

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 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 43, AS AMENDED

**MOTION RECORD
(returnable January 21, 2022)**

DATE: January 18, 2022

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(as at January 18, 2021)

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Tab 1

Court File No.: CV-21-00664429-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED

NOTICE OF MOTION
(returnable January 21, 2022)

Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Certus Automotive Inc. (“**Certus Canada**”) and Keen Point International Inc. (“**Keen Point**”, and collectively with Certus Canada, the “**Debtors**”), will make a motion via videoconference to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on January 21, 2022, at 10:00 a.m. or as soon after. Please refer to the conference details attached as **Schedule “A”** hereto in order to attend the motion and advise if you intend to join the motion by emailing amanda.campbell@dentons.com.

PROPOSED METHOD OF HEARING: The motion is to be heard by video conference.

THE MOTION IS FOR:

1. An Order, substantially in the form attached hereto as **TAB 3** to the Motion Record of the Receiver dated January 18, 2021 (the “**Motion Record**”), for the following relief:
 - (a) abridging the time for service of this Notice of Motion and the Motion Record, and validating service thereof;
 - (b) amending Section 3(k)(i) of the receivership order dated June 25, 2021 (the “**Receivership Order**”) to increase the monetary sale thresholds contemplated therein;
 - (c) approving and authorizing the draft settlement agreement (the “**FGI Settlement Agreement**”) between the Receiver, FGI Worldwide LLC (“**FGI**”), and The Toronto-Dominion Bank, the form of the FGI Settlement Agreement being attached as **Schedule “B”** of the **Confidential Supplement** (as defined herein);
 - (d) approving the second report of the Receiver dated January 18, 2022 (the “**Second Report**”), and the activities of the Receiver as described therein;
 - (e) ordering that the confidential supplement appended to the Second Report, and its corresponding schedules (collectively, the “**Confidential Supplement**”), be sealed from the public record up and until further Order of the Court;
 - (f) approving the fees and disbursements of the Receiver as set out in the affidavit of Jordan Sleeth sworn January 17, 2022 (the “**Sleeth Affidavit**”), and the fees and disbursements of the Receiver’s counsel, Dentons Canada LLP (“**Dentons**”), as set out in the affidavit of Robert Kennedy sworn January 17, 2022 (the “**Kennedy Affidavit**”, and together with the Sleeth Affidavit, the “**Fee Affidavits**”);
 - (g) approving the Receiver’s statement of receipts and disbursements for the period of August 4, 2021 to December 31, 2021 (the “**Interim R&D**”); and
 - (h) such further and other relief as counsel may request and this Honourable Court deems just.

2. Capitalized terms not otherwise defined herein shall have the meaning ascribed to that term pursuant to the Sale Process (as defined herein). Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in U.S. dollars.

THE GROUNDS FOR THE MOTION ARE:

Background

3. The Debtors operated in the business of providing engineering, manufacturing and distribution of specialized chrome plating products for the automotive industry.
4. Pursuant to the Receivership Order, Deloitte was appointed as the Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof. Such property includes machinery and equipment (the “**M&E**”) located at a leased manufacturing facility in Queretaro, Mexico (the “**Mexico Plant**”).
5. TD is a secured lender to the Debtors pursuant to credit and loan agreements granted by TD. TD was owed in excess of CA\$10.3 million and US\$7.4 million as at June 16, 2021 (the “**TD Indebtedness**”). Export Development Canada has provided a limited guarantee of the TD Indebtedness. Given the anticipated recoveries in this receivership, it is clear that TD is the only creditor with any economic interest in the property of the Debtors.
6. The Debtors also obtained financing from FGI. Pursuant to an intercreditor agreement between TD and FGI dated November 15, 2019 (the “**Intercreditor Agreement**”), TD agreed to subordinate its security interest against the Debtor’s assets and property to FGI, except as against certain machinery and equipment.
7. Pursuant to the Order of the Court dated August 12, 2021, the Court approved a sale process for the Property (the “**Sale Process**”), and the Receiver was authorized and directed to implement the Sale Process for the purpose of soliciting interest in and opportunities for a sale of the M&E.
8. As part of the Sale Process, the Receiver, among other things, identified potential purchasers, prepared Sale Process materials, compiled and revised relevant documents,

arranged inspections, marketed the M&E, established and populated a confidential data room, and responded to inquiries. The Mexico Plant where the M&E is located is leased by Certus Automotive (Mexico) S. de R.L. de C.V. (“**Certus Mexico**”). Certus Mexico is a subsidiary of Certus Canada, with Certus Canada owning 99.9% of Certus Mexico’s issued and outstanding shares. Certus Mexico is insolvent and subject to a series of unsecured claims in Mexico but is not under any insolvency administration process in Mexico or in Canada.

Sale Process Update

9. The Receiver experienced significant obstacles in Mexico when attempting to sell the M&E, which are more specifically described in the Second Report. In short, the issues include:
 - (a) Banco Nacional de Comercio Exterior (“**BancoMext**”), which is a state-owned or affiliated bank in Mexico, has asserted a \$6,000,000 claim against Certus Mexico in connection with a loan agreement between Certus Mexico and BancoMext. The Receiver is advised by Mexican counsel that BancoMext’s security is subordinate to TD’s security in Mexico and that BancoMext has not asserted a claim against Certus Canada. As such, the Receiver is advised that BancoMext’s consent is not required in order to convey the M&E. Despite this, various steps taken by BancoMext, including steps to appoint a local judicial administrator and attempts to attach its claim to the assets located at the Mexico Plant (regardless of the ownership of the M&E), have frustrated and delayed the Receiver’s sale efforts;
 - (b) The landlord of the Mexico Plant, Arquitectura Habitacional e Industrial, S.A. de C.V., Parques American Industries, S.A. de C.V., e Impulsora Quertana de Inmuebles and S.A.de C.V. (the “**Landlord**”), has asserted a claim against Certus Mexico for unpaid rent dating back to January 2021. The Receiver was advised that an eviction order could be obtained, and an eviction could be effected within the 30-45 days following issuance of such order. Any prospective purchaser of the M&E will require unfettered access to Mexico Plant in order to take possession of and remove the purchased M&E from the premises. Due to the unresolved rent and

access issues, the Receiver has been unable to guarantee access to the Mexico Plant, which has delayed the Receiver's sale efforts;

- (c) Any prospective purchaser will require various customs forms and documentation in respect of the purchased M&E, including *pedimentos* which are to be duly executed by the Principals (as defined herein) on behalf of Certus Mexico. The Principals alone have the authority to complete this task. To date, the Principals have not agreed to provide the necessary support required by the Receiver, which has delayed the Receiver's sale efforts; and
 - (d) The Receiver understands that there are an additional nine outstanding lawsuits (with total aggregate claims of at least \$1,441,530) issued against Certus Mexico (and in some instances, the Debtors) which has created a tremendous amount of uncertainty regarding the M&E located at the Mexico Plant.
10. While the Receiver selected a Successful Bidder pursuant to the Sale Process, due to the above obstacles, the Receiver has notified the Successful Bidder of these developments, returned the Successful Bidder's deposit, and suspended the Sale Process. The Receiver has also discussed various strategies with its Mexican counsel with a view to addressing the risks associated with, and the development of strategies for, the sale or removal of the M&E from the Mexico Plant without creating any civil or criminal liability against the Receiver, Debtors, the Principals or any prospective purchaser of the M&E.

Increase Monetary Sale Thresholds

11. Pursuant to Section 3(k)(i) of the Receivership Order, the Receiver may only sell the M&E, or any part or parts thereof out of the ordinary course of business, without the approval of the Court in respect of any transaction not exceeding CA\$800,000, provided that the aggregate consideration for all such transactions does not exceed CA\$1,500,000.
12. As described above and in the Second Report, while the Receiver has suspended the Sale Process, it has continued to engage in discussions with parties interested in the M&E with a view to determining if it can conclude alternate transactions within an expedited timeframe and in a commercially reasonable manner that benefits the Debtor's stakeholders

while it attempts to resolve the outstanding issues with BancoMext, the Landlord, the Principals and other stakeholders of the Debtors and Certus Mexico.

13. Following the Landlord's advice that it has initiated an eviction process in connection with the Mexico Plant, the Receiver reviewed the bids received pursuant to the Sale Process and solicited fresh offers for a "quick sale" of the M&E. In this regard, the Receiver has identified two potential transactions (the "**Quick Sale Transactions**") whereby the purchaser would immediately acquire specific pieces of M&E and remove the M&E within a short timeframe. The Receiver is of the view that the completion of the Quick Sale Transactions may be achievable given the Landlord's desire to have the Mexico Plant cleared of all M&E in the immediate term. In addition, the Quick Sale Transactions would not require an auction of the M&E, and thus no extended access period to the Mexico Plant would be required.
14. Due to the time sensitivity of this sale, particularly in light of the Landlord's eviction notice and the competing claims in Mexico, the Receiver respectfully requests that the sale thresholds contained in Section 3(k)(i) of the Receivership Order be increased to "CA1,500,000" and "CA\$3,000,000", such that a sale transaction (or sale transactions) can be completed on expedited "*as is, where is*" basis.

FGI Settlement Agreement

15. As described in the Second Report, the Receiver, FGI and TD have been in discussion since July 2021 regarding certain surplus receivable proceeds collected by FGI (the "**Surplus Proceeds**"), pursuant to its loan agreements with the Debtors (and other related entities) and the Intercreditor Agreement.
16. The Receiver, FGI and TD have agreed on a form of settlement agreement with respect to the treatment of the Surplus Proceeds (the "**FGI Settlement Agreement**"). In summary, the FGI Settlement Agreement provides for the payment of a portion of the remaining Surplus Proceeds in its possession to the Receiver along with the delivery of releases. The Receiver is of the view that the draft FGI Settlement Agreement is appropriate and reasonable in the circumstances. TD has reviewed and supports the draft FGI Settlement

Agreement. As such, the Receiver is respectively requesting for the Court to approve and authorize the form of FGI Settlement Agreement attached as Schedule “B” to the Confidential Supplement.

17. The Receiver is working with FGI and TD to finalize the FGI Settlement Agreement and will provide the Court with an update on January 21, 2022.

Approval of Sealing Order

18. The information contained in the Confidential Supplement, and its corresponding schedules, contain confidential and commercially sensitive information. As noted in the Second Report, the Receiver is of the view that providing a sealing order is reasonable and necessary in the circumstances.

Approval of Fees

19. The Receiver has worked diligently to carry out its duties in good faith and in the best interest of the Debtor’s stakeholders.
20. The Receiver seeks Court approval of its fees and disbursements and those of its legal counsel, Dentons, as detailed in the Second Report and the Fee Affidavits.
21. The Receiver has implemented reasonable measures to control the time spent and costs incurred in these proceedings. In the circumstances, the Receiver is of the view that its fees and disbursements and those of its legal counsel, Dentons, are reasonable.

R&D

22. The Receiver seeks Court approval of its Interim R&D, as further detailed in the Second Report. In the circumstances, the Receiver is of the view that its Interim R&D is reasonable.

Other Grounds

23. Rules 1.04, 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure* (Ontario).
24. Section 243 of the *Bankruptcy and Insolvency Act* (Canada).

25. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

26. The Second Report and Confidential Supplement; and

27. Such further and other material as counsel may advise and this Court may permit.

DATE: January 18, 2022

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Lawyers for Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver and Manager of Certus Automotive Inc. and Keen Point International Inc.

TO: SERVICE LIST

Schedule “A”
Conference Details to join Motion via Zoom

Join Zoom Meeting

<https://dentons.zoom.us/j/93778488916?pwd=b1NRTTVxaVQ5YnZ6MEtxMTRVNXVkZz09>

Meeting ID: 937 7848 8916

Passcode: 161248

Dial by your location

+1 778 907 2071 Canada

+1 613 209 3054 Canada

+1 647 558 0588 Canada

855 703 8985 Canada Toll-free

THE TORONTO-DOMINION BANK

- and -

CERTUS AUTOMOTIVE INC., et al.

Applicant

Respondent

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(returnable January 21, 2022)

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*Lawyers for Deloitte Restructuring Inc., in its capacity as
Court-appointed Receiver and Manager of Certus
Automotive Inc. and Keen Point International Inc.*

Tab 2

Court File No. CV-21-00664429-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

SECOND REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER
DATED JANUARY 18, 2022

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APPENDICES

APPENDIX	DESCRIPTION
A	Appointment Order dated June 25, 2021
B	First Report of the Receiver dated August 6, 2021 (without appendices)
C	Sale Process Order and Endorsement of Justice Koehnen dated August 12, 2021
D	Statement of Receipts and Disbursements for the interim period August 4, 2021 to December 31, 2021 and cumulative period June 25, 2021 to December 31, 2021
E	Affidavit of Jordan Sleeth of Deloitte Restructuring Inc. sworn January 17, 2022
F	Affidavit of Robert Kennedy of Dentons Canada LLP sworn January 17, 2022

CONFIDENTIAL SUPPLEMENT

CONFIDENTIAL SCHEDULES	DESCRIPTION
A	Confidential Supplement to the Second Report of the Receiver
Schedule A	Summary of the Clawback Amounts and Fee Amounts claimed by FGI
Schedule B	Draft FGI Settlement Agreement
Schedule C	Summary of key terms of the Bids received on or prior to the Deadline

INTRODUCTION

1. On June 19, 2021, The Toronto-Dominion Bank (“**TD**”) made an application for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (the “**Receiver**”) without security, of all the assets, undertakings and properties of each of Certus Automotive Inc. (“**Certus Canada**”) and Keen Point International Inc. (“**KPI Canada**”) (collectively, the “**Debtors**”, and together with their subsidiaries, the “**Certus Automotive Group**”) acquired for, or used in relation to a business carried on by the Debtors (the “**Property**”).
2. On June 25, 2021 (the “**Receivership Date**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order (the “**Appointment Order**”) appointing Deloitte as the Receiver of the Property. A copy of the Appointment Order is attached hereto as **Appendix “A”**.
3. Certus Canada is an Ontario corporation which operated as a Tier II global automotive parts manufacturer and distributor. Certus Canada’s main products are chrome plated trim and injection molds for interior and exterior automotive parts. KPI Canada is an Ontario corporation which operated in the business of distributing automobile parts and injection molds internationally. The Debtors operated a global supply chain centrally managed in Toronto, Ontario and wound down operations in early 2021.
4. Certus Automotive, S. De R.L. De C.V. (“**Certus Mexico**”) is a Mexico-based subsidiary of Certus Canada, which was involved in the manufacturing of automobile parts. Certus Mexico operated out of a leased plating and molding facility located in Queretaro, Mexico (the “**Mexico Plant**”).
5. TD is a secured lender to the Debtors pursuant to credit and loan agreements (the “**TD Loan Agreements**”) granted by TD. TD was owed in excess of CA\$10.3 million and US\$7.4 million as at June 16, 2021 (the “**TD Indebtedness**”). Export Development Canada has provided a limited guarantee of the TD Indebtedness. Given the anticipated recoveries in this receivership, it is clear that TD is the only creditor with any economic interest in the Property of the Debtors.
6. The Certus Automotive Group also obtained financing from FGI Worldwide LLC (“**FGI**”). Pursuant to an intercreditor agreement between TD and FGI dated November 15, 2019 (the “**Intercreditor Agreement**”), TD agreed to subordinate its security interest against the Debtors’ assets and property to FGI, except as against certain machinery and equipment.
7. On August 6, 2021, the Receiver issued its first report to Court (the “**First Report**”) for the purpose of, among other things, seeking an order of the Court approving the sale process (the “**Sale**”).

