarding preparation of chapter 15 pleadings and information needed; review correspondence regarding CT property; correspondence with PC working group regarding preparation of pleadings and diligence list	1.00
04/04/2024	R. Leibowitz	Conference with H. Rutledge and K. Allare regarding plan for completing required pleadings for chapter 15 filing and items needed for same; analyze reference documents from UCC analysis for information about US businesses; multiple correspondence with team regarding above;	2.20
04/04/2024	P. Jasper	Review application record and amended and restated order and analysis re due diligence questions. Discussion with T. Moss re same	3.00
04/04/2024	H. Varner	Draft declaration in support of first day filings; call with K. Allare re same and next steps;	3.50
04/05/2024	T. Moss	Conference with P. Jasper regarding preparation of chapter 15 petition; conference weith R. Leibowitz regarding research of [REDACTED]; review corporate information; correspondence with C. McInyre regarding Canadian counsel Declaration in support of chapter 15 Petition; review authorities regarding same; review R. Lewis memorandum regarding analysis of [REDACTED]	2.30
04/05/2024	R. Leibowitz	Continue corporate research regarding [REDACTED]; correspondence with T. Moss regarding same;	1.20
04/05/2024	P. Jasper	Draft declaration in support of Chapter 15 petition. Analysis re diligence needed. Discussion with T. Moss re same.	6.80
04/06/2024	K. Allare	Draft motion for provision relief; review background information,	2.90

Date	Attorney / Assistant	Description of Service	Hours
		declaration for same;	
04/06/2024	H. Varner	Draft Verified Petition;	2.10
04/07/2024	T. Moss	Review background documents; review and revise draft chapter 15 pleadings and diligence list	2.70
04/07/2024	K. Allare	Draft order for provisional relief;	0.90
04/08/2024	T. Moss	Review and revise draft Declaration of Foreign Representative; review background materials and authorities; update diligence list; correspondence with Deloitte, Blakes and PC working group regarding same; conference with P. Jasper regarding status and tasks to be completed	6.60
04/08/2024	K. Allare	Review diligence requests for Antamex;	0.20
04/08/2024	P. Jasper	Discussions with T. Moss re Chapter 15 documents and next steps. Review and revise motion for provisional relief.	3.00
04/08/2024	H. Varner	Draft Order Granting Verified Petition;	1.00
04/09/2024	T. Moss	Coordinate work on chapter 15 pleadings with P. Jasper; correspondence with Blakes regarding declaration	0.40
04/09/2024	P. Jasper	Discussion with K. Allare and H. Rutledge re voluntary petition and provisional relief motion. Review declaration and revise provisional relief motion.	3.50
04/09/2024	H. Varner	Revise Verified Petition and Motion for Provisional Relief; call with P. Jasper regarding same;	3.60
04/10/2024	T. Moss	Coordinate work on chapter 15 pleadings with P. Jasper; correspondence with Blakes regarding Declaration of Canadian counsel	0.40
04/10/2024	K. Allare	Review declaration of foreign representative, verified petition; draft order authorizing provisional relief;	4.50
04/10/2024	P. Jasper	Discussion with H. Rutledge re declaration and motion for provisional relief. Emails to and from T. Moss and Blakes re declaration and related discussion.	0.50
04/10/2024	P. Jasper	Discussion with C. McIntyre and L. Rogers re declaration and action items. Discussions with K. Allare and H. Rutledge re declaration, verified petition, and motion for provisional relief. Emails to and from T. Moss re same. Revise Williams declaration. Discussion with T. Moss re same.	4.50
04/10/2024	H. Varner	Review revisions to foreign representative declaration, and discuss next steps with P. Jasper; discussions with K. Allare regarding revisions to declaration and other first day pleadings; correspond with working group regarding status of pleadings and next step; finalize and send proposed orders to working group for review;	1.10
04/11/2024	T. Moss	Conferences with P. Jasper and K. Allare regarding chapter 15 pleadings; review and revise draft Declaration of Foreign Representative	2.40

<b>Date</b>	<b>Attorney / Assistant</b>	<b>Description of Service</b>	<b>Hours</b>
04/11/2024	K. Allare	Call with T. Moss regarding filing; update motion for provisional relief, verified petition; review background information;	3.40
04/11/2024	P. Jasper	Discussion with T. Moss re Antamex Chapter 15 verified petition and provisional relief, and related declaration. Review memo regarding collateral.	1.50
04/12/2024	T. Moss	Conference with P. Jasper regarding chapter 15 matters; review and revise draft pleadings; review relevant background documents and authorities; correspondence with Deloitte and Blakes regarding status and diligence issues	4.30
04/12/2024	R. Leibowitz	Revise chapter 15 pleadings per T. Moss's instructions; multiple correspondence with T. Moss and Library regarding corporate research; correspondence with K. Allare regarding lien searches;	2.10
04/12/2024	K. Allare	Review diligence e-mails; correspondence with T. Moss;	0.70
04/12/2024	P. Jasper	Discussion with T. Moss re Chapter 15 issues and next steps. Review emails re same.	0.80
04/15/2024	T. Moss	Review Blakes comments to draft chapter 15 pleadings and correspondence with Deloitte and Blakes regarding same; telephone conference with M. Desgrosseilliers regarding potential retention as DE counsel and forward relevant materials for conflict review	1.30
04/15/2024	K. Allare	Review chapter 15 pleadings;	0.80
04/15/2024	P. Jasper	Analysis regarding scope of provisional relief. Review emails regarding same, venue and related issues.	1.10
04/16/2024	T. Moss	Conference call with Blakes regarding draft chapter 15 pleadings; correspondence with M. Desgrosseilliers regarding retention as DE counsel and DE venue and forward background documents; review statutory provisions, and conference with P. Jasper regarding same; review correspondence from Blakes regarding pending litigations, and forward to H. Rutledge to obtain further information; review litigation party information; review and revise draft chapter 15 pleadings	4.50
04/16/2024	R. Leibowitz	Revise exhibits to Motion Scheduling Hearing and Specifying Notice Procedures, per K. Allare's instructions;	1.10
04/16/2024	K. Allare	Review noticing motion; correspondence with T. Moss regarding filing;	0.50
04/16/2024	P. Jasper	Discussion with T. Moss regarding DE venue and other procedural issues. Review emails re same.	0.70
04/16/2024	H. Varner	Review Antamex U.S. litigation cases, and coordinate with librarians regarding research related to same;	0.90
04/17/2024	T. Moss	Review and revise draft Chapter 15 pleadings;	5.40
04/17/2024	H. Varner	Revise list of parties to litigation where Antamex is also a party in the United States;	0.50

Date	Attorney / Assistant	Description of Service	Hours
04/18/2024	T. Moss	Review and revise draft Chapter 15 pleadings; forward drafts to Deloitte, Blakes and Chipman working groups for review	3.70
04/18/2024	P. Jasper	Review and comment on verified petition, provisional relief motion and related declarations and filings.	2.00
04/18/2024	H. Varner	Make revisions to first day filings;	0.50
04/19/2024	P. Jasper	Review and comment on verified petition, motion for provisional relief and related documents;	2.50
04/19/2024	H. Varner	Call with K. Allare re delegation of items and drafting; review and revise first day pleadings;	0.80
04/20/2024	T. Moss	Review and revise draft Chapter 15 pleadings; telephone conference with M. Desgrosseilliers regarding scheduling chapter 15 hearing and related matters	0.80
04/21/2024	P. Jasper	Review and revise provisional relief motion, and orders on voluntary petition and provisional relief. Discussion with T. Moss re same.	3.20
04/22/2024	T. Moss	Review Blakes comments to chapter 15 pleadings; draft revisions to same; review relevant documents, authorities and corporate search results	3.80
04/22/2024	H. Varner	Make revisions to first day filings;	1.00
04/23/2024	T. Moss	Review comments to chapter 15 pleadings; draft revisions to same; review relevant documents and authorities; correspondence with Deloitte and Blakes regarding same and next steps; review service lists; correspondence with DE counsel regarding publication notice and service list requirements; review relevant court rules	4.60
04/23/2024	R. Leibowitz	Research case law on [REDACTED] and send findings to H. Rutledge;	1.70
04/23/2024	H. Varner	Conduct research related to [REDACTED], and correspond with T. Moss re same;	0.90
04/24/2024	T. Moss	Coordinate preparation of Service List with R. Leibowitz; forward to Deloitte, Blakes and Chipman for review, and correspondence regarding same; review file regarding same; correspondence with Blakes regarding comments to chapter 15 pleadings; draft revisions to same; review and comment on [REDACTED], and correspondence with DE counsel regarding same	2.50
04/24/2024	R. Leibowitz	Review Canadian service list and prepare combined service list with all creditors, all attorneys on service list, all secured parties and attorneys from UCC filings, and all parties and their counsel in state court litigation matters; correspondence with T. Moss regarding same; revise to add parties each attorney represents;	6.10
04/24/2024	P. Jasper	Review emails regarding petition and provisional relief and related issues.	0.50
04/25/2024	T. Moss	Correspondence and telephone conference with Blakes regarding Service	2.40

Date	Attorney / Assistant	Description of Service	Hours
		List; correspondence with R. Leibowitz regarding same; draft revisions to chapter 15 pleadings; correspondence with DE counsel regarding retention of Reliable Companies and publication notice; conference with P. Jasper regarding motion to seal personal information on service list; correspondence with Blakes and M. Hernandez regarding review of EDC security interest	
04/25/2024	R. Leibowitz	Complete further revisions to service list per T. Moss's requests; revise Motion to Redact PTI, per H. Rutledge's request;	2.30
04/25/2024	P. Jasper	Discussion with T. Moss regarding next steps and motion to redact personal identifying information. Review sample motions re same. Discussion and emails with H. Rutledge regarding same. Review and revise motion to seal personally identifiable information. Discussion with T. Moss regarding same. Research regarding same.	3.50
04/25/2024	H. Varner	Call with P. Jasper regarding motion to redact PII in creditor service list; draft motion to redact; conduct research related to same;	2.30
04/26/2024	T. Moss	Finalize chapter 15 pleadings and exhibits and forward to M. Desgroseilliers; conference with M. Desgroseilliers regarding next steps for UST review and filing with Court; review recent chapter 15 case authorities regarding [REDACTED]; conference call with Deloitte, Blakes and M. Desgroseilliers regarding CT equipment, strategy and next steps	2.50
04/26/2024	R. Leibowitz	Continue revising and make additions to master service list per T. Moss's instructions;	1.20
04/26/2024	M. Hernandez	Review US security agreement and UCC filings for EDC security interest review;	1.50
04/27/2024	T. Moss	Conference call with US Trustee and M. Desgroseilliers regarding upcoming chapter 15 filing; follow-up telephone conference with M. Desgroseilliers regarding same; correspondence with Deloitte and Blakes regarding same	0.70
04/28/2024	T. Moss	Respond to inquiries from UST regarding debtor's assets and liabilities and proper venue; review file and authorities regarding same; review and analysis of issues related to same; conferences with P. Jasper regarding same	2.50
04/28/2024	P. Jasper	Discussions with T. Moss re [REDACTED]. Research re same. Review correspondence from UST re same.	2.20
04/29/2024	K. Neumann	Review correspondence, Security Agreement, UCC, Equipment Lease, analysis;	0.70
04/29/2024	T. Moss	Telephone conferences with M. Desgroseilliers regarding chapter 15 filing; conference call with M. Desgroseilliers and UST's office regarding same; review UST comments to draft pleadings; correspondence with Deloitte and Blakes regarding status and next steps; review M. Hernandez draft memo regarding [REDACTED]; conference with K. Neumann regarding same; forward memo to C. McIntyre regarding same	2.80
04/29/2024	R. Leibowitz	Review chapter 15 filings in District of Connecticut and Western District of	0.50