- Process**”) proposed by the Receiver in respect of the Property, primarily consisting of Certus Canada’s machinery and equipment located at the Mexico Plant (the “**M&E**”), and authorizing and directing the Receiver to take all steps and actions reasonably necessary to implement, conduct, and carry-out the Sale Process. A copy of the First Report (without appendices) is attached hereto as **Appendix “B”**.
8. On August 12, 2021, the Court issued an Order (the “**Sale Process Order**”) approving, among other things, the Sale Process. A copy of the Sale Process Order and the accompanying endorsement of Justice Koehnen is attached hereto as **Appendix “C”**.
 9. Copies of the Appointment Order, together with other Court documents and all reports with respect to this matter are available on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/certus.
 10. The Appointment Order, among other things, authorized the Receiver to take possession and market any or all of the Property. Further, sections 3(k) of the Appointment Order authorized the Receiver to sell, convey, transfer, lease or assign the Property or parts of the Property out of the ordinary course of business, without the approval of this Court in respect of any transaction not exceeding CA\$800,000, provided that the aggregate consideration for all such transactions does not exceed CA\$1,500,000.
 11. The purpose of this second report of the Receiver (the “**Second Report**”) is to:
 - (a) provide the Court with additional information in respect of the Debtors and the Property;
 - (b) provide the Court with an evidentiary basis to make an Order:
 - (i) amending Section 3(k)(i) of the Appointment Order to increase the monetary sale thresholds contemplated therein;
 - (ii) approving and authorizing the FGI Settlement Agreement (as defined herein);
 - (iii) approving this Second Report and the activities of the Receiver, including steps taken in dealing with the Property, as described in this Second Report, the Confidential Supplement (as defined herein) and its corresponding schedules;
 - (iv) sealing the confidential supplement to this Second Report and its corresponding schedules (the “**Confidential Supplement**”) filed with this Court from the public record until further Order of this Court, as applicable;
 - (v) approving the professional fees and disbursements of the Receiver and the professional fees and disbursements of its independent legal counsel, Dentons

Canada LLP (“**Dentons**”), for the periods indicated in the Sleeth Affidavit and the Kennedy Affidavit (each as defined herein); and

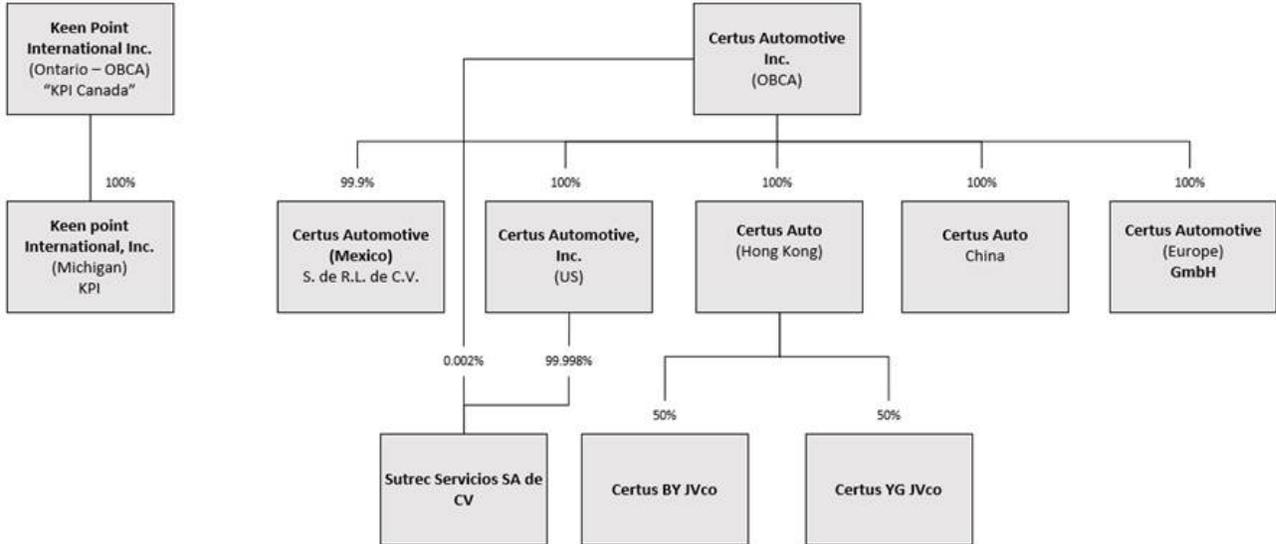
- (vi) approving the Receiver’s Statement of Receipts and Disbursements for the period August 4, 2021 to December 31, 2021.

TERMS OF REFERENCE

12. In preparing this Second Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the books and records of the Debtors, and discussions with management of the Certus Automotive Group (collectively, the “**Information**”). Except as described in this Second Report:
 - (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver 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; and
 - (b) the Receiver has prepared this Second Report in its capacity as a Court-appointed Receiver in connection with the relief sought by the Receiver as described herein. Parties using the Second Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
13. Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in U.S. dollars.
14. Unless otherwise provided, all other capitalized terms not otherwise defined in this Second Report are as defined in the First Report and the Appointment Order.

BACKGROUND

15. Paragraphs 15 to 26 of the First Report detailed the Certus Automotive Group’s international corporate structure, which is summarized below for ease of reference:



16. The Receiver understands that Certus Canada was incorporated in Ontario in 2012 as a replacement for KPI Canada and the manufacturer Xin Point Holdings Limited for all new business. Certus Canada sourced chrome plated automotive parts primarily through two joint ventures in China. These joint ventures would manufacture products and sell the parts to Certus, who would distribute the parts to global customers. In 2017, the Certus Automotive Group's supply chain was supplemented with production from the Mexico Plant. The finance and head office functions for the Certus Automotive Group were based in Toronto, Canada. Moreover, Certus Canada had warehouse and logistics staff located in the Greater Toronto Area.
17. KPI Canada was incorporated in Ontario in 2006 and was engaged in the business of distributing automobile parts internationally.
18. The Debtors are jointly controlled by Rob Mollenhauer ("**Mollenhauer**") and James Prokopetz ("**Prokopetz**", and together with Mollenhauer, the "**Principals**") who directly and indirectly own substantially all of the common shares of the Debtors.
19. Certus Automotive, Inc. (US) ("**Certus US**") is a US-based subsidiary of Certus Canada based in Auburn Hills, Michigan whose operations included sales, engineering, and quality control.
20. As set out above, Certus Mexico is a Mexico-based subsidiary which was involved in the manufacturing of automobile parts. Certus Mexico is 99.9% owned by Certus Canada, and the remaining 0.01% is owned by a holding company controlled by Mollenhauer. Certus Mexico ceased operations in early 2021, prior to the Receivership Date, and terminated 388 of its 400 employees in April 2021. Certus Mexico has limited assets of value, has considerable outstanding

liabilities and is not subject to any insolvency or liquidation proceedings. Activity at Certus Mexico has been under the direction of the Principals since the Receivership Date.

21. Certus Automotive (Europe) GmbH (“**Certus Germany**”) is a Germany-based subsidiary located in Hamburg whose operations involved European sales, marketing, and distribution of automobile parts sourced from the Certus Automotive Group’s operations in China and Mexico. In May 2021, Certus Germany commenced an application for a voluntary insolvency proceeding in Germany. The Receiver understands that this application was subsequently rescinded and Certus Germany is pursuing a wind-down process driven by its management.
22. Certus Automotive, (HK) Limited (“**Certus HK**”) is a Hong Kong-based subsidiary and holding company with a 50% ownership in two joint ventures.
23. As of the Receivership Date, there were three remaining employees of the Debtors in Canada who worked on a very limited part-time basis. Certus Mexico’s remaining employees consist of care and maintenance staff and finance personnel.

RECEIVER’S ACTIVITIES

24. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:
 - (a) continued communications with the Principals and local management of Certus Mexico with respect to prospective buyer site visits, weekly cash budgets, inventory, tax information, , security concerns and other matters;
 - (b) coordinated additional Receiver’s Borrowings to fund ongoing operational and protective disbursements at Certus Mexico and receivership obligations, as described in more detail below;
 - (c) administered the *Wage Earner Protection Program Act* (“**WEPPA**”), which included reviewing proofs of claim and correspondence with employees and Service Canada;
 - (d) continued correspondence with the three Canadian former employees of the Debtors who are temporarily retained by the Receiver to provide assistance with, among other things, banking, collection of accounts receivable, payroll, WEPPA, addressing stakeholder inquiries, negotiations with warehouses, compilation of financial information, and realization efforts;

- (e) ongoing discussions with the various warehouses of the Certus Automotive Group to obtain inventory details to facilitate discussions with customers and an OEM to assess the saleability of inventory;
- (f) successfully negotiated inventory sale and settlement agreements with certain customers and negotiated payments with warehouses to release inventory and coordinate logistics;
- (g) continued communications with the Landlord (as defined herein) of the Mexico Plant in respect of the Receiver's intended course of action and timeline for the sale of the M&E, and subsequent steps taken in Mexico;
- (h) negotiations and correspondence in connection with the MTNA Exit Agreement (as defined herein), as described in more detail below;
- (i) held additional discussions with FGI and its counsel in respect of, among other things, surplus funds held by FGI and accounts receivable, as described in more detail below;
- (j) issued demand letters in respect of outstanding accounts receivable, communications with customers, and other collection activities;
- (k) communicated with the incumbent insurance broker, obtained new coverage, and coordinated renewals of additional policies;
- (l) continued correspondence with Canada Revenue Agency with respect to payroll and HST filings, and audits of the pre-receivership accounts of the Debtors;
- (m) corresponded with creditors and other interested parties;
- (n) corresponded with Dentons on various legal matters relating to the receivership, which includes the involvement of Dentons Lopez Velarde ("**Dentons Mexico**"), as required;
- (o) implemented the Sale Process in accordance with the Sale Process Order as described in more detail below, including correspondence with Conway MacKenzie, LLC ("**Conway MacKenzie**" or the "**Sale Advisor**") and interested parties, reviewing bids, and negotiating the terms of an asset purchase agreement;
- (p) communicated with BancoMext (as defined herein), described in more detail below;
- (q) worked with the Principals to, among other things, review the available books and records, and discuss accounts receivable, inventory, matters relating to the M&E, all known bank accounts, funding of protective disbursements relating to the Mexico Plant, where Certus Canada's M&E is located, and addressing various stakeholder issues;

- (r) corresponded with the Principals concerning the status of the consulting agreements entered into with the Receiver (i.e., the consulting agreements entered into with the Principals that define their obligations to assist and support the Receiver and the related compensation for same), including the terms to extend such agreements and the performance of the Principals' obligations thereunder; and
- (s) addressed additional matters as they arose from time to time.

UPDATE ON MTNA EXIT AGREEMENT AND BOYUAN NEGOTIATIONS

- 25. As summarized at paragraph 32(1) of the First Report, the Receiver negotiated an exit agreement (the "**MTNA Exit Agreement**") between, among other parties, the Debtors, the Receiver, TD, FGI, Moriroku Technology North America and certain related entities ("**MTNA**") and Nantong Boyuan Automotive Parts Co., Ltd. ("**Boyuan**").
- 26. MTNA was a customer of the Certus Automotive Group. Boyuan was a supplier to Certus Canada pursuant to a supply agreement dated May 24, 2016 (the "**BY Supply Agreement**"). Certain subsidiaries of Certus Canada, including Certus Germany, placed purchase orders pursuant to the BY Supply Agreement and accrued an unpaid balance as at the Receivership Date. Boyuan was also party to a joint venture agreement with Certus Canada's subsidiary, Certus HK (the "**BY JV Agreement**"), in respect of a joint venture company under the laws of the People's Republic of China.
- 27. The MTNA Exit Agreement, which was substantially negotiated between MTNA and the Certus Automotive Group prior to the Receivership Date, was intended to wind up the supplier/customer relationships among the various parties thereto and settle all outstanding obligations between the parties.
- 28. Most of the parties signed the MTNA Exit Agreement in or about July 2021, however, Boyuan advised the Receiver that it was not prepared to execute the MTNA Exit Agreement until all matters relating to the BY Supply Agreement and the BY JV Agreement were resolved. Consequently, the MTNA Exit Agreement was put on hold, together with the delivery of all amounts due and payable by MTNA to the Receiver under the MTNA Exit Agreement.
- 29. In December 2021, following protracted negotiations, the Receiver, Boyuan, and certain other interested parties entered into a standalone agreement (the "**Equity Transfer and Release Agreement**"), which, among other things, (i) terminated the Supply Agreement, and (ii) facilitated a transfer of Certus HK's equity interest in the BY JV Agreement to Boyuan.

30. As a result of the completion of the Equity Transfer and Release Agreement, Boyuan consented to and executed the MTNA Exit Agreement. Accordingly, as at December 2021, the MTNA Exit Agreement was fully executed by all parties. On December 20, 2021, the Receiver received the total amounts due to the Certus Automotive Group payable under the MTNA Exit Agreement from MTNA, being the amount \$601,575.
31. As the proceeds payable by MTNA under the MTNA Exit Agreement are subject to FGI's and TD's security, the Receiver negotiated a separate agreement with FGI and TD in July 2021 to permit the Receiver to receive the proceeds resulting from the implementation of the MTNA Exit Agreement, but to hold such proceeds in trust pending resolution of the expense and fee claims and reserves asserted by FGI.

UPDATE ON FGI NEGOTIATIONS

32. As noted above, FGI was a secured creditor of the Certus Automotive Group. Paragraph 32(i) of the First Report set out that the Receiver "*initiated discussions with FGI and its counsel in respect of, among other things, amounts collected to date and a comprehensive reconciliation of potential surplus funds held by FGI (i.e., in excess of amounts advanced to the Certus Automotive Group) against which FGI is asserting certain reserves that may in total exceed the surplus*".
33. The Receiver, FGI and TD had several discussions regarding a reconciliation and negotiation over an allocation and release of certain surplus receivable proceeds collected by FGI prior to the Receivership Date pursuant to its loan agreements with the Debtors and the Intercreditor Agreement. In short, following the full repayment of the FGI indebtedness, FGI collected/received further proceeds due to the Debtors (the "**Surplus Proceeds**"), which form part of the receivership estate and part of TD's secured claim.
34. Notwithstanding the surplus position, FGI asserted various holdbacks based on third party contingent claims that may be asserted against FGI such that in the event such claims are payable, FGI would suffer a shortfall on the current full repayment (the "**Clawback Amounts**"). Additionally, FGI asserted various claims for fees and expenses due and payable by the Certus Automotive Group (the "**Fee Amounts**"). As a result of these holdbacks and claims, FGI would not release the Surplus Proceeds to the Receiver. The Receiver and TD disputed the validity of the claims asserted by FGI outlined above. Attached as **Schedule "A"** to the **Confidential Supplement** is a summary of the Clawback Amounts and Fee Amounts claimed by FGI.

35. Following numerous discussions between the Receiver, FGI and TD, the parties have now resolved the outstanding matters between them. The parties are working to execute a settlement agreement (the “**FGI Settlement Agreement**”) in respect of the payment of the Surplus Proceeds, the asserted Clawback Reserves, and the payment of the Fee Amounts. In summary, the FGI Settlement Agreement provides for the payment of a portion of the Surplus Proceeds in FGI’s possession to the Receiver along with the delivery of releases. Attached to **Schedule “B”** of the **Confidential Supplement** is a copy of the draft FGI Settlement Agreement. The draft FGI Settlement Agreement was provided to FGI’s counsel on January 12, 2022. The Receiver is working with FGI and TD to finalize the FGI Settlement Agreement and will provide the Court with an update on January 21, 2022.
36. The Receiver is of the view that the draft FGI Settlement Agreement is appropriate and reasonable in the circumstances.
37. The Receiver seeks approval of the draft FGI Settlement Agreement, substantially in the form attached to **Schedule “B”** of the **Confidential Supplement**. TD has reviewed the FGI Settlement Agreement and supports the form of Order appended to the FGI Settlement Agreement.

THE M&E, CERTUS MEXICO AND THE MEXICO PLANT

38. Based on the Receiver’s review of books and records of the Debtors, direct advice from the Principals, and values allocated to the M&E by Potential Purchasers (as defined below), the Receiver understands that the M&E located at the Mexico Plant represents substantially all of the Property of realizable value. As noted above, the Mexico Plant is leased to Certus Mexico.
39. Certus Canada owns 99.9% of Certus Mexico. While the Receiver is not in possession of Certus Mexico, it has worked closely with the Principals to ensure that asset preservation and realization activities in Mexico are undertaken to maximize the realizations in respect of the M&E. As Certus Mexico does not have its own financial resources, the Receiver has had to advance funds to Certus Mexico as a borrowing to fund the asset preservation and realization activities. To date, approximately \$589,585 has been advanced to Certus Mexico. The Receiver anticipates that any recovery of these advances will be minimal.
40. Moreover, Certus Mexico’s lack of resources, considerable liabilities and failure to initiate a restructuring or liquidation proceeding has resulted in several of its stakeholders initiating recovery actions through the court system in Mexico. As discussed further herein, these actions have frustrated the Receiver’s realization efforts. Accordingly, a significant portion of the Receiver’s

activities have been in respect of securing the M&E located in Queretaro at the Mexico Plant, preparing it for sale, addressing various matters between Certus Mexico and Certus Canada, and assessing the claims filed in Mexico.