Date	Attorney / Assistant	Description of Service	Hours
04/29/2024	M. Hernandez	New York and correspondence with T. Moss regarding same; Review US security agreement and UCC filings for EDC security interest review; related email correspondence with T. Moss;	0.70
04/30/2024	T. Moss	Revise draft chapter 15 pleadings to incorporate US Trustee comments and finalize for filing; correspondence with US Trustee and M. Desgrosseilliers regarding same; correspondence with Deloitte and Blakes regarding status and next steps; update service list; attention to coordination of filing; review pending litigation matters; telephone conference with M. Desgrosseilliers regarding filing matters	4.70
04/30/2024	R. Leibowitz	Add additional parties to master service list; research referenced cases in motion for provisional relief and provide list of docket numbers and underlying documents to T. Moss; conference with T. Moss regarding final service list; finalize service list and redact employee personal information;	1.70
04/30/2024	P. Jasper	Review emails regarding communications with UST, Delaware filing and related issues.	0.50
<b>Total</b>			<b>165.90</b>

**Services**  
\$188,150.50

**Less (20.00)% Discount**  
(\$37,630.10)

**Total Services**  
\$150,520.40

### Summary of Services through 04/30/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
K. Neumann	Partner	0.70	1,125.00	787.50
T. Moss	Partner	66.10	1,475.00	97,497.50
P. Jasper	Sr Counsel	39.80	1,175.00	46,765.00
H. Varner	Associate	20.20	890.00	17,978.00
K. Allare	Associate	13.90	955.00	13,274.50
M. Hernandez	Associate	2.20	890.00	1,958.00
R. Leibowitz	Paralegal	23.00	430.00	9,890.00
<b>Total Services</b>		<b>165.90</b>		<b>\$188,150.50</b>

### Disbursements and Other Detailed Services through 04/30/2024

Description	Amount
United Parcel Service (ACH) - Air express charge 2201 Liberty Avenue	22.00
United Parcel Service (ACH) - Air express charge 2201 Liberty Avenue	3.50



Invoice No. 7028790  
Deloitte Restructuring Inc.  
154477.0002 / Antamex Industries ULC Receivership

Description	Amount
United Parcel Service (ACH) - Air express charge - 04/18/2024 - Tina Moss, 29 Meadowbrook Rd, Randolph, NJ, 078693808	13.17
Total	\$38.67

Total Disbursements and Other Services  
\$38.67

Total Invoice Amount  
\$150,559.07

1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Phone: 206.359.8000

Email: clientacct@perkinscoie.com  
Accounting: 206.359.3143  
Fax: 206.359.9000

Deloitte Restructuring Inc.  
Attn: Richard Williams  
EMAIL INVOICES TO: richwilliams@deloitte.ca  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
ONTARIO  
CANADA

Invoice No. 7049917  
Matter No. 154477.0002  
Bill Date June 24, 2024  
Due Date Due Upon Receipt

## INVOICE SUMMARY

**Re: 154477.0002 / Antamex Industries ULC Receivership**

For Professional Services rendered through May 31, 2024

Services	\$55,574.00
Less (20.00)% Discount	(\$11,114.80)
Total Services	\$44,459.20
<b>Total Invoice Amount</b>	<b>\$44,459.20</b>

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 7049917

<b>CHECKS:</b> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<b>ACH / WIRE TRANSFERS IN USD:</b> 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.

### Professional Services through 05/31/2024

Date	Attorney / Assistant	Description of Service	Hours
05/01/2024	T. Moss	Preparation for First Day Hearing; correspondence with Deloitte, Blakes and DE counsel regarding filing of pleadings and preparation for hearing; correspondence with US Trustee and Court regarding scheduling and noticing matters; review and comment on draft Agenda for hearing; conference with P. Jasper regarding preparation for First Day Hearing	5.50
05/01/2024	R. Leibowitz	Add additional contact information to service list per T. Moss's request, prepare pdf and redactions;	0.40
05/01/2024	P. Jasper	Discussions and emails with T. Moss re Antamex filing, and anticipated first day hearing. Review docket and emails regarding same.	0.70
05/02/2024	T. Moss	Preparation for First Day Hearing; conference with P. Jasper regarding same; conference call with Deloitte, Blakes, P. Jasper and M. Desgrosseilliers regarding same; review correspondence from [REDACTED] and forward to Deloitte and Blakes	3.80
05/02/2024	P. Jasper	Discussion with T. Moss, R. Williams, L. Rogers, C. McIntyre, M. Desgrosseilliers and P. Reynolds regarding preparation for hearing and related issues; Review filings and prepare outline for hearing; Discussions with T. Moss regarding preparation for hearing and strategic approach.	6.70
05/03/2024	T. Moss	Court appearance for First Day Hearing on chapter 15 petition, and preparation for same; follow-up conference with P. Jasper, Deloitte, and Blakes regarding outcome of hearing, strategy and next steps; conference with P. Jasper regarding revisions to orders; correspondence with Chipman regarding submission of orders, etc.; review Master Service List, and correspondence with Chipman and Blakes regarding same	3.80
05/03/2024	P. Jasper	Prepare for and attend oral argument on petition and provisional relief motion. Post-hearing discussion with R. Williams, P. Reynolds, L. Rogers, C. McIntyre, and T. Moss regarding next steps. Revise order to incorporate Court's comments. Discussion with T. Moss re same. Review and comment on revised provisional relief order and certificates of counsel.	4.00
05/05/2024	T. Moss	Review CNOs and related orders, and correspondence with DE counsel regarding same; attention to scheduling matters	0.50
05/06/2024	T. Moss	Review orders entered and chapter 15 first day hearing transcript; conference with P. Jasper regarding same; telephone conferences with C. McIntyre regarding CT equipment; review relevant documents regarding same; correspondence with R. Lewis regarding same; correspondence with DLA Piper, Blakes and Deloitte regarding scheduling meet & confer; correspondence with DE counsel regarding entry of scheduling order and revised service list; review correspondence from [REDACTED] regarding CT equipment; correspondence and telephone conference with H. Rutledge regarding research regarding [REDACTED]; review file and respond to inquiry from [REDACTED]	2.60
05/06/2024	R. Leibowitz	Address question regarding party on service list for T. Moss; revise service list to redact employee addresses and emails;	0.70

Date	Attorney / Assistant	Description of Service	Hours
05/06/2024	P. Jasper	Review and revise scheduling order. Review other revised orders. Discussion and emails with T. Moss regarding same. Review and analysis regarding E. Lamek letter to L. Rogers regarding [REDACTED]. Review emails regarding same.	2.50
05/06/2024	H. Varner	Begin conducting research related to [REDACTED]; call with T. Moss re same;	0.70
05/07/2024	T. Moss	Review and analysis of issues related to [REDACTED]; review memorandum from H. Rutledge regarding case law research regarding same; correspondence and conference with Deloitte and Blakes regarding same, consideration of strategy and next steps; correspondence with DLA Piper regarding rescheduling of conference;	2.20
05/07/2024	P. Jasper	Discussion with T. Moss regarding [REDACTED] and related strategic issues and next steps. Review and comment on emails regarding same.	0.50
05/07/2024	H. Varner	Conduct research related to [REDACTED], and correspond with T. Moss regarding same;	2.20
05/08/2024	T. Moss	Review and analysis of issues related to [REDACTED]; conference call with Deloitte, Blakes and Faskens regarding same	1.00
05/09/2024	T. Moss	Review DLA Piper correspondence and related documents regarding [REDACTED]	0.30
05/09/2024	P. Jasper	Review email from E. Lamek regarding [REDACTED] and related issues.	0.20
05/10/2024	P. Jasper	Review inquiry from L. McComber regarding claims process.	0.20
05/13/2024	P. Jasper	Emails to and from T. Moss regarding McComber inquiry. Email to L. McComber regarding notice.	0.20
05/14/2024	P. Jasper	Review emails regarding [REDACTED].	0.10
05/15/2024	T. Moss	Correspondence with C. McIntyre regarding scheduling matters;	0.10
05/15/2024	P. Jasper	Review and respond to creditor inquiry from L. McComber	0.10
05/20/2024	T. Moss	Correspondence with DE counsel regarding responding to creditor inquiries	0.20
05/28/2024	T. Moss	Review status regarding objection deadline and hearing schedule; review Receiver's report and motion record filed in Canadian proceedings; review Canadian court endorsement; correspondence with Deloitte and Blakes regarding status and next steps	1.30
05/29/2024	T. Moss	Correspondence with Deloitte and M. Desgrosseiliers regarding status and preparation for 6/5 hearing; review docket; correspondence with UST regarding status and proposed Order granting Petition; review file regarding [REDACTED]	0.80
05/30/2024	T. Moss	Telephone conference and correspondence with M. Desgrosseiliers	0.50

Date	Attorney / Assistant	Description of Service	Hours
		regarding proposed Order granting Petition and UST review; correspondence with UST regarding same; correspondence with Deloitte and Blakes regarding status	
05/30/2024	P. Jasper	Review emails from T. Moss, M. Dero and M. Desrosselliers regarding petition, agenda notice and hearing. Discussion with T. Moss regarding same.	0.30
05/31/2024	T. Moss	Review proposed Order granting Petition and related Certificate of No Objection; correspondence with DE counsel regarding same	0.30
05/31/2024	T. Moss	Review CT counsel correspondence regarding [REDACTED]; correspondence with Blakes regarding same	0.20
05/31/2024	P. Jasper	Review revised proposed order granting verified petition. Discussion with T. Moss re same.	0.20
<b>Total</b>			<b>42.80</b>

**Services**  
\$55,574.00

**Less (20.00)% Discount**  
(\$11,114.80)

**Total Services**  
\$44,459.20

### Summary of Services through 05/31/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
T. Moss	Partner	23.10	1,475.00	34,072.50
P. Jasper	Sr Counsel	15.70	1,175.00	18,447.50
H. Varner	Associate	2.90	890.00	2,581.00
R. Leibowitz	Paralegal	1.10	430.00	473.00
<b>Total Services</b>		<b>42.80</b>		<b>\$55,574.00</b>

**Total Invoice Amount**  
\$44,459.20

1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Phone: 206.359.8000

Email: clientacct@perkinscoie.com  
Accounting: 206.359.3143  
Fax: 206.359.9000

Deloitte Restructuring Inc.  
Attn: Richard Williams  
EMAIL INVOICES TO: richwilliams@deloitte.ca  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
ONTARIO  
CANADA

Invoice No. 7060624  
Matter No. 154477.0002  
Bill Date July 11, 2024  
Due Date Due Upon Receipt

## INVOICE SUMMARY

**Re: 154477.0002 / Antamex Industries ULC Receivership**

For Professional Services rendered through June 30, 2024

Services	\$3,627.50
Less (20.00)% Discount	(\$725.50)
Total Services	\$2,902.00
<b>Total Invoice Amount</b>	<b>\$2,902.00</b>

*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 7060624

<b>CHECKS:</b> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<b>ACH / WIRE TRANSFERS IN USD:</b> 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.