UPDATE ON THE SALE PROCESS

Sale Process Implementation

41. As noted in paragraph 33 of the First Report, the Certus Automotive Group carried out a sale process in 2020, which did not result in a successful transaction (the “**Pre-Receivership Sale Process**”).
42. On August 12, 2021, the Court granted the Sale Process Order. Paragraphs 34 to 37 of the First Report summarized the Sale Process proposed by the Receiver, a copy of which is attached as **Appendix “C”** to this Second Report (refer to Schedule “A” to the Sale Process Order).
43. To assist in the implementation of the Sale Process, the Receiver retained an automotive industry turnaround specialist with Conway MacKenzie, who had previously advised the Certus Automotive Group in the 12-month period prior to the Receivership Date and also has extensive knowledge of the Debtors’ assets and operations, the Pre-Receivership Sale Process and the likely universe of potential purchasers.
44. In accordance with the Sale Process Order, the Receiver implemented the Sale Process which generated considerable interest in the M&E and resulted in the selection of a successful bidder.
45. A chronology of the key activities undertaken by the Receiver in respect of the Sale Process is as follows:

Timing	Activity
June 25, 2021 to July 20, 2021	<ul style="list-style-type: none"> • Identified potential purchasers (each, a “Potential Purchaser”). • Prepared a marketing teaser (the “Teaser”) and form of non-disclosure agreement (“NDA”) for circulation to Potential Purchasers. • Compiled and reviewed information required by Potential Purchasers to assess the assets. • Arranged third-party inspection of assets and prepared an equipment listing for use by Potential Purchasers. • Responded to calls and inquiries from Potential Purchasers.
July 21, 2021	<ul style="list-style-type: none"> • Distributed the Teaser and NDA to Potential Purchasers.

Timing	Activity
July 29, 2021	<ul style="list-style-type: none"> Established an electronic data room (the “Data Room”) with information for Potential Purchasers who executed an NDA to assess the equipment and acquisition opportunity.
July 22, 2021 to September 1, 2021	<ul style="list-style-type: none"> Continued support to Potential Purchasers (e.g., responded to inquiries, negotiated NDA’s, arranged site visits). Placed an advertisement in Automotive News, an industry publication.
September 2, 2021	<ul style="list-style-type: none"> Deadline for submission of offers.
September 2, 2021 to September 16, 2021	<ul style="list-style-type: none"> Reviewed and clarified bids (each, a “Bid”), selected, shortlisted Bids (each a “Shortlisted Bid”) and consulted with stakeholders about the results of the Sale Process. Selection of the most advantageous Shortlisted Bid conditional on Court approval.
September 16, 2021 to September 21, 2021	<ul style="list-style-type: none"> Negotiated terms of an agreement of purchase and sale (“APA”) with the successful bidder (the “Successful Bidder”).
September 21, 2021	<ul style="list-style-type: none"> Notified the Successful Bidder that the Sale Process was required to be suspended due to the actions of certain Certus Mexico creditors in Mexico.

46. The Sale Process results are summarized in the table below:

Parties Contacted	Parties Contacted	NDAs Executed	Bids Submitted⁽¹⁾	Successful Bid
Auctioneers/Liquidators			5	1
Strategic bidders (industry participants)			1	0
Total	21	18	6	1

⁽¹⁾ Several auctioneers collaborated on their bids

47. A summary of the key terms of the six Bids received on or prior to the Deadline is attached to **Schedule “C”** of the **Confidential Supplement**.

48. The Successful Bidder’s offer contemplated a marketing and auction process of Certus Canada’s M&E, with a targeted exit of the Mexico Plant by December 31, 2021.

The Sale Process is Frustrated

49. In September 2021, following the determination of the Successful Bidder, the Receiver, the Successful Bidder, and their respective counsel, commenced negotiations in respect of an agreement of purchase sale. However, during the course of the negotiations, the Receiver became

aware of various issues in Mexico which served to frustrate the Receiver's ability to conclude an asset purchase agreement with the Successful Bidder in accordance with the Sale Process.

50. First, Banco Nacional de Comercio Exterior ("**BancoMext**"), which is a state-owned or affiliated bank in Mexico, obtained a \$6,000,000 judgment against Certus Mexico in connection with a loan agreement between Certus Mexico and BancoMext. The Receiver understands that Certus Automotive Group guaranteed Certus Mexico's obligations under the loan agreement. The Receiver understands that BancoMext's lawsuit was initiated in or around May 2021, but the Receiver did not learn of the lawsuit and judgment until September 2021.
51. The Receiver is advised by its Mexican legal counsel, Dentons Mexico, that BancoMext is a secured creditor of Certus Mexico, but its security is subordinate to TD's security and that BancoMext has not asserted a direct claim against Certus Canada. As such, the Receiver is advised that BancoMext's consent is not required in order to deal with the M&E. However, despite this, and due to the various steps taken by BancoMext in its action, including steps to appoint a local judicial administrator to monitor the assets located at the Mexico Plant and to seize or "attach" its claim to the M&E located at the Mexico Plant (regardless of the ownership of the M&E), the BancoMext action presented significant issues in completing a sale of the M&E. In particular, the Receiver was unable to deliver any sold M&E to a purchaser with the threat of the judicial administrator asserting a claim over the M&E that had to be litigated in court in Mexico. The delay and uncertainty as to the timing of and/or a potential ruling in favour of the judicial administrator prevented the Receiver from concluding a transaction pursuant to the Sale Process.
52. Second, in conjunction with the Receiver's efforts to negotiate with the Successful Bidder, the Receiver was also engaged in without prejudice discussions with the landlord of the Mexico Plant, Arquitectura Habitacional e Industrial, S.A. de C.V., Parques American Industries, S.A. de C.V., e Impulsora Quertana de Inmuebles and S.A. de C.V. (the "**Landlord**"), regarding an access agreement. Unfortunately, those discussions did not result in any agreement.
53. Prospective purchasers of the M&E require unfettered access to the Mexico Plant in order to take possession of and remove the purchased M&E from the Mexico Plant. Due to the unresolved rent and access issues with the Landlord, the Receiver has been unable to guarantee access to the Mexico Plant. Of note, the rent payable by Certus Mexico to the Landlord was approximately \$108,000 monthly and Certus Mexico has not paid rent since January 1, 2021.
54. To secure payment of the rental arrears and/or seek the return of the Mexico Plant, the Landlord filed a lawsuit in Mexico asserting a claim against Certus Mexico for rental arrears and damages

and initiated the required procedural steps to have Certus Mexico evicted from the Mexico Plant. The Receiver learned of such claim in September, 2021. In late November, 2021, in discussions with the Landlord, the Receiver was advised that an eviction order could be obtained in January, 2022 and an eviction could be effected within the 30-45 days following issuance of such order (the “**Mexico Eviction Process**”).

55. Third, the Receiver understands that any purchaser will require various customs forms and purchase/ownership documentation in respect of the purchased M&E, including *pedimentos* (i.e., customs forms) which are to be duly executed by the Principals on behalf of Certus Mexico; the Principals alone have authority to complete this task. To date, the Principals have not agreed to sign such forms, which has delayed the Receiver’s sale efforts. Without such executed documents, the Receiver is unable to sell the M&E. The Receiver is actively negotiating with the Principals to obtain their cooperation pursuant to the consulting agreements. As of the date of this Second Report, the Principals have not committed to support the Receiver to complete the necessary tasks to sell the M&E. The Receiver will update the Court on the status of these discussions on January 21, 2022.
56. Fourth, in addition to the BancoMext lawsuit noted above, the Receiver understands that there are an additional nine other outstanding lawsuits (with total aggregate claims of at least \$1,441,530) issued against Certus Mexico (and in some instances, the Debtors) which has created a tremendous amount of uncertainty regarding the M&E located at the Mexico Plant.
57. In response to the obstacles described above, the Receiver discussed various strategies with its Mexican counsel, Dentons Mexico, with a view to addressing the risks associated with, and the development of strategies for, the sale or removal of the M&E from the Mexican Plant without creating any civil or criminal liability against the Receiver, Certus Automotive Group, the Principals or any prospective purchaser of the M&E.
58. Counsel to the Receiver in Mexico has advised that while commencing a formal insolvency proceeding in Mexico would address the risks and uncertainties discussed above, it would procedurally involve an unjustifiable amount of time to attain a formal determination from the Mexican Courts, and more importantly, in the circumstances, would be cost prohibitive (on this point, the Receiver notes that any formal insolvency proceeding in Mexico would require additional borrowings under the Receivership Order to fund the costs with indeterminate results).

59. Save for the claims referenced above, the full breadth of claims in Mexico is unknown to the Receiver and given the current creditor and landlord issues in Mexico, the Receiver has determined that it would not be able to conclude any transaction pursuant to the terms of any Shortlisted Bid.
60. The Receiver notified the Successful Bidder of these developments and returned the deposit. Currently, the Receiver has suspended the Sale Process and continues to consider sale options in Mexico.

Discussions with Stakeholders and the Receiver's Revised Sale Efforts

61. While the Receiver has suspended the Sale Process, it has continued to engage in discussions with parties interested in the M&E with a view to determining if it can conclude alternate transactions within an expedited timeframe and in a commercially reasonable manner that would benefit the Debtors' stakeholders while it attempts to resolve the outstanding issues with BancoMext, the Landlord, the Principals and other stakeholders of the Debtors and Certus Mexico.
62. Following the Landlord's advice that it has initiated the Mexico Eviction Process, the Receiver reviewed the Bids received pursuant to the Sale Process and solicited fresh offers for a "quick sale" of the M&E (unlike the Successful Bid which entailed conducting an auction at the Mexico Plant). In this regard, the Receiver has identified two potential transactions (the "**Quick Sale Transactions**") whereby the purchaser would immediately acquire specific pieces of M&E and remove the M&E within a short timeframe. The Receiver is of the view that completion of Quick Sale Transactions may be achievable given the Landlord's desire to have the Mexico Plant cleared of all M&E in the immediate term and also because the Quick Sale Transactions do not involve an auction of the M&E such that access to the Mexico Plant for an extended period of time would not be required.
63. Accordingly, the Receiver is requesting an Order amending the monetary sale thresholds contained in section 3(k)(i) of the Appointment Order from CA\$800,000 and CA\$1,500,000 to CA\$1,500,000 and CA\$3,000,000, respectively. The Receiver is of the view that, given the nature and value of the M&E, individual transactions can be administered under a tight timeline and in a standardized manner without requiring additional Court attendances such that the proposed amendment to the sale thresholds will provide the Receiver the necessary authority to conclude appropriate transactions in short order. The Receiver notes that the only creditor with an economic interest in the proceeds from the Certus Canada estate is TD.

Target Assets

64. Certus Canada made significant capital investments in the chrome plating line (the “**Plating Line**”). The Plating Line is a highly specialized and physically large system which is not readily or economically transferable to another facility. The Receiver did not receive a commercially reasonable offer from a strategic buyer or going-concern purchaser with the intent to continue operations at the Mexico Plant. However, the Receiver understands there may be scrap value for the Plating Line upon completing a dismantle and removal.
65. Based on the Receiver’s review of offers for the M&E, negotiations with prospective purchasers, and discussions with the Principals, the most significant value is concentrated in approximately 13 injection molding machines (“**IMM**”) and ancillary equipment which consist of numerous lower value units important to end-user buyers of the IMM units, which the Receiver will seek to sell as part of the transactions.

RECEIVER’S BORROWINGS

66. Paragraph 21 of the Appointment Order authorizes the Receiver to borrow funds, as it considers necessary, to a maximum outstanding principal amount of CA\$2,000,000 without further Order of the Court, all of which is subject to the Receiver’s Borrowing Charge (as defined in the Appointment Order).
67. The Certus Automotive Group remains non-operational and there were surplus funds in connection with MTNA and FGI which were not immediately available to the receivership estate. Before the MTNA proceeds were collected in December 2021, substantially all cash inflow to the receivership estate to date was provided from the Receiver’s borrowings and recoveries from residual inventory sales and accounts receivable collections.
68. In order to fund immediate and ongoing protective disbursements from the Receivership date through to December 31, 2021, the Receiver has borrowed \$600,000 by way of two (2) Receiver’s Certificates, excluding interest, as follows: (i) \$250,000 (as reported in paragraph 39 of the First Report), plus (ii) \$350,000.
69. At this time, the Receiver is seeking to fund existing and ongoing obligations from future realizations on the sale of the M&E of Certus Canada and is not seeking an increase to the borrowing limit set out in the Appointment Order.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

70. Attached as **Appendix “D”** is a combined Statement of Receipts and Disbursements for the interim period August 4, 2021 to December 31, 2021 and cumulative period June 25, 2021 to December 31, 2021 (the “**R&D**”). As at December 31, 2021, the closing cash balance was: (i) US\$555,214 in the Receiver’s US dollar trust account and (ii) CA\$9,239 in the Receiver’s Canadian dollar trust account.

PROFESSIONAL FEES

71. The Receiver, and its legal counsel, Dentons, have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraphs 19 and 20 of the Appointment Order, the Receiver and its legal counsel were directed to pass their accounts from time to time before this Honourable Court and were granted a Receiver’s Charge over the Property.
72. The fees of the Receiver during the period July 24, 2021 to December 31, 2021 amount to CA \$515,981, and together with disbursements of CA\$30 plus HST in the amount of CA \$67,081, total CA \$583,092. The time spent by the Receiver is more particularly described in the Affidavit of Jordan Sleeth of Deloitte, sworn January 17, 2022 (the “**Sleeth Affidavit**”) in support hereof and is attached hereto as **Appendix “E”**.
73. The legal fees incurred by Dentons during the period August 1, 2021 to December 31, 2021 amount to CA \$460,590.89, and inclusive of with disbursements and HST. The time spent by Dentons personnel is more particularly described in the Affidavit of Robert Kennedy of Dentons, sworn January 17, 2022 (the “**Kennedy Affidavit**”) in support hereof and is attached hereto as **Appendix “F”**.
74. The Receiver respectfully submits that the fees and disbursements of the Receiver and its counsel, as set out in the Sleeth Affidavit and the Kennedy Affidavit (collectively, the “**Professional Fees**”) are reasonable in the circumstances of this case and have been validly incurred in accordance with the provisions of the Appointment Order. Accordingly, the Receiver requests the approval of the Professional Fees.

APPROVAL OF SEALING ORDER

75. The information contained in the **Confidential Supplement**, and its corresponding schedules, contain confidential and commercially sensitive information in relation to the FGI Settlement Agreement and Sale Process. If made public, this information would impair the Sale Process and

the Debtors' estate more generally, and negatively effect the businesses of the counterparties. The Receiver is of the view that providing a sealing order is fair and reasonable in the circumstances.

RECEIVER'S RECOMMENDATIONS

76. For the reasons set out above, the Receiver respectfully recommends that the Court make an Order:
- (a) if necessary, abridging the time for service of the Notice of Motion dated January 18, 2022 and the Motion Record dated January 18, 2022, and validating service thereof;
 - (b) amending Section 3(k)(i) of the Appointment Order to increase the monetary sale thresholds contemplated therein;
 - (c) approving and authorizing the FGI Settlement Agreement;
 - (d) approving this Second Report and the activities of the Receiver, including steps taken in dealing with the Property, as described in this Second Report, the Confidential Supplement and its corresponding schedules;
 - (e) sealing the Confidential Supplement to this Second Report and its corresponding schedules, filed with this Court from the public record until further Order of this Court;
 - (f) approving the Professional Fees;
 - (g) approving R&D; and
 - (h) such further and other grounds as counsel may advise and this Honourable Court may permit.

All of which is respectfully submitted at Toronto, Ontario this 18th day of January, 2022.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as the
Court-appointed Receiver and Manager of
Certus Automotive Inc. and Keen Point
International Inc., and
without personal or corporate liability



Jorden Sleeth, CPA, CA, CIRP, LIT
Senior Vice-President



Stefano Damiani, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix “A”
to the Second Report of the Receiver

Court File No. CV-21-00664429-00CL

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

THE HONOURABLE MADAM)	FRIDAY, THE 25th
)	
JUSTICE CONWAY)	DAY OF JUNE, 2021



THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant 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. as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Certus Automotive Inc. and Keen Point International Inc. (the collectively, the “**Debtors**” or the “**Certus Automotive Group**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day by videoconference due to the COVID-19 crisis.

ON READING the affidavit of Jeffrey Swan sworn June 18, 2021 and the Exhibits attached thereto and on hearing the submissions of counsel for Applicant and the Debtors, no one else appearing although duly served as appears from the affidavit of service of Maureen McLaren sworn June 22, 2021, and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application 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 Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, 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 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, including any funds held in trust by the Debtors or their lawyers, 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 and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, 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 cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, 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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 Debtors, 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 Debtors, 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 \$800,000 provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; 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 Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to commence a foreign legal proceeding to seek the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to

this Order and to assist the Receiver and its agents in carrying out the terms of this Order; and

- (s) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (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 or affairs of the Debtors, 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 DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors 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 Debtors 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 Debtors, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors' 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 Debtors 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 Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. 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*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the 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 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 any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and

shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. 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

17. 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

18. 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.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its 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.

20. 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

21. 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, provided that the outstanding principal amount does not exceed \$2,000,000 (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. 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 monies borrowed, 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.

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

23. 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 amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies 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

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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: www.insolvencies.deloitte.ca/en-ca/Certus.

26. 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 prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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

27. 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.

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

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, 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.

30. 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.

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

32. 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 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.

33. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or

juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal black line.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of Certus Automotive Inc. and Keen Point International Inc. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 25th day of June, 2021 (the "**Order**") made in an application having Court file number CV-21-00664429-00CL, 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 _____, 2021.

Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK
Applicant

CERTUS AUTOMOTIVE INC. et al.
and Respondents

Court File No: CV-21-00664429-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**ORDER
(Appointing Receiver)**

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Appendix “B” to the Second Report of the Receiver

Court File No.: CV-21-00664429-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 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 43, AS AMENDED

FIRST REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER
DATED AUGUST 6, 2021

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APPENDICES

APPENDIX	DESCRIPTION
A	Receivership Appointment Order dated June 25, 2021
B	Marketing Teaser issued July 21, 2021
C	Receivership Sale Process Document
D	Statement of Receipts and Disbursements for the period June 25, 2021 to August 3, 2021
E	Affidavit of Stefano Damiani of Deloitte Restructuring Inc. sworn August 5, 2021
F	Affidavit of Robert Kennedy of Dentons Canada LLP sworn August 6, 2021

INTRODUCTION

1. An application was made on June 19, 2021 by The Toronto-Dominion Bank (“**TD**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (the “**Receiver**”) without security, of all the assets, undertakings and properties of each of Certus Automotive Inc. (“**Certus Canada**”) and Keen Point International Inc. (“**KPI Canada**”) (collectively, the “**Debtors**”, and together with its subsidiaries, the “**Certus Automotive Group**”) acquired for, or used in relation to a business carried on by the Debtors (the “**Property**”).
2. On June 25, 2021 (the “**Receivership Date**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued the order (the “**Appointment Order**”) appointing Deloitte as the Receiver of the Property. A copy of the Appointment Order is attached hereto as **Appendix “A”**.
3. Certus Canada is an Ontario corporation which operated as a Tier II global automotive parts manufacturer and distributor. Certus Canada’s main products are chrome plated trim and injection molds for interior and exterior automotive parts.
4. KPI Canada is an Ontario Corporation which operated in the business of distributing automobile parts and injection molds internationally.
5. The Debtors operated a global supply chain centrally headquartered and managed from 3300 Bloor Street West, Toronto (the “**Head Office Premises**”). As described further herein, the Debtors wound down operations in early 2021 and vacated the Head Office Premises prior to the Receivership Date. In addition to accounts receivable and inventory, the most significant remaining assets consist of machinery and equipment located at a leased manufacturing facility in Queretaro, Mexico (the “**Mexico Plant**”). The Mexico Plant is not currently operating nor producing goods.
6. TD is a secured lender to the Debtors pursuant to credit and loan agreements (the “**TD Loan Agreements**”) granted by TD (the “**TD Indebtedness**”) and is owed in excess of Cdn \$10.3 million and US \$7.4 million as at June 16, 2021. Export Development Canada (“**EDC**”) has provided a limited guarantee of the TD Indebtedness.
7. The Certus Automotive Group also obtained financing from FGI Worldwide LLC (“**FGI**”). Pursuant to an intercreditor agreement dated November 15, 2019 (the “**Intercreditor Agreement**”) between TD and FGI, TD agreed to subordinate its security interest against the Debtors’ assets and property to FGI, except as against certain machinery and equipment. TD and FGI continue to

- reconcile and negotiate an allocation and release of certain proceeds collected by FGI prior to the Receivership Date pursuant to its loan agreements with the Debtors and the Intercreditor Agreement.
8. Copies of the Appointment Order, together with Court documents and all reports with respect to this matter are available on the Receiver's website at www.insolvencies.deloitte.ca/en-ca/certus.
 9. The Appointment Order, among other things, authorized the Receiver to take possession and market any or all of the Property. Further, sections 3(k) of the Appointment Order authorized the Receiver to sell, convey, transfer, lease or assign the Property or parts of the Property out of the ordinary course of business, without the approval of this Court in respect of any transaction not exceeding Cdn \$800,000, provided that the aggregate consideration for all such transactions does not exceed Cdn \$1,500,000.
 10. The purpose of this first report of the Receiver (the "**Report**") is to:
 - (a) provide the Court with additional information in respect of the Debtors and the Property;
 - (b) provide the Court with an evidentiary basis to make an Order:
 - (i) approving the activities of the Receiver as described herein, including steps taken in dealing with the Property;
 - (ii) approving the Sale Process (as defined herein) proposed by the Receiver in respect of the Property, primarily consisting of machinery and equipment located at the Mexico Plant, and authorizing and directing the Receiver to take all steps and actions reasonably necessary to implement, conduct, and carry-out the Sale Process;
 - (iii) approving the Receiver's Statement of Receipts and Disbursements for the period June 25, 2021 to August 3, 2021; and
 - (iv) approving the professional fees and disbursements of the Receiver and the professional fees and disbursements of its independent legal counsel for the periods indicated in the Damiani Affidavit and the Kennedy Affidavit (each as defined herein).

TERMS OF REFERENCE

11. In preparing this Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the books and records of the Debtors, and discussions with management of the Certus Automotive Group (“**Management**”) (collectively, the “**Information**”). Except as described in this Report:
 - (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver 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; and
 - (b) the Receiver has prepared this Report in its capacity as a Court-appointed Receiver in connection with the relief sought by the Receiver as described herein. Parties using the Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
12. Unless otherwise stated, all dollar amounts contained in the Report are expressed in U.S. dollars.
13. Unless otherwise provided, all other capitalized terms not otherwise defined in this Report are as defined in the Appointment Order.

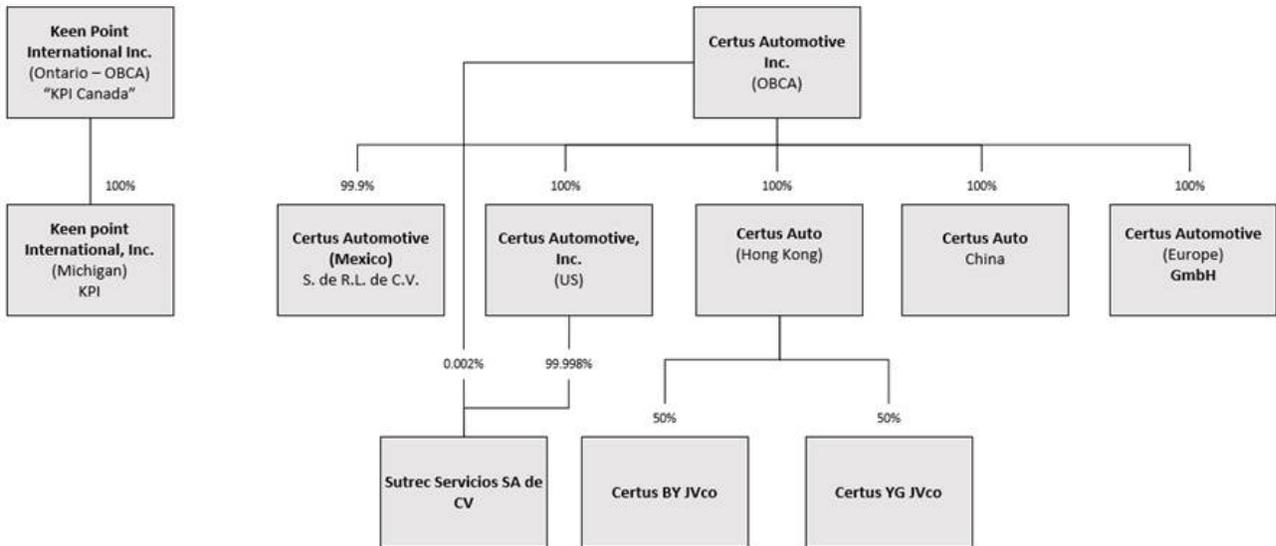
BACKGROUND

Overview

14. The Debtors operated in the business of providing engineering, manufacturing and distribution of specialized chrome plating products for the automotive industry. The Debtors primarily supplied to major Tier I and II automotive suppliers, with additional sales directly to Original Equipment Manufacturers.

Corporate Structure

15. The Debtors operated their business through a group of companies known as the “Certus Automotive Group”, with facilities located in Ontario, Michigan, Texas, China, Mexico and Germany. A simplified version of the corporate structure of the Debtors is as follows:



16. Certus Canada was incorporated in Ontario in 2012 as a replacement for KPI Canada and the manufacturer Xin Point Holdings Limited for all new business. Certus Canada sourced chrome plated automotive parts primarily through two joint ventures in China. These joint ventures would manufacture products and sell the parts to Certus, who would distribute the parts to global customers. In 2017, the Certus Automotive Group’s supply chain was supplemented with production from the Mexico Plant. The finance and head office functions for the Certus Automotive Group were based in Toronto, Canada. Moreover, Certus Canada had warehouse and logistics staff located in the Greater Toronto Area.
17. KPI Canada was incorporated in Ontario in 2006 and was engaged in the business of distributing automobile parts internationally.
18. The Debtors are jointly-controlled by Rob Mollenhauer (“**Mollenhauer**”) and James Prokopetz (“**Prokopetz**”) (together, the “**Principals**”) who directly and indirectly own substantially all of the common shares of the Debtors.
19. The Debtors had a collective headcount of 11 head office employees including one of the Principals, of which all but three were terminated between March 2021 and May 2021.

20. Certus Automotive, Inc. (US) (“**Certus US**”) is a US-based subsidiary based in Auburn Hills, Michigan which operations included sales, engineering, and quality control. Certus US had a headcount of 16 employees, all but one were terminated in April and May 2021.
21. Certus Automotive, S. De R.L. De C.V. (“**Certus Mexico**”) is a Mexico-based subsidiary located in Queretaro which was a plating and molding facility involved the manufacturing of automobile parts. Certus Mexico is 99.9% owned by Certus Canada, and the remaining 0.01% is owned by a holding company controlled by Mollenhauer. Certus Mexico’s headcount consisted of approximately 400 employees during production, of which 388 were terminated in April 2021.
22. Certus Automotive (Europe) GmbH (“**Certus Germany**”) is a Germany-based subsidiary located in Hamburg whose operations involved European sales, marketing, and distribution of automobile parts sourced from the Certus Automotive Group’s operations in China and Mexico. In May 2021, Certus Germany had commenced an application for a voluntary insolvency proceeding in Germany. The Receiver understands that this application was subsequently rescinded and Certus Germany is pursuing a wind-down driven by its management.
23. Certus Automotive (Huizhou) Ltd is an inactive entity.
24. Certus Automotive Shenzhen Co. Ltd. (“**Certus China**”) is a China-based subsidiary located in Shenzhen which was involved in the distribution of automobile parts and injection molds in China. This entity also provided quality control over the joint venture entities in China.
25. Certus Automotive, (HK) Limited (“**Certus HK**”) is a Hong Kong-based subsidiary and holding company with a 50% ownership in two joint ventures.
26. Keen Point International Inc. (Michigan) (“**KPI US**”) is a US-based subsidiary of KPI Canada located in Auburn Hills, Michigan which was involved in sales, engineering, quality and business development. KPI US had no employees in 2021 other than one of the Principals.

Events Leading up to the Receivership

27. The Certus Automotive Group was thinly capitalized due to the use of shareholder advances rather than equity injections, which was further stressed by the working and investment capital requirements from the protracted build and start of operations of the Mexico Plant. In addition, the Certus Automotive Group experienced challenges in respect of industry trends, new global trade policies, and the automotive industry disruptions resulting from COVID-19.

28. As a result of the wind-down of operations and the Mexico Plant ceasing production and being placed in care and maintenance, most of the employees of the Certus Automotive Group were terminated in the months prior to the Receivership Date.
29. As of the Receivership Date, there were 3 remaining employees of the Debtors in Canada who worked on a very limited part-time basis. Moreover, Certus Mexico employees 14 full-time and part-time staff working in functions such as maintenance, logistics, and accounting. As a result of terminations and attrition of key finance and operational staff, the books of the Debtors are not up to date.
30. The Debtors defaulted on their obligations under the TD Loan Agreements. Ultimately, the parties entered into a forbearance agreement in February 2019, which was subsequently amended and extended four (4) times (together, the “**TD Forbearance Agreement**”), to provide the Debtors with an opportunity to (i) refinance the TD Indebtedness, (ii) conduct a divestiture process, or (iii) prepare a wind-down plan. The Debtors repeatedly defaulted under the terms of the TD Forbearance Agreement and were unable to carry out a successful refinancing or sale. In February 2021, the Bank demanded payment of the TD Indebtedness. Moreover, tenuous circumstances at the dormant Mexico Plant including missed lease payments and risk of lapsed insurance raised concerns about the machinery and equipment. Accordingly, TD filled an application for the appointment of the Receiver.

RECEIVER’S ACTIVITIES

31. Based on the books and records of the Debtors, substantially all of the machinery and equipment located at the Mexico Plant is owned by Certus Canada. As mentioned above, Certus Canada owns 99.9% of Certus Mexico. While the Receiver is not in possession of Certus Mexico, it is working closely with the Principals to provide funding to Certus Mexico and, with and through the Principals, is working to ensure that asset preservation and realization activities in Mexico are undertaken to maximize the realizations on the Debtors’ equipment located at the Mexico Plant. Accordingly, a significant portion of the Receiver’s activities have been in respect of securing the machinery and equipment located in Queretaro at the Mexico Plant and preparing them for sale.
32. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:

- (a) on behalf of the Debtors, terminated the employment of the remaining Canadian employees of the Debtors as at the Receivership Date;
- (b) temporarily retained two former employees of Certus Canada and one former employee of KPI Canada to, among other things, provide assistance with banking and accounts receivable, preparation of final payroll calculations to the Receivership Date for the purpose of administering amounts due to employees under the *Wage Earner Protection Program Act* (“WEPPA”), updating certain of the books of the Debtors, addressing various stakeholder inquiries, and compiling data for the collection of receivables and negotiations with warehouses;
- (c) expedited the issuance of WEPPA letter packages to the Debtors’ former employees, and provided assistance to facilitate the filing of WEPPA applications;
- (d) commenced steps to coordinate the preparation and issuance T4 slips to the Debtors’ former employees;
- (e) scheduled an initial discussion with the Principals and local management of Certus Mexico to explain the receivership proceedings and discuss matters going forward during the receivership. The Receiver has maintained regular communication with the Principals and staff at the Mexico Plant to understand the status of the facility, the equipment, the removal of chemicals, security concerns and other matters;
- (f) arranged for representatives of Deloitte Mexico and a third-party auctioneer to attend at the Mexico Plant to, among other things, meet with Management on-site and inspect the machinery and equipment. The third-party auctioneer prepared a machinery and equipment listing that the Receiver has made available to prospective bidders under the Sale Process;
- (g) communicated with the landlord of the Mexico Plant in respect of the Receiver’s intended course of action and timeline for the sale of the assets or business of the Certus Automotive Group;
- (h) arranged for the relocation to the Mexico Plant of certain inventory stored at a third-party warehouse in Mexico;
- (i) initiated discussions with FGI and its counsel in respect of, among other things, amounts collected to date and a comprehensive reconciliation of potential surplus funds held by

FGI (i.e. in excess of amounts advanced to the Certus Automotive Group) against which FGI is asserting certain reserves that may in total exceed the surplus;

- (j) held discussions with the various warehouses of the Certus Automotive Group to obtain inventory details in order to prepare an analysis of which of inventory is saleable or has no economic value;
- (k) provided notice of the Receiver's appointment to the incumbent insurance broker in order to confirm ongoing coverage under the Debtors' insurance policies which also includes Certus Mexico. Additionally, the Receiver has requested to be added as named insured and has sought quotes to restore coverage to levels commensurate with the remaining equipment (given its winding up activities, the Debtors significantly reduced the level of coverage on June 1, 2021, the annual insurance renewal date);
- (l) completed an exit agreement (the "**MTNA Exit Agreement**") between the Certus Automotive Group, the Receiver, TD, FGI and Moriroku Technology North America ("**MTNA**"), a former customer. The MTNA Exit Agreement was substantially negotiated between MTNA and the Certus Automotive Group prior to the Receivership Date. As the proceeds payable by MTNA under the MTNA Exit Agreement are subject to FGI's security, the Receiver negotiated a settlement proceeds agreement with FGI and TD to permit the Receiver to receive the proceeds resulting from the implementation of the MTNA Exit Agreement but to hold such proceeds in trust pending resolution of reserves asserted by FGI;
- (m) informed Canada Revenue Agency ("**CRA**") of the receivership, requested new payroll and HST accounts for the post-receivership period, and requested that CRA initiate audits of the pre-receivership accounts of the Debtors;
- (n) commenced a formal marketing of the Certus Automotive Group's machinery and equipment, as described in later in this Report;
- (o) retained Dentons Canada LLP ("**Dentons**") as the Receiver's independent legal counsel, which includes the involvement of Dentons Mexico, as required;
- (p) retained Conway MacKenzie, LLC ("**Conway MacKenzie**" or the "**Sale Advisor**") to advise on the sale of the business and assets located at the Mexico Plant, as described more particularly later in this Report. Steve Wybo, an automotive industry turnaround specialist with Conway MacKenzie, assisted the Certus Automotive Group in the 12-

month period prior to the Receivership Date and has extensive knowledge of its assets, operations, and the likely universe of potential acquirors for same;

- (q) worked with the Principals to, among other things, review the available books and records, and discuss accounts receivable, inventory, machinery and equipment, all known bank accounts, and established a funding mechanism for protective disbursements relating to the Mexico Plant where the machinery and equipment of Certus Canada is located;
- (r) reviewed and compiled invoice data and accounts receivable for the preparation of demand letters to the Debtors' customers;
- (s) reviewed details and facilitated the return of a vehicle leased from VW Credit Canada;
- (t) opened new bank trust accounts in the name of the Receiver;
- (u) issued receivership notification letters to certain financial institutions and transferred residual funds to the Receiver's trust accounts;
- (v) issued its statutory Notice and Statement of Receiver pursuant to subsections 245(1) and 246(2) of the BIA for each of the Debtors; and
- (w) addressed additional matters as they arose from time to time.