### Professional Services through 06/30/2024

Date	Attorney / Assistant	Description of Service	Hours
06/02/2024	T. Moss	Review draft Agenda for 6/5 hearing; correspondence with DE counsel regarding same;	0.20
06/03/2024	T. Moss	Review file; correspondence with DE counsel, Blakes and Deloitte regarding 6/5 hearing, and prepration for same	0.80
06/03/2024	P. Jasper	Review emails re Antamex hearing and related issues. Discussion with T. Moss re same.	0.20
06/04/2024	T. Moss	Correspondence with DE counsel, Blakes and Deloitte regarding 6/5 hearing and Order entered; review Order; correspondence with DE counsel regarding service	0.50
06/05/2024	T. Moss	Review filings in Receivership proceeding	0.30
06/07/2024	T. Moss	Correspondence with DE counsel regarding invoicing and review invoice	0.30
06/20/2024	T. Moss	Correspondence with Deloitte and Blakes regarding inquiry from counsel for [REDACTED]	0.20
<b>Total</b>			<b>2.50</b>

**Services**  
\$3,627.50

**Less (20.00)% Discount**  
(\$725.50)

**Total Services**  
\$2,902.00

### Summary of Services through 06/30/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
T. Moss	Partner	2.30	1,475.00	3,392.50
P. Jasper	Sr Counsel	0.20	1,175.00	235.00
<b>Total Services</b>		<b>2.50</b>		<b>\$3,627.50</b>

**Total Invoice Amount**  
\$2,902.00

1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Phone: 206.359.8000

Email: [clientacct@perkinscoie.com](mailto:clientacct@perkinscoie.com)  
Accounting: 206.359.3143  
Fax: 206.359.9000

Deloitte Restructuring Inc.  
Attn: Phil Reynolds  
EMAIL INVOICES TO: [philreynolds@deloitte.ca](mailto:philreynolds@deloitte.ca)  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
ONTARIO  
CANADA

Invoice No. 7078894  
Matter No. 154477.0002  
Bill Date August 14, 2024  
Due Date Due Upon Receipt

## INVOICE SUMMARY

**Re: 154477.0002 / Antamex Industries ULC Receivership**

For Professional Services rendered through July 31, 2024

Services	\$4,920.00
Less (20.00)% Discount	(\$984.00)
Total Services	<u>\$3,936.00</u>
<b>Total Invoice Amount</b>	<b><u>\$3,936.00</u></b>

*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 7078894

<b>CHECKS:</b> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<b>ACH / WIRE TRANSFERS IN USD:</b> 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.



### Professional Services through 07/31/2024

Date	Attorney / Assistant	Description of Service	Hours
07/17/2024	T. Moss	Correspondence with DE counsel and L. Rogers regarding [REDACTED]	0.20
07/19/2024	T. Moss	Correspondence with DE counsel, Deloitte and Blakes regarding inquiry from counsel to [REDACTED]	0.20
07/22/2024	T. Moss	Correspondence and telephone conference with C. McIntyre regarding [REDACTED]; review notices regarding same	0.30
07/23/2024	T. Moss	Correspondence with DE counsel regarding inquiry from J. Duran regarding [REDACTED]; correspondence with B. Carver regarding same; telephone conference with J. Duran regarding same	0.30
07/24/2024	R. Peterson	Conference with T. Moss; legal research regarding [REDACTED];	1.00
07/24/2024	T. Moss	Conference with R. Peterson regarding review of [REDACTED]	0.20
07/25/2024	R. Peterson	Draft response; legal research regarding [REDACTED];	1.00
<b>Total</b>			<b>3.20</b>

**Services**  
\$4,920.00

**Less (20.00)% Discount**  
(\$984.00)

**Total Services**  
\$3,936.00

### Summary of Services through 07/31/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
T. Moss	Partner	1.20	1,475.00	1,770.00
R. Peterson	Sr Counsel	2.00	1,575.00	3,150.00
<b>Total Services</b>		<b>3.20</b>		<b>\$4,920.00</b>

**Total Invoice Amount**  
\$3,936.00

Invoice No. 7078894  
Deloitte Restructuring Inc.  
154477.0002 / Antamex Industries ULC Receivership

Open Invoices as of August 14, 2024

	0-30	31-60	61-90	91-120	121+	Total
Fees	\$3,936.00	\$20.00	\$0.00	\$0.00	\$0.00	\$3,956.00
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	\$3,936.00	\$20.00	\$0.00	\$0.00	\$0.00	\$3,956.00

1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Phone: 206.359.8000

Email: [clientacct@perkinscoie.com](mailto:clientacct@perkinscoie.com)  
Accounting: 206.359.3143  
Fax: 206.359.9000



Deloitte Restructuring Inc.  
Attn: Phil Reynolds  
EMAIL INVOICES TO: [philreynolds@deloitte.ca](mailto:philreynolds@deloitte.ca)  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
ONTARIO  
CANADA

Invoice No. 7093983  
Matter No. 154477.0002  
Bill Date September 12, 2024  
Due Date Due Upon Receipt

## INVOICE SUMMARY

**Re: 154477.0002 / Antamex Industries ULC Receivership**

For Professional Services rendered through August 31, 2024

Services	\$8,229.50
Less (20.00)% Discount	(\$1,645.90)
Total Services	<u>\$6,583.60</u>
<b>Total Invoice Amount</b>	<b><u>\$6,583.60</u></b>

*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 7093983

<b><u>CHECKS:</u></b> Perkins Coie LLP Attn: Client Accounting PO Box 24643 Seattle, WA 98124-0643	<b><u>ACH / WIRE TRANSFERS IN USD:</u></b> 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. 7093983  
Deloitte Restructuring Inc.  
154477.0002 / Antamex Industries ULC Receivership



### Professional Services through 08/31/2024

Date	Attorney / Assistant	Description of Service	Hours
08/06/2024	T. Moss	Review Blakes' correspondence to DLA Piper regarding [REDACTED]	0.10
08/12/2024	T. Moss	Correspondence with M. Hernandez regarding security review	0.20
08/14/2024	T. Moss	Follow-up with M. Hernandez regarding security review	0.10
08/15/2024	T. Moss	Review memorandum from M. Hernandez regarding [REDACTED]; forward to N. Kajca for further review	0.50
08/15/2024	M. Hernandez	Attention to security interest review; review equipment lease; review security agreement and UCC filings;	3.05
08/16/2024	N. Kajca	Review equipment lease, security agreement and landlord agreement; analysis regarding same; draft email correspondence to T. Moss regarding same;	1.70
08/21/2024	T. Moss	Review and revise memoranda from N. Kajca and M. Hernandez regarding [REDACTED]; forward memorandum to Blakes	1.50
08/23/2024	T. Moss	Correspondence with Blakes regarding [REDACTED]	0.10
<b>Total</b>			<b>7.25</b>

**Services**  
\$8,229.50

**Less (20.00)% Discount**  
(\$1,645.90)

**Total Services**  
\$6,583.60

### Summary of Services through 08/31/2024

Attorney / Assistant	Title	Billed Hours	Billed Rate	Billed Amount
N. Kajca	Partner	1.70	1,075.00	1,827.50
T. Moss	Partner	2.50	1,475.00	3,687.50
M. Hernandez	Associate	3.05	890.00	2,714.50
<b>Total Services</b>		<b>7.25</b>		<b>\$8,229.50</b>

**Total Invoice Amount**  
\$6,583.60

Invoice No. 7093983  
Deloitte Restructuring Inc.

154477.0002 / Antamex Industries ULC Receivership



### Open Invoices as of September 12, 2024

	<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91-120</b>	<b>121+</b>	<b>Total</b>
Fees	\$10,519.60	\$0.00	\$0.00	\$0.00	\$0.00	\$10,519.60
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
<b>Total</b>	<b>\$10,519.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,519.60</b>

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

Affidavit of Tina Moss

sworn before me by video conference  
this 25<sup>th</sup> day of September, 2024



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A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

**EXHIBIT “B”**

<b>Name of Lawyer</b>	<b>Rank</b>	<b>Year of Call</b>	<b>Hourly Rate (USD)</b>	<b>Total Hours</b>
Katie Allare	Associate	2017	\$955	13.90
Gary Eisenberg	Partner	1990	\$1,300	.30
Marcus Hernandez	Associate	2019	\$890	25.75
Troy Hickman	Partner	1999	\$1,175	2.20
Paul Jasper	Sr. Counsel	1999	\$1,175	58.40
Nick Kajca	Partner	2013	\$1,075	1.70
Kevin Kolton	Partner	1990	\$1,075	10.10
Rachel Leibowitz	Paralegal	N/A	\$430	24.10
David Manshardt	Paralegal	N/A	\$465	3.00
Tina Moss	Partner	1993	\$1,475	133.10
Kurt Neumann	Partner	2003	\$1,125	0.70
Rich Peterson	Sr. Counsel	1989	\$1,575	2.00
M. Alex Pratt	Associate	2017	\$875	11.60
Brian Turoff	Partner	2003	\$1,300	14.90
Tomer Vandsburger	Associate	2016	\$990	2.80
Hailey Varner Rutledge	Associate	2018	\$890	23.10
Jamie Walker	Indirect Staff	N/A	\$475	1.20

Total Fees Billed:	US\$308,728.80
Total Hours:	328.9
Average Hourly Rate:	US\$938.81

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

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 September 25, 2024****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 “M”**

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 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 Chipman Brown to advise it with regards to the matters related to its appointment and the performance of its duties and powers.

5. The fees and disbursements of Chipman Brown for the period from April 18, 2024 to July 23, 2024 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 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.

- 3 -

6. As set out in the summary included at Exhibit "A", Chipman Brown expended a total of 70.4 hours at an average hourly rate of US\$520.99.

7. 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.

8. The total amount being claimed for the work performed by Chipman Brown for the period from April 18, 2024 to July 23, 2024 is US\$38,885.70, including US\$36,677.50 for fees and US\$2,208.20 for disbursements.

9. 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 **September 25,** )  
**2024**, 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 25<sup>th</sup> day of September, 2024



---

A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

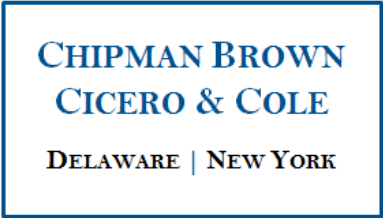
**SUMMARY OF INVOICES OF CHIPMAN BROWN CICERO & COLE, LLP**  
**(Period from April 18, 2024 to July 23, 2024)**

**11426.001 - Deloitte Restructuring Inc. in its role as court appointed receiver for Antamex et al.**

<b>Invoice No.</b>	<b>Period Ending</b>	<b>Fees</b>	<b>Disbursements</b>	<b>Total</b>	<b>Hours</b>
16047	April 30, 2024	\$8,462.50	\$0.00	\$8,462.50	12.5
16163	May 31, 2024	\$21,097.50	\$2,208.20	\$23,305.70	38.8
16267	May 31, 2024	\$4,060.00	\$0.00	\$4,060.00	13.3
16361	June 7, 2024	\$2,535.00	\$0.00	\$2,535.00	4.7
16616	July 23, 2024	\$522.50	\$0.00	\$522.50	1.1
<b>Totals:</b>		<b>\$36,677.50</b>	<b>\$2,208.20</b>	<b>\$38,885.70</b>	<b>70.4</b>

**Average Hourly Rate: \$520.99**

\* All amounts are in USD



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 # 16047  
Date Issued: 05/10/2024  
Payment Due: 06/09/2024

Invoice Number		Total
16047		\$8,462.50
Subtotal		\$8,462.50
Tax		\$0.00
Amount Due		\$0.00

**CHIPMAN BROWN  
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Canada

**11426.001**

**Deloitte Restructuring Inc. in its role as court appointed receiver for Antamex et al.**

<b>Date</b>	<b>Time Keeper</b>	<b>Description</b>	<b>Hours</b>	<b>Total</b>
04/18/2024	MLD	Review Chapter 15 materials	0.40	\$300.00
04/19/2024	MLD	Review Chapter 15 draft filings; correspondence concerning same and filing date	1.10	\$825.00
04/20/2024	MLD	Review Chapter 15 filings; communications with Tina Moss regarding same; address filing	1.20	\$900.00
04/20/2024	MD	Review email message from M. Desgrosseilliers attaching draft petition, motions and proposed orders and save same	0.20	\$60.00
04/22/2024	MD	Review email message from C. McIntyre attaching clean and blackline copies of pleadings	0.10	\$30.00
04/22/2024	MD	Review email messages between T. Moss and M. Desgrosseilliers regarding service of first day pleadings; Review email message from R. Fusco attaching core service list suggested by Clerk's Office; Email message to T. Moss attaching same	0.20	\$60.00
04/22/2024	RF	email to M Desgrosseilliers, M Dero attaching DE service info	0.10	\$30.00
04/24/2024	MD	Review email message from M. Desgrosseilliers regarding motions to seal, redact and reply to same attaching samples	0.20	\$60.00



04/24/2024	MLD	Review Chapter 15 initial filings; review service issues regarding same	1.30	\$975.00
04/25/2024	MLD	Review first day filings; prepare for filing; communications regarding service and related issues	1.40	\$1,050.00
04/26/2024	MLD	Review proposed first day filings; call with Court regarding filing; communications with co-counsel; communications with client and professionals; communications with US Trustee	1.30	\$975.00
04/27/2024	MLD	Review first day filings; communications with co-counsel; communications with US Trustee	0.90	\$675.00
04/28/2024	MD	Review email message from M. Desgrosseilliers attaching draft pleadings sent to U.S. Trustee	0.30	\$90.00
04/29/2024	MLD	Review emails from US Trustee; discussion with co-counsel; prepare for call with US Trustee; communications with US Trustee; review first day filings; review venue matters; review client communications	1.40	\$1,050.00
04/30/2024	MLD	Continue to review US Trustee comments; communications with co-counsel	0.30	\$225.00
04/30/2024	MD	Review email messages between T. Moss and M. Desgrosseilliers are matrix; Review Clerk's Office recommendations and reply to same	0.20	\$60.00
04/30/2024	MD	Review email messages between M. Desgrosseilliers and T. Moss regarding status of filing, etc.; Prepare pro hac motions for T. Moss and P. Jasper and email same to M. Desgrosseilliers	0.30	\$90.00
04/30/2024	MLD	Review first day filings	0.90	\$675.00
04/30/2024	KD	Review service list (.1) and emails with co-counsel regarding approach (.1); begin reviewing first day filings (.4)	0.70	\$332.50
			<b>Quantity Subtotal</b>	<b>12.5</b>

<b>Time Keeper</b>	<b>Position</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Mark Desgrosseilliers	Partner	10.2	\$750.00	\$7,650.00
Kristi Doughty	Counsel	0.7	\$475.00	\$332.50
Michelle Dero	Paralegal	1.5	\$300.00	\$450.00
Renae Fusco	Paralegal	0.1	\$300.00	\$30.00
			<b>Quantity Total</b>	<b>12.5</b>
			<b>Subtotal</b>	<b>\$8,462.50</b>
			<b>Total</b>	<b>\$8,462.50</b>

Payment (06/25/2024)	-\$8,462.50
Balance Owing	\$0.00

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
16047	06/09/2024	\$8,462.50	\$8,462.50	\$0.00

### 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
Unapplied/Misc Client Account Balance					\$6,085.00	

Please make all amounts payable to: Chipman Brown Cicero & Cole, LLP

**To make an online credit card payment:** <https://secure.lawpay.com/pages/chipmanbrown/operating>

Please pay within 30 days.

CHIPMAN BROWN  
CICERO & COLE

DELAWARE | NEW YORK

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[www.ChipmanBrown.com](http://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 # 16163  
Date Issued: 06/06/2024  
Payment Due: 07/06/2024

Invoice Number	Total
16163	\$23,305.70
Subtotal	\$23,305.70
Tax	\$0.00
<b>Amount Due</b>	<b>\$0.00</b>

**CHIPMAN BROWN  
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M5H 0A9  
Canada

**11426.001**

**Deloitte Restructuring Inc. in its role as court appointed receiver for Antamex et al.**

**Services**

<b>Date</b>	<b>Time Keeper</b>	<b>Description</b>	<b>Hours</b>	<b>Total</b>
05/01/2024	MLD	Review petitions and motions prior to filing same; communications with co-counsel; communications from client; communications with Judge's chambers; communications with US Trustee; prepare for hearing	4.20	\$3,150.00
05/01/2024	MD	Review first-day pleadings and motions; file same; prepare for hearing concerning same	4.50	\$1,350.00
05/01/2024	KD	Discussion with Mark Desgrosseilliers regarding approach (.3); review first day pleadings (.8); Exchange emails and telephone calls with paralegal (.5); make revisions to Linc Rogers Declaration, motion for provisional relief, Declaration of Richard Williams - Foreign Representation; redaction motion and agenda (.9)	2.50	\$1,187.50
05/02/2024	MLD	Prepare for hearing; call with client and co-counsel regarding same	2.60	\$1,950.00
05/02/2024	MD	Prepare for hearing	0.70	\$210.00
05/03/2024	MD	Prepare for first day hearing; address claims issues; follow-	3.60	\$1,080.00

		up concerning first day, including entry of orders		
05/03/2024	MLD	Prepare for first day hearing; attend same; follow-up regarding same, including entry of order; communications with opposing counsel concerning same	4.20	\$3,150.00
05/04/2024	MD	Review/revise provisional relief order; address entry of same	0.80	\$240.00
05/04/2024	MLD	Prepare for second day hearing; review interim order and COC for same	0.60	\$450.00
05/05/2024	MD	Review scheduling order and notice	0.10	\$30.00
05/06/2024	MD	Review first day transcript; address entry of orders; review entered order granting provisional relief	2.30	\$690.00
05/06/2024	MLD	Follow-up regarding first day; review/revise notice motion; review correspondence concerning same; communications with US Trustee	1.70	\$1,275.00
05/06/2024	KD	Address claim process with creditor; review revised scheduling order	0.60	\$285.00
05/07/2024	MD	Review/revise service list; revise notice of final recognition hearing	0.80	\$240.00
05/07/2024	KD	Review letter from [REDACTED]	0.40	\$190.00
05/08/2024	MD	Review/revise notice of recognition hearing; finalize and file Notice of Recognition Hearing and Notice of Entry of Provisional Order; address service of notice	0.80	\$240.00
05/08/2024	MLD	Review notice of final recognition hearing; address service of same; communications with co-counsel regarding same	1.20	\$900.00
05/13/2024	MLD	Review correspondence regarding equipment issues	0.20	\$150.00
05/14/2024	MLD	Review correspondence regarding [REDACTED]	0.10	\$75.00
05/20/2024	KD	Exchange emails with Tina Moss and CEO of [REDACTED] regarding information to provide for Canadian bankruptcy	0.20	\$95.00
05/21/2024	KD	Exchange emails with counsel for the Foreign Representative in the Canadian receivership	0.10	\$47.50
05/22/2024	KD	Further communications with CEO of [REDACTED]	0.10	\$47.50
05/28/2024	MLD	Prepare for hearing concerning final approval of recognition	0.30	\$225.00
05/29/2024	MD	Review pleadings and prepare June 5 agenda notice	0.40	\$120.00
05/29/2024	MLD	Review US Trustee communications; communications with co-counsel; prepare for hearing	1.20	\$900.00
05/30/2024	MD	Address entry of final order; review/revise agenda notice; prepare certificate of no objection	0.90	\$270.00

05/30/2024	MLD	Review agenda; communications with co-counsel; prepare for hearing; review/revise final recognition order; research regarding same; communications with counsel for the Office of the United States Trustee	2.80	\$2,100.00
05/31/2024	MD	Revise proposed order and prepare blackline of same; revise certification of counsel regarding same	0.50	\$150.00
05/31/2024	MLD	Continue to review proposed final recognition order and certification of counsel regarding same	0.40	\$300.00
			<b>Quantity Subtotal</b>	<b>38.8</b>
			<b>Services Subtotal</b>	<b>\$21,097.50</b>

### Expenses

Date	Description	Quantity	Rate	Total
05/01/2024	E112 Court fees: Pay.Gov (Filing Fee for Chapter 15 Petition; Tracking ID A11570873; Approval Code 111013))	1.00	\$1,738.00	\$1,738.00
05/01/2024	E112 Court fees: Pay.Gov (Filing Fee for Motion to Redact PII [Tracking ID A11571268; Approval Code 311022])	1.00	\$28.00	\$28.00
05/03/2024	Reliable (Transcript Copy [Inv. #WL116735])	1.00	\$442.20	\$442.20
			<b>Expenses Subtotal</b>	<b>\$2,208.20</b>

Time Keeper	Position	Hours	Rate	Total
Mark Desgrosseilliers	Partner	19.5	\$750.00	\$14,625.00
Kristi Doughty	Counsel	3.9	\$475.00	\$1,852.50
Michelle Dero	Paralegal	15.4	\$300.00	\$4,620.00
			<b>Quantity Total</b>	<b>38.8</b>
			<b>Subtotal</b>	<b>\$23,305.70</b>
			<b>Total</b>	<b>\$23,305.70</b>
			<b>Payment (06/25/2024)</b>	<b>-\$23,285.70</b>
			<b>Credit Note</b>	<b>-\$20.00</b>
			<b>Balance Owing</b>	<b>\$0.00</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
16163	07/06/2024	\$23,305.70	\$23,305.70	\$0.00

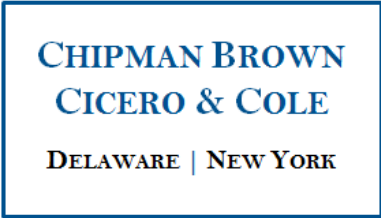
### Unapplied/Misc Client Account

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
<b>Unapplied/Misc Client Account Balance</b>					<b>\$6,085.00</b>	

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Federal I.D. 90-0766994

**Invoice To:**  
Deloitte Restructuring Inc.  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
Ontario  
M5H 0A9  
Canada