THE DEBTORS' PRIOR REFINANCING AND MARKETING EFFORTS

33. Paragraph 24 of the affidavit of Jeffrey Swan sworn June 18, 2021 (the "**Swan Affidavit**") sets out a list of advisors which the Debtors had retained to assist with wind-down, refinancing, and divestiture options. Paragraphs 38 to 40 of the Swan Affidavit make reference to a sale process carried out in 2020, which ultimately did not result in a successful sale transaction.

THE RECEIVER'S PROPOSED SALE PROCESS

34. The Receiver's proposed sale process (the "**Sale Process**") is a robust process intended to broadly market the assets in a reasonable timeframe. In preparing the Sale Process, the Receiver has retained the Sale Advisor given their extensive knowledge of the Certus Automotive Group's assets, business, prior marketing efforts, and the potential buyer universe for these assets.
35. A chronology of the key activities undertaken or to be undertaken by the Receiver and the Sale Advisor are set out below. In the interests of time, the Receiver has already begun the initial steps

in the Sales Process (noted below as “completed”) as these are common tasks that would need to be performed in any marketing and sale process to be undertaken. However, the Receiver is seeking the Court’s approval of the entire Sale Process.

Timing	Activity
June 25, 2021 to July 20, 2021 (completed)	<ul style="list-style-type: none"> • Identification of potential purchasers (each, a “Potential Purchaser”). • Preparation of a marketing teaser (the “Teaser”) and form of non-disclosure agreement (“NDA”) for circulation to Potential Purchasers. • Compile and review information that will be required by Potential Purchasers to assess their bid(s) for the assets. • Arrange third-party inspection of assets and preparation of equipment listing for use by Potential Purchasers. • Respond to in-bound calls and inquiries.
July 21, 2021 (completed)	<ul style="list-style-type: none"> • Launch the market outreach campaign with an email distribution of the Teaser and NDA to Potential Purchasers. A copy of the Teaser is attached hereto as Appendix “B”.
July 29, 2021 (completed)	<ul style="list-style-type: none"> • Establish and commence populating an electronic data room (the “Data Room”) with information for Potential Purchasers who executed an NDA to assess the equipment and acquisition opportunity.
July 22, 2021 to September 1, 2021 (partially completed)	<ul style="list-style-type: none"> • Continue outreach to Potential Purchasers, respond to inquiries, and execution of NDA’s. • Ongoing compilation and review of information, updating the Data Room. • Coordinate site visits and review of assets by Potential Purchasers. • Place advertisement in an industry publication.
September 2, 2021	<ul style="list-style-type: none"> • Bid deadline for submission of bids, including conditions, supplemental bidder information about its operational background, experience, corporate disclosures, and financial capability.
September 2, 2021 to September 9, 2021	<ul style="list-style-type: none"> • Review of bids (each, a “Binding Bid”), determination as to which Binding Bids were submitted in accordance with the Sale Process (each, a “Qualified Bid”), selection and continued negotiation, if necessary, in respect of Qualified Bids (each, a “Shortlisted Bid”), correspondence and clarifying questions with Shortlisted Bids, and consultations with stakeholders.

Timing	Activity
September 9, 2021	<ul style="list-style-type: none"> • Selection of the most advantageous Qualified Bid/ Shortlisted Bid conditional on Court approval (the “Successful Bid”).
September 9, 2021 to September 16, 2021	<ul style="list-style-type: none"> • Negotiation with the successful bidder and execution of a definitive agreement (a “Definitive Agreement”).
September 30, 2021	<ul style="list-style-type: none"> • Projected date to seek the Court’s approval of the successful purchaser and the corresponding Definitive Agreement (the “Sale Approval Hearing”).
October 1, 2021 to November 30, 2021	<ul style="list-style-type: none"> • Close the transaction set out in the Definitive Agreement. • Implement the terms of the Definitive Agreement (if applicable). • Targeted date for removal of all Property and vacate the associated leased premises.

36. Attached hereto as **Appendix “C”** is a copy of the Sale Process. Other key terms and conditions for the Sale Process are summarized as follows:

- Strategic purchasers are only required to submit one Binding Bid.
- Potential Purchasers that operate as an auctioneer (an “**Auctioneer**”) shall submit two Binding Bids required for all assets as follows, in addition to the other terms set forth in the Sale Process (an “**Auctioneer Bid**”):
 - (a) Cash Purchase Price – an offer to purchase and take title to all of the machinery and equipment at the Mexico Plant. Such offers must ascribe bid values to permit the Receiver to allocate them between the Debtors and Certus Mexico, if required; and
 - (b) Guaranteed Minimum Plus – Auctioneer offers to pay a specified minimum amount for all the machinery and equipment to be auctioned (a “**Net Minimum Guarantee**” or “**NMG**”), and the proceeds from auction above the NMG would be shared by allocation between the bidder and the Receiver based upon a negotiated / proposed structure.
- Each Auctioneer Bid shall, as part of its Binding Bid: (i) provide a brief description of its corporate background, including but not limited to prior experience for projects of this

size/scope, and any prior experience in the automotive or manufacturing industry in Mexico; (ii) demonstrate an in-depth knowledge of the various asset classes available and clear insight on the appropriate channels to market these assets to maximize recovery; (iii) provide evidence of financial ability to close the proposed transaction (e.g. Proof of Funds letter) and appropriate insurance to conclude the transaction; and (iv) specify partners that would participate in the transaction.

- All assets will be sold “as-is”, “where-is” without warranty or liability.
 - Each Auctioneer as part of an Auctioneer Bid shall outline an opinion on the estimated value range of recovery/price per asset/unit on the asset listing included in the Data Room.
 - Bidders will be responsible for (i) coordinating with the local management on-site appropriate documentation to facilitate sale and asset removal; (ii) coordinating removal of all assets using bonded and insured riggers and service providers; and (iii) leaving the Certus Mexico facility “broom clean” and for restoring any damages caused to the premises that occurs as a result of the asset removal.
 - The Receiver will assess and consider whether the Binding Bids, if any, are likely to be consummated and in the best interest of stakeholders.
 - The Receiver shall review all such Binding Bids and may, but shall have no obligation to, enter into a Definitive Agreement with the Potential Purchaser or Potential Purchasers who submitted the best, highest, or otherwise most favourable Binding Bid. The Receiver reserves its right not to accept any Binding Bid or to vary the terms of or terminate the Sale Process. The Receiver reserves the right to deal with one or more Potential Purchasers to the exclusion of others and to accept a Binding Bid or Binding Bids for some or all of the Property.
37. The condensed timeline proposed in the table above reflects the cessation of the business, lack of liquidity to fund ongoing protective disbursements, including ongoing occupancy of the Mexico Plant. Accordingly, the Receiver believes the Sale Process is reasonable in the circumstances set out above.

RECEIVER’S BORROWINGS

38. Paragraph 21 of the Appointment Order authorizes the Receiver to borrow funds, as it considers necessary, to a maximum outstanding principal amount of Cdn \$2,000,000 without further Order

of the Court, all of which is subject to the Receiver's Borrowing Charge (as defined in the Appointment Order).

39. In order to fund immediate and ongoing protective disbursements the Receiver has borrowed US \$250,000 by way of one (1) Receiver's Certificate, excluding interest.
40. The Certus Automotive Group remains non-operational and significant funds remain restricted and subject to further negotiations with FGI. Consequently, substantially all cash inflow to the receivership estate is provided from the Receiver's borrowings.
41. The Receiver expects that additional borrowings will be required to fund existing and ongoing obligations, including but not limited to; payroll, rent, security, utilities, various other protective disbursements, and professional and legal costs that will be incurred during the receivership. The Receiver believes that such borrowings are necessary and appropriate for the benefit of all stakeholders and to enhance value in undertaking the Sale Process. At this time, the Receiver is not seeking an increase to the borrowing limit set out in the Appointment Order.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

42. Attached as **Appendix "D"** is a combined Statement of Receipts and Disbursements for the period June 25, 2021 to August 3, 2021. As at August 3, 2021, the closing cash balance was (i) US \$136,736 in the Receiver's US dollar trust account and (ii) Cdn \$4,122 in the Receiver's Canadian dollar trust account.

PROFESSIONAL FEES

43. The Receiver, and its legal counsel, Dentons, have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraphs 19 and 20 of the Appointment Order, the Receiver and its legal counsel were directed to pass their accounts from time to time before this Honourable Court and were granted a Receiver's Charge over the Property.
44. The fees of the Receiver during the period June 25, 2021 to July 23, 2021 amount to Cdn \$146,350.50, plus HST in the amount of Cdn \$19,025.57, total Cdn \$165,376.07. The time spent by the Receiver is more particularly described in the Affidavit of Stefano Damiani of Deloitte, sworn August 5, 2021 (the "**Damiani Affidavit**") in support hereof and is attached hereto as **Appendix "E"**.

45. The legal fees incurred by Dentons during the period June 25, 2021 to July 31, 2021 amount to Cdn \$78,000, and together with disbursements of Cdn \$60.00 and HST of Cdn \$10,147.80, total Cdn \$88,207.80. The time spent by Dentons personnel is more particularly described in the Affidavit of Robert Kennedy of Dentons, sworn August 6, 2021 (the “**Kennedy Affidavit**”) in support hereof and is attached hereto as **Appendix “F”**.
46. The Receiver respectfully submits that the fees and disbursements of the Receiver and its counsel, as set out in the Damiani Affidavit and the Kennedy Affidavit (collectively, the “**Professional Fees**”) are reasonable in the circumstances of this case and have been validly incurred in accordance with the provisions of the Appointment Order. Accordingly, the Receiver requests the approval of the Professional Fees.

RECEIVER’S RECOMMENDATIONS

47. For the reasons set out above, the Receiver respectfully recommends that the Court make an Order:
- (a) approving the activities of the Receiver, including steps taken in dealing with the Property, as described in this Report;
 - (b) approving the Sale Process proposed by the Receiver, including the steps already completed, and authorizing and directing the Receiver to take all steps and actions reasonably necessary to implement, conduct, and carry-out the Sale Process;
 - (c) approving the Receiver’s Statement of Receipts and Disbursements for the period June 25, 2021 to August 3, 2021; and
 - (d) approving the Professional Fees.

All of which is respectfully submitted at Toronto, Ontario this 6th day of August, 2021.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as the
Court-appointed Receiver and Manager of
Certus Automotive Inc. and Keen Point International Inc.,
and without personal or corporate liability

Per:



Jordan Sleeth, CPA, CA, CIRP, LIT
Senior Vice-President



Stefano Damiani, CPA, CA, CIRP, LIT
Senior Vice-President

THE TORONTO-DOMINION BANK
Applicant

- and -

CERTUS AUTOMOTIVE INC., et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

FIRST REPORT OF THE RECEIVER

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*Lawyers for Deloitte Restructuring Inc., in its capacity as
Court-appointed Receiver and Manager of Certus
Automotive Inc. and Keen Point International Inc.*

Appendix “C”
to the Second Report of the Receiver

Court File No. CV-21-00664429-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	THURSDAY, THE 12 TH DAY
)	
JUSTICE KOEHNEN)	OF AUGUST, 2021

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE
 BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND
 SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED

SALE PROCESS ORDER

THIS MOTION, made by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the court-appointed receiver and manager (the “**Receiver**”) of Certus Automotive Inc. and Keen Point International Inc. (collectively, the “**Debtors**”), for an order,

- (a) abridging the time for service of the Notice of Motion dated August 6, 2021 and the Motion Record dated August 6, 2021 (the “**Motion Record**”) herein and validating service thereof;

- (b) for an order approving the sale process, attached as **Schedule “A”** hereto (the “**Sale Process**”);
- (c) approving the first report of the Receiver dated August 6, 2021 (the “**First Report**”), and the activities of the Receiver as described therein;
- (d) approving the fees and disbursements of the Receiver as set out in the affidavit of Stefano Damiani sworn August 5, 2021 (the “**Receiver’s Fee Affidavit**”), and the fees and disbursements of the Receiver’s counsel, Dentons Canada LLP (“**Dentons**”), as set out in the affidavit of Robert Kennedy sworn August 6, 2021 (“**Dentons’ Fee Affidavit**”, and together with the Receiver’s Fee Affidavit, the “**Fee Affidavits**”);
- (e) approving the Receiver’s interim statement of receipts and disbursements for the period June 25, 2021 to August 3, 2021 (the “**Interim R&D**”); and
- (f) such further and other grounds as counsel may advise and this Honourable Court may permit;

was heard this day by video conference.

ON READING the Motion Record, the First Report, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Amanda Campbell sworn August 6, 2021, filed:

SERVICE

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

SALE PROCESS

2. **THIS COURT ORDERS** that the Sale Process be and is hereby approved and that the Receiver is authorized and directed to implement the Sale Process for the purpose of soliciting interest in and opportunities for a sale of the Property (as defined in the Sale Process).

3. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to perform its obligations under the Sale Process, and to do all things reasonably necessary to do so.

4. **THIS COURT ORDERS** the Receiver and its respective affiliates, partners, employees and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct of the Receiver in performing its obligations under the Sale Process (as determined by this Court).

RECEIVER'S ACTIVITIES

5. **THIS COURT ORDERS** that the First Report and the activities of the Receiver, as described in the First Report, be and are hereby approved.

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Dentons, as set out in the First Report and in the Fee Affidavits, are hereby approved.

7. **THIS COURT ORDERS** that the Interim R&D is hereby approved.

GENERAL

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



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

Schedule "A"

Certus Automotive Group Sale Process

Purpose

1. The proposed sale process (the "**Sale Process**") for Certus Automotive Inc. and Keen Point International Inc. (collectively, the "**Debtors**", and together with its subsidiaries, the "**Certus Automotive Group**") for sale of the Debtor's machinery and equipment (collectively, the "**Property**") will be conducted by Deloitte Restructuring Inc., in its capacity as court-appointed receiver and manager of the Debtors (in such capacity, the "**Receiver**"), in accordance with the terms and timeline set out below.
2. Any contemplated sale shall be subject to approval by the Court.
3. Unless otherwise indicated herein, any event that occurs on a day that is not a business day shall be deemed to occur on the next business day.
4. Notwithstanding anything contained herein, the Receiver shall have the right to enter into an exclusive transaction for the sale of the Property, or any portion thereof, outside the Sale Process prior to the selection of a Successful Bidder (as defined herein).

Sale Process Procedures

5. The Receiver will compile a list of prospective purchasers (collectively with any other party expressing an interest in the Property, the "**Potential Purchasers**"). The Receiver will make reasonable efforts to canvass the interest (if any) in the Property, of all Potential Purchasers.
6. The sale of the Property will be on an "*as is, where is*" basis without representations or warranties of any kind, nature or description by the Receiver, or any of its directors, officers, partners, employees, agents, advisors or estates, except to the extent as may be set forth in a Successful Bid (as defined herein), and approved by the Court. By submitting a bid, each Prospective Bidder (as defined herein) shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Property or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Process or as set forth in a Successful Bid and approved by the Court.