Invoice # 16267  
Date Issued: 06/06/2024  
Payment Due: 07/06/2024

Invoice Number		Total
16267		\$4,060.00
Subtotal		\$4,060.00
Tax		\$0.00
Amount Due		\$0.00



**CHIPMAN BROWN  
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Tel: (302) 295-0191  
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Federal ID: 90-0766994

Invoice # 16267  
Date Issued: 06/06/2024  
Payment Due: 07/06/2024

Deloitte Restructuring Inc.  
Bay Adelaide East  
8 Adelaide Street West, Suite 200  
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Canada

**11426.001**

**Deloitte Restructuring Inc. in its role as court appointed receiver for Antamex et al.**

Date	Time Keeper	Description	Hours	Total
05/01/2024	MD	Filing Chapter 15 and related pleadings, preparing agenda, organizing binders for delivery to Judge Stickles, virtual binder for U.S. Trustee	4.00	\$1,200.00
05/01/2024	MD	Review email message from M. Desgrosseilliers regarding first day hearing and time and calendar same; Update agenda notice for final review/comment	0.20	\$60.00
05/02/2024	MD	Discussion with Tyler, Reliable, regarding emails received from creditors, returned email, etc.	0.20	\$60.00
05/02/2024	MD	Register Zoom appearance for (i) M. Desgrosseilliers; (ii) K. Doughty; (iii) T. Moss; (iv) P. Jasper; (v) L. Rogers; and (vi) R. Williams	0.20	\$60.00
05/02/2024	MD	Email messages from/to M. Desgrosseilliers regarding hearing binder; Email message to Reliable regarding status	0.10	\$30.00
05/03/2024	MD	Review email message from Tyler, Reliable, regarding affidavit of service; Review affidavit and reply to same	0.10	\$30.00
05/03/2024	MD	Email message to G. Matthews, Reliable, requesting transcript from today's hearing	0.10	\$30.00
05/03/2024	MD	Review email message from [REDACTED] regarding proof of claim	0.10	\$30.00

		and forward same to M. Desgrosseilliers and K. Doughty		
05/03/2024	MD	Review email message from M. Desgrosseilliers regarding second day hearing and calendar deadlines; Review email messages between T. Moss and M. Desgrosseilliers regarding orders to be filed under certification; Prepare certifications of counsel regarding (i) PII motion; (ii) provisional relief motion; and (iii) scheduling motion; Prepare blackline of provisional relief order; Update scheduling order and attached notice	0.60	\$180.00
05/03/2024	MD	Review email messages between G. Matthews and M. Desgrosseilliers regarding hearing transcript	0.10	\$30.00
05/03/2024	RF	run blackline of foreign rep order	0.20	\$60.00
05/03/2024	MD	Review email message from P. Jasper attaching revised provisional relief order	0.10	\$30.00
05/03/2024	MD	Review email messages between M. Desgrosseilliers and co-counsel regarding provisional relief order (.1); Email message to U.S. Trustee and S. Brown attaching blackline of revised provisional relief order (.1)	0.20	\$60.00
05/03/2024	MD	Email messages from/to M. Desgrosseilliers regarding correct name of S. Brown's client	0.10	\$30.00
05/03/2024	MD	Review email message from P. Subda, Judge Stickles' chambers, regarding issues with emailing Zoom confirmations	0.10	\$30.00
05/03/2024	MD	Review email message from T. Moss attaching master service list; Save and update same	0.20	\$60.00
05/03/2024	MD	Review email message from S. Brown re approval of revised order	0.10	\$30.00
05/03/2024	MD	Update/revise scheduling order and notice of hearing (.2); Prepare blackline (.1); Emails with M. Desgrosseilliers and R. Fusco regarding blackline (.1); Finalize and file Certification of Counsel Regarding Motion of Foreign Representative for Order Scheduling Hearing and Specifying Form and Manner of Service of Notice (.2) and upload proposed order (.1)	0.70	\$210.00
05/03/2024	MD	Review emails from M. Desgrosseilliers regarding certificate of no objection (.1); Prepare certificate of no objection and revise/update proposed order (.2); Finalize and file Certificate of No Objection Regarding Motion of Foreign Representative for Entry of an Order Authorizing Redaction of Certain Personal Identifying Information Within the Consolidated Verified List (.2) and upload proposed order (.1)	0.60	\$180.00
05/03/2024	KD	Review motion to set bar dates; send email to Mark Desgrosseilliers and paralegal regarding [REDACTED]; and [REDACTED].	0.40	\$190.00

05/04/2024	MD	Update proposed order and review same to ascertain all changes were accepted; Finalize and file Certification of Counsel Regarding Motion of Foreign Representative for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code and upload proposed order	0.40	\$120.00
05/06/2024	MD	Prepare notice of withdrawal of certification of counsel and email same to M. Desgrosseilliers (.2); Finalize and file Notice of Withdrawal of Certification of Counsel (.2); Email message to A. Lugano, Judge Stickles' chambers regarding same (.1)	0.50	\$150.00
05/06/2024	MD	Retrieve Order Granting Provisional Relief and email same to CBCC and Perkins teams	0.10	\$30.00
05/06/2024	MD	Revisions to proposed order and notice regarding scheduling recognition hearing, including review of provisional relief order tracking language (.2); Email messages from/to A. Lugano, Judge Stickles' chambers, regarding language to strike (.2); Prepare comparison of orders (.2); Several emails with M. Desgrosseilliers regarding same (.2); Several emails with co-counsel regarding changes, service list, etc. (.2); Review email message from M. Desgrosseilliers regarding comments to certification of counsel and revise same (.2); Finalize and file Certification of Counsel Regarding Motion of Foreign Representative for Entry of Order Scheduling Hearing and Specifying Form and Manner of Service of Notice (.2) and upload proposed order (.2); Email message to A. Lugano regarding same (.1)	1.70	\$510.00
05/06/2024	MD	Review email message from C. McIntyre regarding orders; Email message to C. McIntyre attaching (1) Order Authorizing Redaction of Certain Personal Identifying Information Within the Consolidated Verified List; and (2) Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code	0.20	\$60.00
05/06/2024	MD	Review email messages between U.S. Trustee and M. Desgrosseilliers regarding status of discussions, TRO	0.10	\$30.00
05/07/2024	MD	Email messages to/from M. Desgrosseilliers and T. Moss regarding incorrect contact information for certain parties	0.10	\$30.00
05/07/2024	MD	Update/revise notice of recognition hearing and email same to M. Desgrosseilliers and K. Doughty for review/comment	0.20	\$60.00
05/08/2024	MD	Review email message from T. Moss with comments to notice of recognition hearing and attachments; Update notice; Organize notice and attachments and email same to M. Desgrosseilliers and K. Doughty for review/comment	0.20	\$60.00
05/08/2024	MD	Emails with M. Desgrosseilliers regarding notice of hearing, attachments; Review email messages between M. Desgrosseilliers and T. Moss regarding notice of hearing and additional items to be served; Update notice; Finalize and file Notice of Recognition Hearing and Notice of Entry of Provisional Order; Emails with Reliable regarding service of	0.50	\$150.00

notice				
05/29/2024	MD	Review email message from U.S. Trustee regarding status	0.10	\$30.00
05/30/2024	MD	Review email message from M. Desgrosseilliers regarding agenda notice; Prepare certificate of no objection regarding recognition order; Update June 5 agenda notice; Email message to co-counsel and M. Desgrosseilliers attaching agenda notice for review/comment	0.30	\$90.00
05/30/2024	MD	Review email message from M. Desgrosseilliers regarding informal comments; Revise/update certificate of no objection to certification of counsel and email same to M. Desgrosseilliers	0.20	\$60.00
05/30/2024	MD	Review email message from U.S. Trustee regarding further comments; Update proposed recognition order and prepare comparison; Email message to M. Desgrosseilliers attaching certification of counsel, proposed order and blackline for review	0.20	\$60.00
05/31/2024	MD	Review email message from T. Moss regarding order granting verified petition; Review email message from M. Desgrosseilliers to U.S. Trustee regarding same	0.10	\$30.00
<b>Quantity Subtotal</b>				<b>13.3</b>

<b>Time Keeper</b>	<b>Position</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Kristi Doughty	Counsel	0.4	\$475.00	\$190.00
Michelle Dero	Paralegal	12.7	\$300.00	\$3,810.00
Rena Fusco	Paralegal	0.2	\$300.00	\$60.00
<b>Quantity Total</b>				<b>13.3</b>
<b>Subtotal</b>				<b>\$4,060.00</b>
<b>Total</b>				<b>\$4,060.00</b>
<b>Credit Note</b>				<b>-\$4,060.00</b>
<b>Balance Owing</b>				<b>\$0.00</b>

## Detailed Statement of Account

### Current Invoice

<b>Invoice Number</b>	<b>Due On</b>	<b>Amount Due</b>	<b>Payments Received</b>	<b>Balance Due</b>
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16267	07/06/2024	\$4,060.00	\$4,060.00	\$0.00
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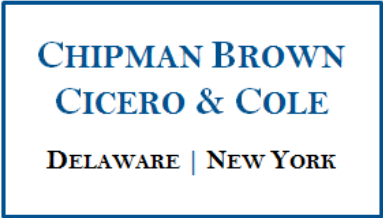
**Unapplied/Misc Client Account**

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
<b>Unapplied/Misc Client Account Balance</b>					<b>\$6,085.00</b>	

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Ontario  
M5H 0A9  
Canada

Invoice # 16361  
Date Issued: 07/09/2024  
Payment Due: 08/08/2024

Invoice Number		Total
16361		\$2,535.00
Subtotal		\$2,535.00
Tax		\$0.00
Amount Due		\$0.00

**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 ID. 90-0766994

Invoice # 16361  
Date Issued: 07/09/2024  
Payment Due: 08/08/2024

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.**

<b>Date</b>	<b>Time Keeper</b>	<b>Description</b>	<b>Hours</b>	<b>Total</b>
06/03/2024	MD	Update certification of counsel; Finalize and file Certification of Counsel Regarding Verified Petition of Foreign Representative; Update June 5 agenda notice; prepare for hearing	1.60	\$480.00
06/03/2024	MLD	Review notice of agenda; revise same; review final order; review certification of counsel regarding same; prepare for hearing concerning same; communications with co-counsel regarding same	1.40	\$1,050.00
06/04/2024	MD	Prepare amended agenda notice canceling June 5 hearing	0.30	\$90.00
06/04/2024	MLD	Review revised agenda notice; address service of final recognition order	0.90	\$675.00
06/06/2024	MD	Review service issues	0.20	\$60.00
06/07/2024	MD	Continue to address service issues	0.10	\$30.00
06/07/2024	MLD	Address service issues for final recognition order	0.20	\$150.00
<b>Quantity Subtotal</b>				<b>4.7</b>

Time Keeper	Position	Hours	Rate	Total
Mark Desgrosseilliers	Partner	2.5	\$750.00	\$1,875.00
Michelle Dero	Paralegal	2.2	\$300.00	\$660.00
Quantity Total				4.7
Subtotal				\$2,535.00
Total				\$2,535.00
Payment (07/11/2024)				-\$2,515.00
Credit Note				-\$20.00
Balance Owing				\$0.00

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
16361	08/08/2024	\$2,535.00	\$2,535.00	\$0.00

### 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
Unapplied/Misc Client Account Balance					\$6,085.00	

Please make all amounts payable to: Chipman Brown Cicero & Cole, LLP

**To make an online credit card payment:** <https://secure.lawpay.com/pages/chipmanbrown/operating>

Please pay within 30 days.



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](http://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 # 16616  
Date Issued: 08/07/2024  
Payment Due: 09/06/2024

Invoice Number	Total
16616	\$522.50
Subtotal	\$522.50
Tax	\$0.00
<b>Amount Due</b>	<b>\$0.00</b>

**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 ID. 90-0766994

Invoice # 16616  
Date Issued: 08/07/2024  
Payment Due: 09/06/2024

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
07/16/2024	KD	Telephone call and review email from Jennifer Doran on behalf of [REDACTED] (.3); exchange emails with Mark Desgrosseilliers and Tina Moss regarding approach (.2)	0.50	\$237.50
07/17/2024	KD	Review emails between Tina Moss and Nationwide's attorney regarding [REDACTED].	0.10	\$47.50
07/19/2024	KD	Exchange emails with co-counsel Tina Moss regarding [REDACTED]; exchange emails with counsel for [REDACTED] regarding possible extension of time.	0.10	\$47.50
07/22/2024	KD	Exchange emails with co-counsel and [REDACTED] regarding request to extend the response deadline	0.20	\$95.00
07/23/2024	KD	Exchange emails with co-counsel and counsel for [REDACTED] regarding request to extend time to respond.	0.20	\$95.00
Quantity Subtotal				1.1

Time Keeper	Position	Hours	Rate	Total
Kristi Doughty	Counsel	1.1	\$475.00	\$522.50

<b>Quantity Total</b>	<b>1.1</b>
<b>Subtotal</b>	<b>\$522.50</b>
<b>Total</b>	<b>\$522.50</b>
<b>Payment (08/09/2024)</b>	<b>-\$522.50</b>
<b>Balance Owing</b>	<b>\$0.00</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
16616	09/06/2024	\$522.50	\$522.50	\$0.00

### 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
<b>Unapplied/Misc Client Account Balance</b>					<b>\$6,085.00</b>	

Please make all amounts payable to: Chipman Brown Cicero & Cole, LLP

**To make an online credit card payment:** <https://secure.lawpay.com/pages/chipmanbrown/operating>

Please pay within 30 days.

This is **Exhibit “B”** referred to in the  
Affidavit of Mark Desgrosseilliers  
sworn before me by video conference  
this 25<sup>th</sup> day of September, 2024



---

A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

**EXHIBIT “B”**

<b>Name of Lawyer</b>	<b>Rank</b>	<b>Year of Call</b>	<b>Hourly Rate (USD)</b>	<b>Total Hours</b>
Michelle Dero	Paralegal	<i>N/A</i>	\$300	31.8
Mark Desgrosseilliers	Partner	1999 – Virginia, Maryland 2001 - Delaware	\$750	32.2
Kristi Doughty	Counsel	1987 – New Jersey, Pennsylvania 1999 - Delaware	\$475	6.1
Renae Fusco	Paralegal	<i>N/A</i>	\$300	0.3

Total Fees Billed:	US\$36,677.50
Total Hours:	70.4
Average Hourly Rate:	US\$520.99

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

## 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 September 25, 2024****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 “N”**

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 RICHARD LEWIS**

I, **Richard Lewis**, of the City of Stamford, in the State of Connecticut, MAKE  
OATH AND SAY:

1. I am a Partner at the law firm of MHR Lewis (US) LLC ("**MHR Lewis**"), 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 MHR Lewis to advise it with regards to the matters related to its appointment and the performance of its duties and powers.

5. The fees and disbursements of MHR Lewis for the period from March 22, 2024 to September 20, 2024 are summarized in the invoice rendered to the Receiver (the “**Invoice**”). The Invoice is a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by MHR Lewis, and are calculated based on MHR Lewis’ standard rates and charges. The Invoice contains information and advice over which privilege is asserted, and which privilege is not waived. As a result, a redacted copy of the Invoice is attached hereto and marked as **Exhibit “A”**. A copy of the complete Invoice has been provided to the Receiver.

6. As set out in the summary included at Exhibit “A”, MHR Lewis expended a total of 46 hours at an average hourly rate of US\$363.64.

7. 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.

8. The total amount being claimed for the work performed by MHR Lewis for the period from March 22, 2024 to September 18, 2024 is US\$16,727.50.

9. 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 **Richard Lewis** of the City of Stamford, in )  
the State of Connecticut, before me at the City )  
of Burlington, in the Regional Municipality of )  
Halton, on **September 25, 2024**, in accordance )  
with O.Reg.431/20, Administering Oath or )  
Declaration Remotely )



\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

Caitlin McIntyre, LSO #72306R



\_\_\_\_\_  
**RICHARD LEWIS**

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

Affidavit of Richard Lewis

sworn before me by video conference  
this 25<sup>th</sup> day of September, 2024



---

A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

SUMMARY OF INVOICES OF MHR LEWIS (US) LLC  
(Period from March 22, 2024 to September 18, 2024)

00607 - Export Development Canada

Invoice No.	Period Ending	Fees	Disbursements	Total	Hours
4144	September 20, 2024	\$16,727.50	\$0.00	\$16,727.50	46.0
Totals:		\$16,727.50	\$0.00	\$16,727.50	46.0

Average Hourly Rate: \$363.64

\* All amounts are in USD



# INVOICE

Invoice # 4144  
Date: 09/25/2024  
Due On: 10/25/2024

## MHR Lewis (US) LLC

706 Bedford Street  
Stamford, CT 06901

Export Development Canada

### 00607-Export Development Canada

### adv 40 TCGI LLC, Et Al

Type	Date	Notes	Quantity	Rate	Attorney	Total
Service	03/22/2024	Conference call w/ Receiver, PC; review documents; research [REDACTED].	2.60	\$550.00	RL	\$1,430.00
Service	03/28/2024	Review all initial documents in preparation for research.	2.90	\$325.00	JS	\$942.50
Service	04/02/2024	Research CT law on [REDACTED], etc.	5.00	\$325.00	JS	\$1,625.00
Service	04/04/2024	Researching CT law on [REDACTED].	6.00	\$325.00	JS	\$1,950.00
Service	04/05/2024	Review CT statutes on [REDACTED].	3.90	\$325.00	JS	\$1,267.50
Service	05/07/2024	Review previous memo and research on [REDACTED].	0.20	\$325.00	JS	\$65.00
Service	05/07/2024	Review Ch. 15 filing in preparation for additional research.	0.20	\$325.00	JS	\$65.00
Service	05/07/2024	Review correspondence with client re new issues to research.	0.10	\$325.00	JS	\$32.50
Service	05/07/2024	Research CT case law on [REDACTED].	4.50	\$325.00	JS	\$1,462.50
Service	05/07/2024	Draft email regarding research findings on CT law.	0.30	\$325.00	JS	\$97.50
Service	05/31/2024	Corr to client re follow up discussion of CT law.	0.30	\$325.00	JS	\$97.50

Service	09/03/2024	Research questions from client on [REDACTED].	3.90	\$325.00	JS	\$1,267.50
Service	09/03/2024	Draft memo to client on new research questions re [REDACTED].	1.50	\$325.00	JS	\$487.50
Service	09/05/2024	Multiple conferences with JS re [REDACTED]. Review research and memo re same.	1.20	\$550.00	RL	\$660.00
Service	09/06/2024	Revise and continue drafting memo on [REDACTED] in CT.	2.00	\$325.00	JS	\$650.00
Service	09/06/2024	Correspondence with client re status of [REDACTED] memo.	0.10	\$325.00	JS	\$32.50
Service	09/17/2024	Conference call with CA counsel and PC re [REDACTED].	0.70	\$550.00	RL	\$385.00
Service	09/17/2024	Review correspondence with client and research memos prior to conference to discuss same.	0.20	\$325.00	JS	\$65.00
Service	09/17/2024	Telephone conference to discuss research memo and plan going forward.	0.50	\$325.00	JS	\$162.50
Service	09/17/2024	Research re [REDACTED].	1.20	\$550.00	RL	\$660.00
Service	09/17/2024	Research post conference call follow up questions regarding [REDACTED].	3.20	\$325.00	JS	\$1,040.00
Service	09/18/2024	Draft memo to client re [REDACTED].	3.30	\$325.00	JS	\$1,072.50
Service	09/18/2024	review revised memo re [REDACTED]; mult conf w/ JS re same; research re same	1.60	\$550.00	RL	\$880.00
Service	09/20/2024	Review/reply to questions on memo concerning [REDACTED]; conf w/ JS re same	0.60	\$550.00	RL	\$330.00

**Subtotal**      **\$16,727.50**

**Total**      **\$16,727.50**

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4144	10/25/2024	\$16,727.50	\$0.00	\$16,727.50
Outstanding Balance				<b>\$16,727.50</b>
Total Amount Outstanding				<b>\$16,727.50</b>

Please make all amounts payable to: MHR Lewis (US) LLC

Please pay within 30 days.

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

Affidavit of Richard Lewis

sworn before me by video conference  
this 25<sup>th</sup> day of September, 2024



---

A Commissioner, etc.

Caitlin McIntyre, LSO #72306R



**EXHIBIT “B”**

<b>Name of Lawyer</b>	<b>Rank</b>	<b>Years in Practice</b>	<b>Hourly Rate (USD)</b>	<b>Total Hours</b>
Richard Lewis	Partner	20	\$550	7.9
Julia Steere	Associate	5	\$325	38.1

Total Fees Billed:	US\$16,727.50
Total Hours:	46.0
Average Hourly Rate:	US\$363.64

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

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 RICHARD LEWIS**  
**Sworn September 25, 2024**

**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

## **CONFIDENTIAL 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

Court File No.: CV-24-718718-00CL

**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

**CONFIDENTIAL APPENDIX**

**CONFIDENTIAL APPENDIX A -  
Summary of Offers  
TO THE SECOND REPORT OF THE RECEIVER  
DATED SEPTEMBER 26, 2024**

**TO BE FILED SEPARATELY WITH THE COURT**

## **CONFIDENTIAL APPENDIX “B”**

**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

**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

**CONFIDENTIAL APPENDIX**

**CONFIDENTIAL APPENDIX B -  
Agreement of Purchase and Sale (unredacted)  
TO THE SECOND REPORT OF THE RECEIVER  
DATED SEPTEMBER 26, 2024**

**TO BE FILED SEPARATELY WITH THE COURT**

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

**SECOND REPORT OF THE RECEIVER**  
**Dated September 26, 2024**

**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

## **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 <sup>ND</sup>
	)	
JUSTICE KIMMEL	)	DAY OF OCTOBER, 2024

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 <sup>ND</sup>
	)	
JUSTICE KIMMEL	)	DAY OF OCTOBER, 2024

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

**APPROVAL, VESTING AND ANCILLARY RELIEF ORDER**

**THIS MOTION**, made by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Antamex Industries ULC (“**Antamex**”) and 256 Victoria Street West ULC (the “**256**”, together with Antamex, the “**Debtors**”) for an order, among other things, approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and 2831450 Ontario Inc. (the “**Purchaser**”) dated August 14, 2024 and appended to the Second Report of the Receiver dated September 26, 2024 (the “**Second Report**”), and vesting in the Purchaser all of 256’s right, title and interest in and to the property described on Schedule “B” hereto (the “**Purchased Assets**”), was heard this day via videoconference.