7. The Receiver will distribute to Potential Purchasers an interest solicitation letter (“**Teaser**”) which will provide an overview of this opportunity. A Confidentiality and Non-Disclosure Agreement (“**NDA**”) will also be distributed to the Potential Purchasers. Potential Purchasers will be required to sign the NDA in order to gain access to confidential information and to commence performing due diligence, if the Receiver determines that such Potential Purchaser has a *bona fide* interest in the purchase of the Property (hereinafter referred to as a “**Prospective Bidder**”). All NDAs shall enure to the benefit of any purchaser of the Property.
8. The Receiver will provide to each Prospective Bidder access to a secure electronic data room (the “**Data Room**”) established by the Receiver with information and documentation in the possession of the Receiver (which will include certain relevant and customary financial, operational and other information regarding the Property).
9. The Receiver will also facilitate, due diligence by Prospective Bidders, including arranging site visits, as the Receiver determines appropriate. The Receiver may also attend such site visits as it considers appropriate.
10. Notwithstanding paragraph 8 above, the Receiver shall have the right to deny or limit any Prospective Bidder's access to confidential information at any time, which may include denying access to confidential information, if in the Receiver’s reasonably held view such Prospective Bidder is not likely to be serious about submitting a bid for the Property.
11. The Receiver makes no representation or warranty as to the information to be provided through this due diligence process or otherwise.

Timeline

12. A chart summarizing the material deadlines for the Sale Process is set out below:

Timing	Activity
June 25, 2021 to July 20, 2021 (completed)	<ul style="list-style-type: none"> • Identification of Potential Purchasers. • Preparation of the Teaser and form of NDA for circulation to Potential Purchasers. • Compile and review information that will be required by Potential Purchasers to assess their bid(s) for the assets. • Arrange third-party inspection of assets and preparation of

Timing	Activity
	<p>equipment listing for use by Potential Purchasers.</p> <ul style="list-style-type: none"> • Respond to in-bound calls and inquiries.
July 21, 2021 (completed)	<ul style="list-style-type: none"> • Launch the market outreach campaign with an email distribution of the Teaser and NDA to Potential Purchasers.
July 29, 2021 (completed)	<ul style="list-style-type: none"> • Establish and commence populating the Data Room with information for Potential Purchasers who executed an NDA to assess the equipment and acquisition opportunity.
July 22, 2021 to September 1, 2021 (partially completed)	<ul style="list-style-type: none"> • Continue outreach to Potential Purchasers, respond to inquiries, and execution of NDAs. • Ongoing compilation and review of information, updating the Data Room. • Coordinate site visits and review of assets by Prospective Bidders. • Place advertisement in an industry publication.
September 2, 2021	<ul style="list-style-type: none"> • Bid deadline for submission of bids, including conditions, supplemental bidder information about its operational background, experience, corporate disclosures, and financial capability (the “Bid Deadline”).
September 2, 2021 to September 10, 2021	<ul style="list-style-type: none"> • Review of bids (each, a “Bid”), selection of shortlisted Bids (each, a “Shortlisted Bid”), correspondence and clarifying questions with Shortlisted Bids, and consultations with stakeholders.
September 10, 2021	<ul style="list-style-type: none"> • Selection of the most advantageous Shortlisted Bid, conditional on Court approval.
September 10, 2021 to September 16, 2021	<ul style="list-style-type: none"> • Negotiation with the successful bidder and execution of a definitive agreement (a “Definitive Agreement”).
September 30, 2021	<ul style="list-style-type: none"> • Projected date to seek the Court’s approval of the successful purchaser and the corresponding Definitive Agreement (the “Sale Approval Hearing”).
October 1, 2021 to November 30, 2021	<ul style="list-style-type: none"> • Close the transaction set out in the Definitive Agreement.

Timing	Activity
	<ul style="list-style-type: none"> • Implement the terms of the Definitive Agreement (if applicable). • Targeted date for removal of all Property and vacate the associated leased premises.

13. Subject to any Order of the Court, the dates set out in the Sale Process may be extended by the Receiver in its sole discretion acting reasonably, all with a view of maximizing the value of the Property.

Submission of Bids

14. The Receiver shall seek binding Bids and accompanying materials from Prospective Bidders (each, a “**Binding Bid**”) in accordance with the timeline set out above that provides for:
- (a) delivery of each Binding Bid by the Prospective Bidder on or before the Bid Deadline;
 - (b) the identity of each person or entity (including its shareholders) that is sponsoring or participating in the Binding Bid and the complete terms of such participation, evidence of corporate authority, and proof of such bidder's financial ability to perform the proposed transaction to the satisfaction of the Receiver, acting reasonably;
 - (c) a Binding Bid capable of acceptance and irrevocable 21 days after the Bid Deadline;
 - (d) all Binding Bids are to be accompanied by a deposit (the “**Deposit**”) in the form of a wire transfer (to a bank account specified by the Receiver), in an amount equal to at least 10% of the total consideration contained in the Binding Bid;
 - (e) includes an acknowledgement and representation that the Prospective Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Binding Bid, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents, the Property and/or any other assets to be acquired and liabilities to be assumed in making its Binding Bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business and/or assets to be acquired

or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in any definitive documents;

- (f) no conditions based upon: (i) the outcome of any further due diligence, (ii) obtaining financing, or (iii) any other conditions to closing, except the usual limited conditions such as the issuance by the Court of an order approving the transaction set forth in the Definitive Agreement.
15. Each Bid submitted in accordance with paragraph 14 above shall be a “**Qualified Bid**” and each such Bidder a “**Qualified Bidder**”, as determined by the Receiver.
 16. The Receiver may determine whether to entertain Binding Bids for the Property that do not conform to one or more of the requirements specified herein and deem such Binding Bids to be a Qualified Bid.

Post-Bid Deadline Procedure

17. If one or more Qualified Bids are received the Receiver may:
 - (a) accept one (or more, if for distinct transactions) Qualified Bid(s) (the “**Successful Bid**”) and each Qualified Bidder making the Successful Bid(s) being a “**Successful Bidder**”) and take such steps as are necessary to finalize and complete a Definitive Agreement for the Successful Bid(s) with the Successful Bidder(s); or
 - (b) continue negotiations with a selected number of Qualified Bidders (collectively, “**Shortlisted Bidders**”) with a view to finalizing one or more Definitive Agreements with one or more Shortlisted Bidders.
18. The Receiver shall not be under any obligation to accept the highest or best (or any) Qualified Bid and any selection of the Successful Bid(s) and the Shortlisted Bidder(s) shall be entirely in the discretion of the Receiver. For greater certainty, the Receiver is hereby permitted to decline acceptance of any and all Binding Bids, including Qualified Bids.
19. A Binding Bid may not be withdrawn, modified or amended without the written consent of the Receiver prior to the Successful Bid being determined. Any such withdrawal, modification or amendment made without the written consent of the Receiver prior to the Successful Bid being determined shall result in the forfeiture of such Prospective Bidder’s deposit as liquidated damages and not as a penalty.
20. No one, including any Potential Purchasers, Prospective Bidders, Qualified Bidders, Shortlisted Bidders or Successful Bidders, shall be entitled to nor permitted any break, termination or similar fee or reimbursement of any kind. For greater certainty, all such

persons shall be responsible for their own fees and costs of any kind, including those relating to any due diligence they may have performed, and any Binding Bid they each may make.

21. In the event a Qualified Bidder is not selected as a Successful Bidder, the Deposit shall be returned to the Qualified Bidder as soon as reasonably practicable.

Auctioneer Bids

22. Capitalized terms that are used but not otherwise defined in this section shall have the meaning given to them in the First Report of the Receiver dated August 5, 2021.
23. Strategic purchasers are only required to submit one Binding Bid.
24. Prospective Bidders that operate as an auctioneer (an “**Auctioneer**”) shall submit two Binding Bids required for all assets as follows, in addition to the terms set forth in paragraph 14 herein (an “**Auctioneer Bid**”):
 - (a) Cash Purchase Price – an offer to purchase and take title to all of the Property at the Mexico Plant. Such offers must ascribe bid values to permit the Receiver to allocate them between the Debtors and Certus Mexico, if required; and
 - (b) Guaranteed Minimum Plus – Auctioneer offers to pay a specified minimum amount for all the Property to be auctioned (a “**Net Minimum Guarantee**” or “**NMG**”), and the proceeds from auction above the NMG would be shared by allocation between the Qualified Bidder and the Receiver based upon a negotiated / proposed structure.
25. Each Auctioneer Bid shall, as part of its Binding Bid: (i) provide a brief description of its corporate background, including but not limited to prior experience for projects of this size/scope, and any prior experience in the automotive or manufacturing industry in Mexico; (ii) demonstrate an in-depth knowledge of the various asset classes available and clear insight on the appropriate channels to market these assets to maximize recovery; (iii) provide evidence of financial ability to close the proposed transaction (e.g. Proof of Funds letter) and appropriate insurance to conclude the transaction; and (iv) specify partners that would participate in the transaction.
26. Each Auctioneer as part of an Auctioneer Bid shall outline an opinion on the estimated value range of recovery/price per asset/unit on the asset listing to be included in the Data Room.

Other Terms

27. Qualified Bidders will be responsible for: (i) coordinating with the local management on-site appropriate documentation to facilitate sale and asset removal; (ii) coordinating removal of all assets using bonded and insured riggers and service providers; and (iii) leaving the Certus Mexico (as defined above) leased facility “broom clean” and for restoring any damages caused to the premises that occurs as a result of the asset removal.
28. If a Successful Bidder breaches its obligations under the terms of its Binding Bid, and if the Receiver chooses not to proceed with the Successful Bidder, any Deposit submitted in connection with the Successful Bid shall be forfeited to the Receiver as liquidated damages and not as a penalty.
29. The Receiver may: (a) determine which Qualified Bid, if any, is the highest or otherwise best bid, (b) reject at any time before the issuance and entry of an order approving a Successful Bid, any bid that is: (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Sale Process or any order of the Court, or (iii) contrary to the best interests of the receivership estate, and (c) may modify the Sale Process or impose additional terms and conditions on the sale of the Property, acting reasonably.
30. The Receiver shall not have any liability whatsoever to any person or party, including without limitation any Potential Purchasers, Prospective Bidders, Qualified Bidders, Shortlisted Bidders, Auctioneer, Successful Bidders, the Certus Automotive Group, or any creditor or other stakeholder, for any act or omission related to the Sale Process. By submitting a Binding Bid, each Prospective Bidder shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.
31. Following the selection of the Successful Bid(s), and subject to the timeline set out above, the Receiver shall bring a motion to the Court for an order, authorizing and approving a Definitive Agreement, together with the transaction contemplated therein (the “**Transaction**”), and authorizing the Receiver to take such further actions as may be necessary or appropriate, to give effect to the Successful Bid(s) (the “**Approval Order**”).
32. Following the granting of any Approval Order by the Court, the Receiver shall take all reasonable steps necessary to complete the Transaction in accordance with the timeline set out above.
33. Notwithstanding anything else contained herein, if it becomes evident to the Receiver that no Qualified Bids will be received, the Receiver, may terminate the Sale Process.
34. This Sale Process is solely for the benefit of the Receiver and nothing contained in the Sale Process Order or this Sale Process shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise).

THE TORONTO-DOMINION BANK

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Applicant

Respondents

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

PROCEEDING COMMENCED AT TORONTO

SALE PROCESS ORDER

DENTONS CANADA LLP

77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert J. Kennedy (LSO # 474070)

Tel: (416) 367-6756

Fax: (416) 863-4592

robert.kennedy@dentons.com

Mark Freake (LSO # 63656H)

Tel: (416) 863-4456

mark.freake@dentons.com

*Lawyers for Deloitte Restructuring Inc., in its capacity as
Court-appointed Receiver and Manager of Certus
Automotive Inc. and Keen Point International Inc.*

Campbell, Amanda

From: Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca>
Sent: Thursday, August 12, 2021 9:47 AM
To: Kennedy, Robert; Loberto, Daniel; jsleeth@deloitte.ca; sgreenbaum@deloitte.ca; sdamiani@deloitte.ca; Freake, Mark
Cc: Campbell, Amanda; JUS-G-MAG-CSD-Toronto-SCJ Commercial List
Subject: Re: Sale Process Motion: The Toronto-Dominion Bank v. Certus Automotive Inc., et al. (CV-21-00664429-00CL)
Attachments: Certus Sales Process 20210812.pdf

[WARNING: EXTERNAL SENDER]

I attach a signed order arising out of today's hearing.

The order approves a sales process for Certus. No stakeholders oppose the order. I am satisfied from my review of the First Receiver's Report that the proposed sales process is appropriate.

I am also satisfied from my review of the supporting affidavits from the Receiver and its Counsel that the fees and disbursements for which approval is sought are appropriate.

Justice Markus Koehnen
Ontario Superior Court of Justice
361 University Ave.
Toronto, Ont.
M5G 1T3
416-327-5284

Appendix “D” to the Second Report of the Receiver

**In the Matter of the Receivership of
Certus Automotive Inc. & Keen Point International Inc.
Statement of Receipts and Disbursements
For the period from June 25, 2021 to December 31, 2021**

	June 25 to Aug 3, 2021		Aug 4 to December 31, 2021		June 25 to December 31, 2021	
	US \$ Account	Cdn \$ Account	US \$ Account	Cdn \$ Account	US \$ Account	Cdn \$ Account
Receipts						
Cash on hand	2,836	6,500	-	-	2,836	6,500
Insurance Refund	-	-	6,193	-	6,193	-
Transfer between US/Cdn trust accounts	-	-	-	6,151	-	6,151
Accounts receivable collections	-	-	686,068	-	686,068	-
Sale of Inventory	-	-	160,584	-	160,584	-
Miscellaneous Other Receipts	-	-	500	8,316	500	8,316
Total receipts	2,836	6,500	853,345	14,467	856,181	20,967
Disbursements						
Canadian employee payroll costs	-	2,086	-	5,268	-	7,354
Advances to Certus subsidiaries re protective disbursements	112,985	-	476,601	-	589,585	-
Funding to Certus Principals	-	-	213,000	-	213,000	-
Insurance	-	-	62,174	-	62,174	-
Transfer between US/Cdn trust accounts	-	-	5,000	-	5,000	-
Operating expenses, including warehouse charges	3,050	-	27,536	3,000	30,586	3,000
Banking charges and administrative costs	65	140	557	663	621	803
Filing fees paid to the Official Receiver	-	146	-	-	-	146
HST paid	-	5	-	419	-	425
Total disbursements	116,100	2,378	784,867	9,350	900,966	11,728
Net cash flow	(113,264)	4,122	68,478	5,117	(44,786)	9,239
Principal amount of the Receiver's Borrowings	250,000	-	350,000	-	600,000	-
Ending cash balance	136,736	4,122	418,478	5,117	555,214	9,239

Appendix “E” to the Second Report of the Receiver

Court File No.: CV-21-00664429-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 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 43, AS AMENDED

AFFIDAVIT OF JORDEN SLEETH
(Sworn January 17, 2022)

I, **JORDEN SLEETH**, of the Town of Oakville, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Chartered Professional Accountant, Chartered Insolvency and Restructuring Professional qualified to practice in the Province of Ontario, a Licensed Insolvency Trustee and a Senior Vice-President of Deloitte Restructuring Inc. ("**Deloitte**"), the Court-Appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Certus Automotive Inc. and Keen Point International Inc. (the "**Debtors**"). Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "**A**" is a schedule summarizing the invoices in Exhibit "**B**", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

3. Attached hereto as Exhibit “B” is true copies of the invoices for fees and disbursements incurred by Deloitte in the course of the Receiver’s administration for the period July 24 to December 31, 2021.

4. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services, and are comparable to the hourly rates charged by Deloitte for services rendered in relation to similar proceedings.

5. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver.

SWORN by Jordan Sleeth of the Town of Oakville in the Province of Ontario, before me at the City of Toronto in the Province of Ontario on January 17, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits.



JORDEN SLEETH

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF JORDEN SLEETH SWORN
BEFORE ME THIS 17th DAY OF JANUARY, 2022.



A Commissioner for Taking Affidavits, etc.