**ON READING** the Second Report and on hearing the submissions of counsel for the Receiver, and such other persons listed on the participant information form, no one appearing for any other person on the service list, although properly served as appears from the Lawyer Certificate of Service of Caitlin McIntyre sworn [DATE] filed:

Capitalized terms not otherwise defined herein have the meanings given to them in the Second Report.

## **SERVICE**

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

## **APPROVAL AND VESTING**

2. **THIS COURT ORDERS AND DECLARES** that the Proposed Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents

as may be necessary or desirable for the completion of the Proposed Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of 256's right, title and interest in and to the Purchased Assets (the "**Real Property**") shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the 256 Appointment Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject Real Property in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule "C" hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 256 and shall not be void or voidable by creditors of 256, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

**LISTING AGREEMENT**

8. **THIS COURT ORDERS** that the Receiver's execution and delivery of the Listing Agreement and transactions contemplated thereby is hereby approved *nunc pro tunc*. Subject to the provisions of this Order, the Receiver is authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the terms of the Listing Agreement.

9. **THIS COURT ORDERS** the Receiver is authorized and directed to pay to CBRE the Commission on the terms set out in the Listing Agreement upon the successful closing of the Transaction.

**ACTIVITY AND FEE APPROVALS**

10. **THIS COURT ORDERS** that the activities of the Receiver described in the Second Report occurring between May 16, 2024 and September 25, 2024 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.

11. **THIS COURT ORDERS** that the fees of the Receiver in the amount of CAD \$1,127,690.00, plus HST and disbursements for the period from March 1 through to and including August 31, 2024 be and hereby are approved.

12. **THIS COURT ORDERS** that the fees of Blakes in the amount of CAD \$585,681.50, plus HST and disbursements for the period from March 5 through to and including August 31, 2024 be and hereby are approved.

13. **THIS COURT ORDERS** that the fees of Perkins in the amount of USD \$308,728.80, plus disbursements for the period from March 8 through to and including August 31, 2024 be and hereby are approved.

14. **THIS COURT ORDERS** that the fees of Chipman in the amount of USD \$36,677.50, plus disbursements for the period from April 18 through to and including July 23, 2024 be and hereby are approved.

15. **THIS COURT ORDERS** that the fees of MHR in the amount of USD \$16,727.50, plus disbursements for the period from March 22 through to and including September 20, 2024 be and hereby are approved.

#### **RETURN OF PROPERTY**

16. **THIS COURT ORDERS** that Brad McLeod shall, forthwith and no later than 5:00 p.m. on October 31, 2024 return the McLeod Laptop belonging to Antamex in his possession to the Receiver.

#### **SEALING**

17. **THIS COURT ORDERS** that the Confidential Appendices to the Second Report be and hereby are sealed and shall be treated as confidential until the successful closing of the Proposed Transaction.

#### **GENERAL**

18. **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.

19. **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.

20. **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 or filing.

---

**Schedule A – Form of Receiver’s Certificate**

Court File No.: CV-24-718718-00CL

**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

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the “**Court**”) dated April 23, 2024, Deloitte Restructuring Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of 256 Victoria Street West ULC (the “**Debtor**”).

B. Pursuant to an Order of the Court dated [September 25, 2024], the Court approved the agreement of purchase and sale made as of August 14, 2024 (the “**Sale Agreement**”) between the Receiver and 2831450 Ontario Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the



Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Completion Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**DELOITTE RESTRUCTURING INC., in its capacity as Receiver of the undertaking, property and assets of 256 Victoria Street West ULC, and not in its personal capacity**

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule B – Purchased Assets****256 Victoria Street West, Alliston, Ontario**

PIN 58191-0246 (LT): FIRSTLY: PART LOTS 1 & 2 CONCESSION 7 TOSORONTIO; PART LOT 24 SOUTH SIDE WELLINGTON ST PLAN 268; LOT 19 & PART LOTS 20, 21 & 22 NORTH SIDE WELLINGTON ST PLAN 268; LOT 14 EAST SIDE WILLIAM ST PLAN 268; LOT 15 & PART LOT 16 SOUTH SIDE RESERVE PLAN 268; PART WELLINGTON ST, PART WILLIAM ST & PART OF RESERVE PLAN 268 AS CLOSED BY BYLAW RO1299284; ALL BEING PARTS 1 & 2 PLAN 51R27569 SAVE & EXCEPT PARTS 1, 9 & 10 PLAN 51R28296 & SAVE AND EXCEPT PARTS 1 & 2 PLAN 51R41792; SUBJECT TO RO1188992 TRANSFERRED BY RO1189956; SUBJECT TO EASEMENT OVER PARTS 1 & 2 PLAN 51R28169 AS IN LT381359, LT381953, LT381954; SECONDLY: PART LOT 1 CONCESSION 7 TOSORONTIO BEING PART 1 PLAN 51R28460;; TOWN OF NEW TECUMSETH.

**Schedule C – Claims to be deleted and expunged from title to Real Property**

<b>Instrument No.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
SC1666959	2020/03/09	Transfer	\$4,100,000,000	Peter Thomson & Sons Inc.	256 Victoria Street West ULC
SC1814003	2021/08/12	Charge	\$4,500,000	256 Victoria Street West ULC	HSBC Bank Canada
SC1814004	2021/08/12	Notice of Assignment of Rents-General		256 Victoria Street West ULC	HSBC Bank Canada
SC1922458	2022/08/16	Notice	\$2.00	256 Victoria Street West ULC	HSBC Bank Canada

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property  
(unaffected by the Vesting Order)**

General Permitted Encumbrances:

- (a) Encumbrances for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and municipal utilities in connection with the Real Property that have accrued but are not yet due and owing.
- (b) Construction, mechanics', carriers', workers', repairers', storers' or other similar liens or encumbrances (inchoate or otherwise) if individually or in the aggregate: (i) they arose or were incurred in the ordinary course of business; (ii) they have not been filed, recorded or registered in accordance with applicable law; (iii) notice of them has not been given to the Debtor or the Receiver; and (iv) the indebtedness secured by them is not in arrears.
- (c) Registered agreements with any governmental authorities or public utilities, including subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements.
- (d) Registered restrictive covenants, private deed restrictions, leases, notices of lease, easements, covenants, rights of way and other restrictions, including, with limitation: (i) registered easements on real property for the supply of utilities or telephone services and for drainage, storm or sanitary sewers, public utilities lines, telephone lines, cable television lines or other services; and (ii) registered easements or rights-of-way for the passage, ingress and egress of persons and vehicles over parts of the Real Property.
- (e) Facility cost sharing, servicing, parking, reciprocal and other similar agreements with neighbouring landowners and/or governmental authorities.
- (f) Any encroachments by any structure located on the Real Property onto any adjoining lands and any encroachment by any structure located on adjoining lands onto the Real Property.
- (g) Title defects or irregularities, unregistered easements or rights of way, and other unregistered restrictions or discrepancies affecting the use of the Real Property.
- (h) The provisions of applicable laws, including by-laws, regulations, airport zoning regulations, ordinances and similar instruments relating to development and zoning, and any reservations, exceptions, limitations, provisos and conditions contained in the original Crown grant or patent.

Specific Permitted Encumbrances:

<b>Instrument No.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
RO1299284 (shown in property description)		By-law			

<b>Instrument No.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
RO1188992 (shown in property description)					
RO1189956 (shown in property description)					
RO184647	May 22, 1964	By-law			
51R9785	1980/09/23	Plan Reference			
51R22912	1992/04/13	Plan Reference			
51R23477	1992/12/03	Plan Reference			
51R24429	1994/01/26	Plan Reference			
51R25753	1995/10/04	Plan Reference			
51R27569	1998/04/02	Plan Reference			
51R28169	1998/11/04	Plan Reference			
LT381359	1999/03/26	Transfer Easement		Peter Thomson & Sons (1990) Ltd.	1315084 Ontario Inc.
LT381953	1999/03/31	Transfer Easement	\$2.00	Peter Thomson & Sons (1990) Ltd.	Alliston Mills Limited

<b>Instrument No.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
LT381954	1999/03/31	Transfer Easement	\$2.00	Peter Thomson & Sons (1990) Ltd.	Alliston Mills (1997) Limited
51R42322	2019/12/17	Plan Reference			

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**AND**

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

**APPROVAL, VESTING AND**  
**ANCILLARY RELIEF ORDER**  
**Returnable October 2, 2024**

**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

**TAB 4**



Revised: January 21, 2014

Court File No. —: CV-24-00715153-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN BANKRUPTCY AND INSOLVENCY  
(COMMERCIAL LIST)**

THE HONOURABLE ) ~~WEEKDAY~~ WEDNESDAY, THE #  
 ) 2<sup>ND</sup>  
JUSTICE — KIMMEL )  
DAY OF ~~MONTH~~ OCTOBER,  
 ~~20YR~~ 2024

~~BETWEEN:~~

**PLAINTIFF**

**Plaintiff**

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and —  
**DEFENDANT**

**Defendant**

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<sup>ND</sup>  
 )  
JUSTICE KIMMEL ) DAY OF OCTOBER, 2024

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

~~2~~ -

**BETWEEN:**

**ROYAL BANK OF CANADA**

Applicant

- and -

**256 VICTORIA STREET WEST ULC**

Respondent

**APPROVAL ~~AND~~ VESTING AND ANCILLARY RELIEF ORDER**  
**THIS MOTION**, made by ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor" Antamex Industries ULC ("Antamex") and 256 Victoria Street West ULC (the "256", together with Antamex, the "Debtors") for an order, among other things, approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~ 2831450 Ontario Inc. (the "Purchaser") dated ~~[DATE]~~ August 14, 2024 and appended to the Second Report of the Receiver dated ~~[DATE]~~ September 26, 2024 (the "Second Report"), and vesting in the Purchaser ~~the Debtor~~ all of 256's right, title and interest in and to the assets property described ~~in the Sale Agreement~~ on Schedule "B" hereto (the "Purchased Assets"), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ via videoconference.

**ON READING** the Second Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ and such other persons listed on the participant information form, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit of [NAME]~~ Lawyer Certificate of Service of Caitlin McIntyre sworn ~~[DATE]~~ filed<sup>1</sup>:

<sup>1</sup> ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

Capitalized terms not otherwise defined herein have the meanings given to them in the Second Report.

## SERVICE

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

## APPROVAL AND VESTING

2. **THIS COURT ORDERS AND DECLARES** that the Proposed Transaction is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the Receiver<sup>3</sup> is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Proposed Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. ~~2-~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all of ~~the Debtor~~<sup>256</sup>'s right, title and interest in and to the Purchased Assets ~~described in (the Sale Agreement [and listed on Schedule B hereto])~~<sup>4</sup> "Real Property" shall vest absolutely in the Purchaser, free and clear of and from any and all security

<sup>2</sup> In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.

<sup>3</sup> In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.

<sup>4</sup> To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"<sup>5</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the 256 Appointment Order ~~of the Honourable Justice [NAME] dated [DATE]~~; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. ~~3.~~ **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~ Land Titles Division of ~~{LOCATION}~~ Simcoe (No. 51) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject ~~real property identified in Schedule B~~

<sup>5</sup> The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

<sup>6</sup> ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

~~55~~ -

~~hereto (the “Real Property”)~~ in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule “C” hereto.

5.     ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> from the sale of the Purchased Assets (the “Net Proceeds”) shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the ~~net proceeds~~ Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale<sup>8</sup>, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6.     ~~5.~~ **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

~~6. — THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

7.     **THIS COURT ORDERS** that, notwithstanding:

<sup>7</sup> ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

<sup>8</sup> ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

~~-66-~~

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~256 and shall not be void or voidable by creditors of ~~the Debtor~~256, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

### LISTING AGREEMENT

8. ~~THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the Bulk Sales Act (Ontario).~~THIS COURT ORDERS that the Receiver's execution and delivery of the Listing Agreement and transactions contemplated thereby is hereby approved *nunc pro tunc*. Subject to the provisions of this Order, the Receiver is authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the terms of the Listing Agreement.

9. THIS COURT ORDERS the Receiver is authorized and directed to pay to CBRE the Commission on the terms set out in the Listing Agreement upon the successful closing of the Transaction.

### ACTIVITY AND FEE APPROVALS

-7-

10. THIS COURT ORDERS that the activities of the Receiver described in the Second Report occurring between May 16, 2024 and September 25, 2024 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.

11. THIS COURT ORDERS that the fees of the Receiver in the amount of CAD \$1,127,690.00, plus HST and disbursements for the period from March 1 through to and including August 31, 2024 be and hereby are approved.

12. THIS COURT ORDERS that the fees of Blakes in the amount of CAD \$585,681.50, plus HST and disbursements for the period from March 5 through to and including August 31, 2024 be and hereby are approved.

13. THIS COURT ORDERS that the fees of Perkins in the amount of USD \$308,728.80, plus disbursements for the period from March 8 through to and including August 31, 2024 be and hereby are approved.

14. THIS COURT ORDERS that the fees of Chipman in the amount of USD \$36,677.50, plus disbursements for the period from April 18 through to and including July 23, 2024 be and hereby are approved.

15. THIS COURT ORDERS that the fees of MHR in the amount of USD \$16,727.50, plus disbursements for the period from March 22 through to and including September 20, 2024 be and hereby are approved.

#### RETURN OF PROPERTY

16. THIS COURT ORDERS that Brad McLeod shall, forthwith and no later than 5:00 p.m. on October 31, 2024 return the McLeod Laptop belonging to Antamex in his possession to the Receiver.

**SEALING**

17. **THIS COURT ORDERS** that the Confidential Appendices to the Second Report be and hereby are sealed and shall be treated as confidential until the successful closing of the Proposed Transaction.

**GENERAL**

18. **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.

19. ~~9.~~ **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.

20. **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 or filing.



Schedule A ~~—~~ Form of Receiver's Certificate

Court File No. ~~\_\_\_\_\_~~: CV-24-718718-00CL

*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

~~BETWEEN:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~- and -~~

~~DEFENDANT~~

~~Defendant~~

256 VICTORIA STREET WEST ULC

Respondent

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Black of the Ontario Superior Court of Justice (the ~~"Court"~~) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ April 23, 2024, Deloitte Restructuring Inc. was appointed as the receiver (the

~~"Receiver"~~) of the undertaking, property and assets of ~~[DEBTOR]~~ 256 Victoria Street West ULC (the "**Debtor**").

B. Pursuant to an Order of the Court dated [~~DATE~~ September 25, 2024], the Court approved the agreement of purchase and sale made as of [~~DATE OF AGREEMENT~~] August 14, 2024 (the "~~Sale Agreement~~") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ 2831450 Ontario Inc. (the "~~Purchaser~~") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ~~12~~ 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the ~~Closing~~ Completion Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ~~12~~ 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

~~[NAME OF RECEIVER]~~ DELOITTE  
RESTRUCTURING INC., in its capacity as  
Receiver of the undertaking, property and

assets of ~~DEBTOR~~ 256 Victoria Street  
West ULC, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

~~Revised: January 21, 2014~~

**Schedule B — Purchased Assets**

**256 Victoria Street West, Alliston, Ontario**

PIN 58191-0246 (LT): FIRSTLY: PART LOTS 1 & 2 CONCESSION 7 TOSORONTIO; PART LOT 24 SOUTH SIDE WELLINGTON ST PLAN 268; LOT 19 & PART LOTS 20, 21 & 22 NORTH SIDE WELLINGTON ST PLAN 268; LOT 14 EAST SIDE WILLIAM ST PLAN 268; LOT 15 & PART LOT 16 SOUTH SIDE RESERVE PLAN 268; PART WELLINGTON ST, PART WILLIAM ST & PART OF RESERVE PLAN 268 AS CLOSED BY BYLAW RO1299284; ALL BEING PARTS 1 & 2 PLAN 51R27569 SAVE & EXCEPT PARTS 1, 9 & 10 PLAN 51R28296 & SAVE AND EXCEPT PARTS 1 & 2 PLAN 51R41792; SUBJECT TO RO1188992 TRANSFERRED BY RO1189956; SUBJECT TO EASEMENT OVER PARTS 1 & 2 PLAN 51R28169 AS IN LT381359, LT381953, LT381954; SECONDLY: PART LOT 1 CONCESSION 7 TOSORONTIO BEING PART 1 PLAN 51R28460;; TOWN OF NEW TECUMSETH.

~~1380-9650-4847.1~~

~~DOCSTOR: 1201927\14~~

~~Revised: January 21, 2014~~

**Schedule C ~~—~~ Claims to be deleted and expunged from title to Real Property**

<u>Instrument No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>SC1666959</u>	<u>2020/03/09</u>	<u>Transfer</u>	<u>\$4,100,000,000</u>	<u>Peter Thomson &amp; Sons Inc.</u>	<u>256 Victoria Street West ULC</u>
<u>SC1814003</u>	<u>2021/08/12</u>	<u>Charge</u>	<u>\$4,500,000</u>	<u>256 Victoria Street West ULC</u>	<u>HSBC Bank Canada</u>
<u>SC1814004</u>	<u>2021/08/12</u>	<u>Notice of Assignment of Rents-Genera</u> <u>l</u>		<u>256 Victoria Street West ULC</u>	<u>HSBC Bank Canada</u>
<u>SC1922458</u>	<u>2022/08/16</u>	<u>Notice</u>	<u>\$2.00</u>	<u>256 Victoria Street West ULC</u>	<u>HSBC Bank Canada</u>

~~1380-9650-4847.1~~

~~DOCSTOR: 1201927\14~~

**Schedule D — Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property  
(unaffected by the Vesting Order)**

General Permitted Encumbrances:

- (a) Encumbrances for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and municipal utilities in connection with the Real Property that have accrued but are not yet due and owing.
- (b) Construction, mechanics', carriers', workers', repairers', storers' or other similar liens or encumbrances (inchoate or otherwise) if individually or in the aggregate: (i) they arose or were incurred in the ordinary course of business; (ii) they have not been filed, recorded or registered in accordance with applicable law; (iii) notice of them has not been given to the Debtor or the Receiver; and (iv) the indebtedness secured by them is not in arrears.
- (c) Registered agreements with any governmental authorities or public utilities, including subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements.
- (d) Registered restrictive covenants, private deed restrictions, leases, notices of lease, easements, covenants, rights of way and other restrictions, including, with limitation: (i) registered easements on real property for the supply of utilities or telephone services and for drainage, storm or sanitary sewers, public utilities lines, telephone lines, cable television lines or other services; and (ii) registered easements or rights-of-way for the passage, ingress and egress of persons and vehicles over parts of the Real Property.
- (e) Facility cost sharing, servicing, parking, reciprocal and other similar agreements with neighbouring landowners and/or governmental authorities.
- (f) Any encroachments by any structure located on the Real Property onto any adjoining lands and any encroachment by any structure located on adjoining lands onto the Real Property.
- (g) Title defects or irregularities, unregistered easements or rights of way, and other unregistered restrictions or discrepancies affecting the use of the Real Property.
- (h) The provisions of applicable laws, including by-laws, regulations, airport zoning regulations, ordinances and similar instruments relating to development and zoning, and any reservations, exceptions, limitations, provisos and conditions contained in the original Crown grant or patent.

Specific Permitted Encumbrances:

<u>Instrument No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>RO1299284</u> (shown in property description)		<u>By-law</u>			
<u>RO1188992</u> (shown in property description)					
<u>RO1189956</u> (shown in property description)					
<u>RO184647</u>	<u>May 22, 1964</u>	<u>By-law</u>			
<u>51R9785</u>	<u>1980/09/23</u>	<u>Plan Reference</u>			
<u>51R22912</u>	<u>1992/04/13</u>	<u>Plan Reference</u>			
<u>51R23477</u>	<u>1992/12/03</u>	<u>Plan Reference</u>			
<u>51R24429</u>	<u>1994/01/26</u>	<u>Plan Reference</u>			
<u>51R25753</u>	<u>1995/10/04</u>	<u>Plan Reference</u>			
<u>51R27569</u>	<u>1998/04/02</u>	<u>Plan Reference</u>			
<u>51R28169</u>	<u>1998/11/04</u>	<u>Plan Reference</u>			
<u>LT381359</u>	<u>1999/03/26</u>	<u>Transfer Easement</u>		<u>Peter Thomson &amp; Sons (1990) Ltd.</u>	<u>1315084 Ontario Inc.</u>

<u>Instrument No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>LT381953</u>	<u>1999/03/31</u>	<u>Transfer Easement</u>	<u>\$2.00</u>	<u>Peter Thomson &amp; Sons (1990) Ltd.</u>	<u>Alliston Mills Limited</u>
<u>LT381954</u>	<u>1999/03/31</u>	<u>Transfer Easement</u>	<u>\$2.00</u>	<u>Peter Thomson &amp; Sons (1990) Ltd.</u>	<u>Alliston Mills (1997) Limited</u>
<u>51R42322</u>	<u>2019/12/17</u>	<u>Plan Reference</u>			



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

**AND**

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

**APPROVAL, VESTING AND**  
**ANCILLARY RELIEF ORDER**  
**Returnable October 2, 2024**

**BLAKE, CASSELS & GRAYDON LLP**  
Barristers and Solicitors  
199 Bay Street  
Suite 4000, Commerce Court West  
Toronto, Ontario M5L 1A9

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Lawyers for the Receiver

Document comparison by Workshare Compare on Thursday, September 26, 2024 8:19:57 PM

Input:	
Document 1 ID	netdocuments://1380-9650-4847/1
Description	Model Approval and Vesting Order (downloaded September 26, 2024)
Document 2 ID	netdocuments://1399-6657-3839/3
Description	AVO re Alliston Premises
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:
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	Count
Insertions	327
Deletions	137
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	464

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

**MOTION RECORD**  
**(Approval, Vesting and Ancillary Relief Order)**  
**Returnable October 2, 2024**

**BLAKE, CASSELS & GRAYDON LLP**

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