EXHIBIT “A”

REFERRED TO IN THE AFFIDAVIT OF JORDEN SLEETH
(Sworn January 17, 2022)

EXHIBIT “A”

**In the matter of the Receivership of Certus Automotive Inc. and Keen Point International Inc.
 Calculation of Average Hourly Billing Rates of
 Deloitte Restructuring Inc.
 for the period July 24 to December 31, 2021**

Invoice Number	Period		Hours	Net Fees	Avg Rate	Expenses	HST	Total
	Start	End						
8002089985	24-Jul-21	31-Aug-21	280.2	\$ 144,564.00	\$ 515.93	\$ -	\$ 18,793.32	\$ 163,357.32
8002154375	12-Aug-21	30-Sep-21	275.3	\$ 141,954.50	\$ 515.64	\$ -	\$ 18,454.09	\$ 160,408.59
8002215777	1-Oct-21	31-Oct-21	163.1	\$ 84,529.50	\$ 518.27	\$ 30.39	\$ 10,992.79	\$ 95,552.68
8002322375	1-Nov-21	30-Nov-21	96.4	\$ 51,379.00	\$ 532.98	\$ -	\$ 6,679.27	\$ 58,058.27
8002335486	1-Dec-21	31-Dec-21	193.1	\$ 93,553.50	\$ 484.48	\$ -	\$ 12,161.96	\$ 105,715.46
			1,008.1	\$ 515,980.50	\$ 511.83	\$ 30.39	\$ 67,081.42	\$ 583,092.31

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF JORDEN SLEETH SWORN
BEFORE ME THIS 17th DAY OF JANUARY, 2022.



A Commissioner for Taking Affidavits, etc.

EXHIBIT “B”

REFERRED TO IN THE AFFIDAVIT OF JORDEN SLEETH
(Sworn January 17, 2022)


Invoice 8002089985
Deloitte Restructuring Inc.

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

ATTN: Mr. Jordan Sleeth
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.

c/o Deloitte Restructuring Inc.
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9
Canada

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

Date: September 27, 2021
Client No.: 1139799
WBS#: TDB00546
Engagement Partner: Jordan Sleeth

HST Registration : 122893605RT0001

For professional services rendered
Fees

Re: Services provided as court-appointed receiver of Certus Automotive Inc. et al, pursuant to the Receivership Order dated July 23, 2021, for the period to August 31, 2021. Refer to the attached detailed time descriptions.

Sales Tax

HST applicable 144,564.00

HST at 13.00 % 18,793.32

Total Amount Due (CAD) 163,357.32

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

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.	1139799	8002089985	163,357.32	Payment for invoice 8002089985

Contact:

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

Payment Options

1. EFT Payments(remittance email mandatory) :

Preferred Method

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Transit – Institution : 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
Sleeth, Jordan	Partner	41.8	695.00	29,051.00
Damiani, Stefano	Director	108.6	580.00	62,988.00
Greenbaum, Stacey	Senior Manager	108.0	505.00	54,540.00
Yin, Jordan	Senior	15.0	395.00	5,925.00
Brown, Rose	Trust Administration Manager	5.8	325.00	1,885.00
Conorton, Laura	Consultant	1.0	175.00	175.00
Total Professional Hours and Fees		280.2		154,564.00
Courtesy Discount				(10,000.00)
Total Fees and Expenses (CAD)				144,564.00


Appendix #2
Work performed from July 24, 2021 to August 31, 2021

Date	Name	Narrative	Hours
23-07-21	Damiani, Stefano	Emails with M. Beauregard (Rhodes Williams) re insurance; review FGI position paper and comments on same; emails with J. Prokopetz re Mexico staffing; emails with Dentons re A/R settlement; correspondence with S. Greenbaum re inventory, A/R; inventory list; emails with B. Pettit (Payroll Manager) re payroll; WEPPA update; reporting email to TD; emails with principals and counsel re Scotiabank dispute; conference call with Team.	4.2
25-07-21	Sleeth, Jordan	MTNA agreement - finalize and circulate to MTNA, TD, Certus for final review; draft update memo for TD and circulate.	2.8
26-07-21	Sleeth, Jordan	Call with FGI re: customer demand letters; review Certus reconciliation of FGI account.	0.5
26-07-21	Damiani, Stefano	Review amended NDA's, email to Dentons on same; emails with A. Racey (Conway MacKenzie) and management re buyer site visit; insurance update call with M. Beauregard (Rhodes Williams); emails re payroll; employee correspondence re WEPPA; HSBC correspondence; review budget, call and emails with J. Prokopetz on same; meeting with S. Greenbaum re inventory and A/R; review Qualita warehouse inventory reports; review amendments to Grupo Antolin agreement; emails with Certus staff re A/R; review and amend A/R demand letter; various emails with Dentons; MTNA agreement amendments; emails with Deloitte Mexico re Scotia matter; review analysis re FGI matter, emails on same; emails re Certus Germany.	6.5
26-07-21	Greenbaum, Stacey	Call with B. Pettit re FGI statement review; call with FGI and counsel re AR, prepare draft demand letter; review of inventory lists and confirm stock for various customers; creditor inquiries.	5.5
27-07-21	Sleeth, Jordan	Call with TD and MT teams to review status update memo from Receiver (prepare for and attend); follow up meeting with S. Greenbaum and S. Damiani re: workstream updates and next steps; review AR demand letters; review MTNA side letter prepared by MT, circulate to Certus principals; review FGI loan agreement termination emails; call with Certus principals and Germany counsel re: Certus Germany wind up.	3.3

Date	Name	Narrative	Hours
27-07-21	Damiani, Stefano	Conference call with Certus Germany and principals; emails with Tesla re inventory; preliminary review of updated asset listing, detailed comments to A. Racey of Conway MacKenzie on same; telephone call with R. Samra (CRA Insolvency Unit); attend conference call with Certus Mexico and J. Prokopetz re site visits, inventory, warehouses, invoicing, IT servers; emails and call with L. Negrete (Qualita warehouse); emails with Dentons Mexico and R. Mollenhauer re banking matters; meeting with S. Greenbaum; correspondence with M. Beauregard (Rhodes Williams); emails with B. Pettit re payroll; update team call; email to S. Wybo of Conway MacKenzie; correspondence re Grupo Antolin transaction; emails with Dentons re NDA's; emails with B. Pettit (Payroll Manager) and J. Kaintura (Controller) re CRA information requests.	6.2
27-07-21	Greenbaum, Stacey	Call re Certus Germany; call with Mexico re IT matters; update call with TD Bank and counsel; team calls re update; payroll admin; review of Mexico funding request; AR demand letter; warehouse discussions re inventory and emails, review of stock lists.	7.0
28-07-21	Sleeth, Jordan	Review changes to slide letter suggested by Certus principals, circulate to TD, email to J. Carhart and J. Swan re: use of receipts (opex vs. VAT) call with J. Swan re: same, call and emails with Certus Principals to clarify; review use period calculation and update to June 25; review █████ NDA markup and comment; MTNA agreement - call with R. Kennedy and J. Carhart re: finalizing MTNA agreement; update email to TD.	3.5
28-07-21	Damiani, Stefano	Drafting of Court Report; review MTNA agreement amendments and emails; emails with D. Martinez (Certus Mexico) re inventory; telephone call, email with M. Beauregard (Rhodes Williams) re insurance update; call and emails with B. Pettit re CRA; review funding request, instructions on same; telephone call and emails with L. Negrete (Qualita warehouse); conference call and various emails with Deloitte Mexico Tax; emails with prospective buyer; emails with A. Racey of Conway MacKenzie; call with R. Mollenhauer; call with D. Martinez re transfer of Mexico inventory; amend settlement agreement, email to S. Greenbaum on same; instructions to Dentons Mexico.	8.1
28-07-21	Greenbaum, Stacey	Call with DT Mexico tax team re VAT; Grupo settlement agreement; AR demand letter review; call with D. Martínez re inventory logistics; prepare ERV; payroll funding; review Certus Mexico funding request; call with counsel re various.	5.0
28-07-21	Brown, Rose	Trust Banking Administration - disbursement wires.	0.5
28-07-21	Conorton, Laura	Correspondence with R. Brown, S. Greenbaum and TD Bank on wire transfer to Payworks Inc.	0.5

Date	Name	Narrative	Hours
29-07-21	Sleeth, Jordan	Call with Certus principals re: use of receipts in Mexico vs. VAT, Rishi promissory note, use period considerations; update call with TD re: same; review MTNA exit agreement appendices, circulate final form of agreement for execution.	1.5
29-07-21	Damiani, Stefano	Conference call with Conway MacKenzie re sale process; review email of Dentons, make amendments to settlement release letter; conference call with principals; data room agreement, emails with Firmex and Conway MacKenzie on same; draft data room disclaimer; email to J. Prokopetz re asset forms; drafting of the Court Report; review update of Dentons Mexico and registration document.	8.7
29-07-21	Greenbaum, Stacey	Call with Certus principals re various; team call re equipment listing and demand letters; coordinate AR demand letters; warehouse matters; Grupo settlement and call with counsel; emails re inventory sales to various customers, review inventory listings.	6.0
29-07-21	Yin, Jordan	Asset listing reconciliation.	1.4
30-07-21	Sleeth, Jordan	Status update call with S. Damiani and S. Greenbaum (report, AR collections, sale process updates); call with R. Mollenhauer re: consulting arrangement; review sale process summary from Conway Mackenzie and circulate comments on same; review Certus Germany documents and FGI involvement in same, circulate to R. Kennedy.	2.1
30-07-21	Damiani, Stefano	Review of A/R listing and FGI comments; review revised agreement and executed copies, email to Dentons Mexico on same; call and emails with D. Martinez (Certus Mexico) re transfer of warehouse inventory; various emails with L. Negrete (Qualita); asset list reconciliation with J. Yin; emails with J. Baca of Landlord and M. Nowina (Baker McKenzie); drafting of the Court Report; emails with R. Mollenhauer and J. Prokopetz; conference call with team; call with R. Mollenhauer.	7.7
30-07-21	Greenbaum, Stacey	Inventory coordination re Mexico, calls with Daniel and Luis; team update call; discussion re equipment listings and review and email to counsel.	3.5
30-07-21	Yin, Jordan	Updated org chart; Qualita warehouse update.	1.1
31-07-21	Damiani, Stefano	Emails with R. Moreno (Qualita warehouse) and D. Martinez (Certus Mexico) re Mexico inventory transfer; emails with R. Alva (Grupo Antolin) re A/R and inventory settlement.	0.2
01-08-21	Sleeth, Jordan	Review draft first report and revise, circulate to S. Damiani.	2.7
02-08-21	Damiani, Stefano	Prepare and attend conference call with Grupo Antolin re sale transaction; review and amend Court Report; review estate general ledger reports; prepare Statement of Receipts and Disbursements.	6.4
02-08-21	Greenbaum, Stacey	Call with Grupo re settlement and follow up emails.	0.6

Date	Name	Narrative	Hours
03-08-21	Damiani, Stefano	Email and telephone correspondence re inventory sale transaction, execute wire to warehouse on same; Certus Mexico funding request; amendments to Court Report; emails with J. Prokopetz; A/R listing and comments; emails with B. Pettit (Payroll Manager); email to S. Wybo of Conway MacKenzie re sale process; emails with Dentons Mexico re banking matters; creditor correspondence; review coverage and quote summary from M. Beauregard (Rhodes Williams).	8.6
03-08-21	Greenbaum, Stacey	Court report: draft, discussions with S. Damiani, fee affidavit; invoicing matters re Grupo, call with B. Petit re same; review of weekly disbursement and funding request.	7.0
03-08-21	Brown, Rose	Trust Banking Administration - disbursement wires, send wire confirmation sheet to S. Greenbaum.	1.0
04-08-21	Damiani, Stefano	Telephone calls with R. Kennedy of Dentons re Report, contractor engagement letter; conference call with Principals and Certus Mexico re equipment, plant update, A/R, inventory; emails with Rhodes & Williams re insurance; conference call and emails with A. Racey (Conway MacKenzie) re sale process; amendments to the Report; instructions to J. Yin re data room; call with J. Sleeth; update R&D; call with S. Greenbaum; review A/R details and emails on same.	8.9
04-08-21	Greenbaum, Stacey	Call with Certus Mexico team re various; sale call with Conway; IT call with B. Casey; demand letter review with J. Yin; court report prep.	7.0
04-08-21	Yin, Jordan	Demand letter prep; invoice consolidation; meeting with Conway Mackenzie.	3.9
04-08-21	Brown, Rose	Trust Banking Administration - review accounts online, update Ascend for bank charges and input wire process on Aug 3, 2021; prepare Draft R&D and send report and online banking reports to S. Greenbaum.	1.1
05-08-21	Damiani, Stefano	Emails with R. Kennedy of Dentons re sale process, Court report, motion; amendments to the Court Report; review and amend Sale Process document; fee affidavit and virtual swearing with M. Freake of Dentons; inventory sale document; call with S. Greenbaum; emails with the Principals; conference call with Miller Thomson; emails with Conway MacKenzie and Management re buyer site visits and data room; conference call with Principals re claim; review and comment on form of Order; email to Dentons re Landlord matter.	8.9
05-08-21	Greenbaum, Stacey	Court report: draft, review counsel materials, QA package, discussions with S. Damiani; call with Grupo re settlement; call with R. Kennedy re Grupo and FGI; call with Principals re FGI claim; discuss demand letters with J. Yin, call with TD counsel re M&E; sale process.	8.2
05-08-21	Yin, Jordan	Meeting re: asset listing; demand Letters prep.	3.8
05-08-21	Brown, Rose	Scan and send mail received to S. Greenbaum.	0.1

Date	Name	Narrative	Hours
06-08-21	Damiani, Stefano	Emails with Principals re Landlord; emails with M. Freake, R. Kennedy of Dentons re motion materials; review amendments to Sale Process document; finalize, sign Court Report; calls with S. Greenbaum; review emails with Certus employees; funding.	2.5
06-08-21	Greenbaum, Stacey	Court report issuance; Grupo settlement.	4.0
09-08-21	Sleeth, Jordan	Prepare for and attend internal status update call with S. Damiani and S. Greenbaum; call with R. Kennedy re: principals' comp, court attendance, funds distribution; update call with J. Swan and M. Vos.	2.3
09-08-21	Damiani, Stefano	Review amended form of Landlord agreement and email of Dentons Mexico; email to J. Baca (Landlord) and M. Nowina of Baker McKenzie (Landlord counsel); email correspondence with the Principals; emails with Conway MacKenzie re sale process; email of L. Negrete (Qualita warehouse); emails with Certus Mexico and Certus Canada staff re IT servers; internal correspondence; conference call with TD; review A/R information; email of G. Marinangeli (Miller Thomson); review amended loan agreement and emails with Dentons on same.	4.8
09-08-21	Greenbaum, Stacey	Update call with J. Sleeth and S. Damiani; finalize A/R demand letters and send to customers; update call with TD Bank; review of Quin account.	8.0
10-08-21	Sleeth, Jordan	Call with principals re compensation agreement, review draft agreement, discuss same with S. Damiani and R. Kennedy.	1.0
10-08-21	Damiani, Stefano	Emails with prospective purchaser re bid process; conference call with the Principals; emails with the Landlord and M. Nowina (Baker McKenzie); payroll; call with D. Martinez and D. Hernandez (Certus Mexico); weekly funding requests, sign wires; call with R. Mollenhauer re POA, payments, landlord; discussion with S. Greenbaum; call with R. Kennedy (Dentons); emails with A. Racey (Conway MacKenzie) re sale process; review email and details from J. Carhart (Miller Thomson); call with J. Prokopetz re A/R and utilities; follow up email to M. Beauregard (Rhodes Williams) re insurance; review J. Prokopetz comments re A/R disputes.	4.1
10-08-21	Greenbaum, Stacey	A/R demand letters; call with Principal re Quin; call with FGI re Quin and NYX; review and submit weekly funding request; payroll admin.	6.0
10-08-21	Yin, Jordan	Yanfeng US demand letters draft for review.	0.9
10-08-21	Brown, Rose	Trust Banking Administration - prepare wire and transfer, obtain signatures and send to TD Bank, verify with TD received and processed.	0.5

Date	Name	Narrative	Hours
11-08-21	Sleeth, Jordan	Call with Deloitte Mexico re: VAT, draft situation overview memo and questions to investigate; compile MTNA and Side Letter execution pages, receive update from MTNA, provide update to TD and FGI; call with R. Kennedy re: principal's retention letter; receive update emails from Certus Principals; several calls with S. Damiani.	4.0
11-08-21	Damiani, Stefano	Sale process updated with A. Racey (Conway MacKenzie); emails with prospective purchasers; emails with M. Beauregard (Rhodes Williams) re insurance update, review detailed quote; emails with D. Martinez (Certus Mexico) and J. Prokopetz; conference call with Deloitte Mexico (Tax); conference call with S. Wybo and A. Racey of Conway MacKenzie; email and call with R. Kennedy (Dentons) re retention agreement; conference call with A. Pushalik and R. Kennedy of Dentons; amend and issue agreement; review emails re supplier matters, correspondence with the Principals on same.	4.0
11-08-21	Brown, Rose	Trust Banking Administration - scan and save WEPPA Service Canada letter on Q Drive.	0.3
12-08-21	Sleeth, Jordan	Attend sale process approval hearing; call with R. Kennedy re: VAT, realization plan and required documentation, analysis re: distribution.	1.5
13-08-21	Sleeth, Jordan	Sale process - call with [REDACTED] and Conway Mackenzie; revise and circulate update memo for TD.	1.3
16-08-21	Sleeth, Jordan	Update call with R. Mollenhauer and J. Propoketz re: MTNA, FGI, compensation arrangement; draft VAT memo for Deloitte Mexico analysis.	1.3
16-08-21	Greenbaum, Stacey	Respond to certain customers re AR demand letters emails; update call with S. Damiani; HSBC correspondence; Inteva review.	2.5
17-08-21	Sleeth, Jordan	Finalize and circulate VAT memo for Deloitte Mexico analysis.	0.8
17-08-21	Greenbaum, Stacey	Review of weekly funding request; call with S. Damiani re various receivership tasks; review of Qualita invoices and o/s amount; discuss warehouse release email with M. Freake; send A/R demand letters to customers; call with Inteva and prep settlement agreement.	5.0
18-08-21	Sleeth, Jordan	Call with R. Kennedy and C. Burr re: FGI position, Certus initial response, plan to advance Receiver's response; internal meeting with S. Greenbaum and S. Damiani re: workstreams and advancing each workstream; review and execute EL with Conway McKenzie; revise and circulate updated compensation agreement to Certus principals; memo to Certus Germany for liquidation update; prepare workstream tracker and circulate to TD.	3.0

Date	Name	Narrative	Hours
18-08-21	Greenbaum, Stacey	Weekly funding request; AR tracker; update call with S. Damiani and J. Sleeth; call with R. Kennedy re warehouse release; call with L. Saglamer (FGI) re Quin and NYX and emails to customers.	4.0
19-08-21	Sleeth, Jordan	Sale process update call with M. Vos and J. Swan.	1.0
19-08-21	Greenbaum, Stacey	Update call with TD; call with J. Propoketz and S. Damiani; call with Tihui re payroll taxes and review of support, funding request re the same; call with E. Burke re funding.	4.5
19-08-21	Brown, Rose	Trust Banking Administration - disbursement wire/transfers.	0.7
20-08-21	Sleeth, Jordan	Status update call with Certus principals, S. Greenbaum and S. Damiani re: sale process, MTNA settlement and FGI claims/response.	1.0
20-08-21	Greenbaum, Stacey	Update call with Principals; call with CH Robinson and emails re inventory; call with Grupo.	3.0
21-08-21	Sleeth, Jordan	Execute compensation agreement with Certus principals, circulate same.	0.3
23-08-21	Sleeth, Jordan	Call with Deloitte Mexico re: VAT considerations and updates to VAT memo.	1.0
23-08-21	Greenbaum, Stacey	Call re Recaro inventory and review of same; call with DT Mexico re taxes; payroll admin.	3.5
23-08-21	Conorton, Laura	Preparing wire payment to Payworks Inc.	0.5
24-08-21	Sleeth, Jordan	Call with S. Damiani and R. Kennedy re: landlord approach.	0.3
24-08-21	Greenbaum, Stacey	Review of weekly funding request; emails re inventory sales.	1.3
25-08-21	Sleeth, Jordan	Call with JJ Perojo re: VAT analysis, asset sale in Mexico.	0.5
25-08-21	Greenbaum, Stacey	Call with NYX re inventory and A/R and review of stock reports; call with Recaro re inventory sale; weekly funding request to Mexico; call with Qualita warehouse.	3.5
25-08-21	Brown, Rose	Trust Banking Administration - disbursement wires.	1.0
26-08-21	Sleeth, Jordan	Call with N. ██████ from ██████ re: bid procedures, information available.	0.5
26-08-21	Damiani, Stefano	Emails with M. Sopoci (CH Robinson) re warehouse inventory; review and approve disbursements; emails with J. Prokopetz re inventory, A/R; emails with prospective purchaser; emails with Dentons; emails with Conway MacKenzie re sale process matters; data room; review updated template bid forms; review landlord agreement and email of R. Mollenhauer on same.	2.7
26-08-21	Greenbaum, Stacey	Funding request review and submission; review of online banking; call with R. Mollenhauer and J. Propoketz re payments.	1.2

Date	Name	Narrative	Hours
26-08-21	Brown, Rose	Trust Banking Administration - disbursement wires.	0.5
27-08-21	Sleeth, Jordan	Call with ■■■■■ J. Propoketz and S. Wybo re: bid procedures, information available, follow up re: same.	1.3
27-08-21	Damiani, Stefano	Conference call with prospective purchaser and J. Prokopetz; conference call with A. Racey (Conway MacKenzie) and J. Prokopetz re sale process, information; review inventory analysis for potential group settlement, call with J. Prokopetz on same; emails with Conway MacKenzie; emails with the Landlord and its counsel (Baker McKenzie); emails with Landlord and counsel re prospective purchasers; various emails re customers.	5.0
27-08-21	Greenbaum, Stacey	Update call with S. Damiani; call with J. Propoketz and S. Damiani re CH Robinson deal and prepare schedule; emails re inventory confirmation; call re sale process.	3.3
28-08-21	Damiani, Stefano	Review emails of A. Racey (Conway MacKenzie) re prospective purchasers; review emails of L. Negrete (Qualita warehouse); emails re customer inventory; review emails of E. Burke (AP Manager) re payments.	0.5
30-08-21	Sleeth, Jordan	Team call with Dentons to review workstreams and plans to advance outstanding items; review CIM from prior sale processes; review Deloitte Mexico VAT analysis, provide comments, email to E. Flores.	2.7
30-08-21	Damiani, Stefano	Update call with Dentons and team; telephone call and emails with J. Dyal (NYX) re inventory, emails with J. Prokopetz on same; telephone call with W. King (Recaro); review detailed responses from J. Prokopetz re buyer inquiries; emails and conference call with prospective review management presentation, emails with J. Prokopetz on same; conference call with Landlord and prospective buyer; data room; conference call with M. Sopoci (CH Robinson warehouse); conference call with Conway McKenzie and J. Prokopetz re prospective buyers; conference call with customer (NYX) and J. Prokopetz re settlement; email of T. Torres (Controller) re payroll details; review Receiver Certificate #2 budget, comments to S. Greenbaum; emails with customer (Dura); review parts detail from CH Robinson.	5.1
30-08-21	Greenbaum, Stacey	Update call with J. Sleeth and S. Damiani; call with CH warehouse; call with NYX re inventory sale; call with S. Damiani and J. Propoketz re customers; Recaro agreement; prepare 2nd receiver's certificate with backup.	4.1
31-08-21	Sleeth, Jordan	MTNA agreement - call with D. Spohn of MTNA; debrief same with R. Kennedy and discuss response to BY, circulate MTNA-BY settlement memo to principals; various - review draw request to TD; review customer settlement proposals (NYX).	1.6

Date	Name	Narrative	Hours
31-08-21	Damiani, Stefano	Prepare and attend conference call with buyer group and Landlord; call with customer (Dura) re inventory, sale transaction; emails with M. Marquez of AIIG (Landlord) and M. Nowina of Baker McKenzie (Landlord counsel); review, amend and issue customer settlement agreement (Recaro); telephone discussion with J. Dyal (NYX), prepare settlement agreement, and emails with M. Freake on same; receivership funding matters; emails with R. Mollenhauer; review documents from J. Prokopetz, call with J. Yin re data room instructions; emails re MTNA agreement; review response from legal counsel to customer re unpaid A/R; emails with Dentons; discussions with S. Greenbaum; A/R dispute.	5.5
31-08-21	Greenbaum, Stacey	Call with Dura and emails re inventory; coordinate 2nd Receiver's certificate and call with R. Phongsivorabouth; weekly funding request and review of payments; draft NYX settlement agreement; discuss customer arrangements with S. Damiani.	4.3
31-08-21	Yin, Jordan	Certus files cleanup and upload to data room.	3.9
31-08-21	Brown, Rose	Trust Banking Administration - pull online banking report and send to S. Greenbaum.	0.1
Total			280.2


Invoice 8002154375
Deloitte Restructuring Inc.

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

ATTN: Mr. Jordan Sleeth
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.
c/o Deloitte Restructuring Inc.
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9
Canada

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

Date: October 26, 2021
Client No.: 1139799
WBS#: TDB00546
Engagement Partner: Jordan Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

In our capacity as Court-appointed receiver and manager of Certus Automotive Inc. and Keen Point International Inc. for the period to September 30, 2021. Refer to the attached detailed time descriptions.

Sales Tax	HST applicable	141,954.50
	HST at 13.00 %	<u>18,454.09</u>
	Total Amount Due (CAD)	<u>160,408.59</u>

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

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.	1139799	8002154375	160,408.59	Payment for invoice 8002154375

Contact:

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

Payment Options

1. EFT Payments(remittance email mandatory) :

Preferred Method

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Transit – Institution : 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
Sleeth, Jordan	Partner	47.1	695.00	32,734.50
Damiani, Stefano	Director	115.4	580.00	66,932.00
Greenbaum, Stacey	Senior Manager	86.3	505.00	43,581.50
Casey, Brian	Senior Manager	4.5	505.00	2,272.50
Chu, Jonathan	Manager	0.6	450.00	270.00
Yin, Jordan	Senior	1.4	395.00	553.00
Sullivan, Carter	Senior	2.3	395.00	908.50
Brown, Rose	Trust Administration Manager	10.7	325.00	3,477.50
Conorton, Laura	Consultant	7.0	175.00	1,225.00
Total Professional Hours and Fees		275.3		151,954.50
Courtesy Discount				(10,000.00)
Total Fees and Expenses (CAD)				141,954.50


Appendix #2
Work performed for the period August 12 to September 30, 2021

Date	Name	Narrative	Hours
12-08-21	Damiani, Stefano	Prepare and attend Sale Process Approval Hearing; instructions to R. Florea; email to M. Freake (Dentons); telephone call with M. Nowina of Baker McKenzie (landlord counsel); emails with F. Fuentes (Landlord), and review of the amended form of landlord agreement; telephone call and emails with warehouse (CH Robinson); emails with Dentons Mexico.	1.5
13-08-21	Damiani, Stefano	Conference call with prospective purchaser and Conway MacKenzie; draft reporting email to TD re sale process; emails with C. Martin (Rhodes Williams) re insurance.	1.1
14-08-21	Damiani, Stefano	Review email of Dentons; emails to J. Sleeth re taxes; emails to Conway MacKenzie re sale process; review warehouse email.	1.2
16-08-21	Damiani, Stefano	Emails with A. Racey (Conway MacKenzie) re prospective purchasers, data room, NDA; review creditor email; review emails of R. Mollenhauer and claims; emails re A/R; emails re customer inquiries.	1.3
17-08-21	Damiani, Stefano	Review Certus Mexico weekly cash budget and funding request details, call with S. Greenbaum; review emails of T. Torres (Controller); emails with M. Freake re warehouse matter; review settlement and release agreement; A/R demand letters, status; emails with A. Racey (Conway MacKenzie) and review of equipment detail, prospective purchasers; instructions to J. Yin; telephone call with M. Freake (Dentons) re bid forms; emails re principals; follow up email to C. Martin (Rhodes Williams) re insurance; instructions to R. Florea; MTNA update; review emails of B. Pettit (Payroll Manager) and E. Burke (AP Manager); inquiry from former employee.	3.4
18-08-21	Damiani, Stefano	Email correspondence with A. Racey (Conway MacKenzie) re sale process, prospective purchasers; emails re Certus Mexico funding requests; emails with counsel re limited power of attorney documents; A/R demand letters; conference call with J. Sleeth and S. Greenbaum; review A/R details, emails with T. Torres (Controller) on same; telephone call with M. Freake (Dentons); emails with the Principals; review updated A/R tracking schedule.	2.9

Date	Name	Narrative	Hours
19-08-21	Damiani, Stefano	Conference call with T. Torres (Controller) re cash budget; review and amend template buyer bid forms, emails with Dentons on same; email to Dentons re Landlord; review Conway MacKenzie update, emails on same; telephone call with J. Prokopetz re A/R, cash budget, sale process; update call with the Bank; sign wire transfers; emails with E. Burke (AP Manager); review customer inquiry (Recaro) and container details; email to M. Sopoci (CH Robinson) re warehouse; emails with Dentons Mexico re power of attorney document.	3.5
20-08-21	Damiani, Stefano	Emails with C. Martin (Rhodes Williams) and Certus Mexico re insurance inspection; conference call with Principals re sale process, A/R, Landlord, insurance, administration; review emails from customer (Recaro); telephone calls with M. Sopoci (General Manager, CH Robinson) re inventory; review CH Robinson container details; review MTNA email; emails with customer (Recaro) and J. Prokopetz; emails with B. Pettit (Payroll Manager) re payroll; review detailed weekly reporting documents from J. Prokopetz; emails with M. Nowina of Baker McKenzie (Landlord counsel); review cash listing and emails with E. Burke on same.	3.4
23-08-21	Damiani, Stefano	Emails to M. Sopoci (CH Robinson) re customer inventory (Recaro); review amended Bid Forms, emails with M. Freake (Dentons) on same; emails with Conway MacKenzie re bid forms; conference call and emails with customer group (Recaro), J. Prokopetz; conference call with Deloitte Tax (Mexico); review inquiry from logistics provider; review and sign wire transfer; review warehouse listing and email of J. Prokopetz on same; call with S. Greenbaum; email correspondence with L. Negrete (Qualita Warehouse); email of R. Mollenhauer re FGI matter.	3.1
24-08-21	Damiani, Stefano	Prepare and attend conference call with M. Nowina of Baker McKenzie (Landlord Counsel) and R. Kennedy (Dentons); review amended Bid Forms, email to Conway MacKenzie on same; emails with M. Freak (Dentons); call with R. Kennedy and J. Sleeth; emails with customers.	2.3
25-08-21	Damiani, Stefano	Conference call with customer (NYX), review inventory listing; email to M. Sopoci (CH Robinson) re warehouse inventory, negotiations status; telephone call with R. Mollenhauer; conference call with GM, Recaro, Grupo; call and emails with J. Prokopetz re inventory dispute, options; review weekly cash budget; review and sign payroll wire transfer; emails with Dentons re bid forms; telephone call with M. Freake (Dentons); call with S. Greenbaum; data room; telephone call with L. Negrete (Qualita warehouse); call with R. Kennedy (Dentons) re sale process; various emails with A. Racey and S. Wybo of Conway MacKenzie re sale process.	5.1
01-09-21	Sleeth, Jordan	Telephone call with R. Kennedy re: customer settlements parameters, circulate memo re same.	0.5

Date	Name	Narrative	Hours
01-09-21	Damiani, Stefano	Email correspondence with prospective bidder and Conway MacKenzie re bidding and deposit matters; conference call and emails with D. Liable (CFO, NYX) re inventory transaction, and prepare amendments to settlement agreement on same; correspondence with R. Brown re banking administration; emails with B. Casey and I. Melendez (Certus Mexico) re data capture; emails and call with M. Freake (Dentons) re A/R; call with R. Kennedy (Dentons) re landlord; conference call with Landlord Group and Baker McKenzie; call and emails with customer (W. King of Recaro) re deal terms, email to CH Robinson (warehouse) on same; review customer legal counsel email re A/R dispute; emails with customer (Dura) re inventory pricing; calls with S. Greenbaum; draft response for customer settlement (Flex N Gate); review equipment bid, emails with buyer on same, instructions to R. Brown.	5.9
01-09-21	Greenbaum, Stacey	Telephone call with Ventra re outstanding A/R; call with NYX re inventory settlement and discuss with S. Damiani; call with Recaro re inventory sale and discuss with S. Damiani; principal's funding schedule; emails re Dura inventory.	3.5
01-09-21	Brown, Rose	Trust Banking Administration - Prepare wire transfer, have signed and send to TD Bank, confirm TD received and process; send confirmation of processing to S. Greenbaum.	0.8
01-09-21	Yin, Jordan	Payables weekly compilation.	1.4
02-09-21	Sleeth, Jorden	Review preliminary bid updates, discuss same with R. Kennedy; call with J. Swan re: bids, principals compensation; MTNA agreement - draft and circulate update to BY.	1.2
02-09-21	Damiani, Stefano	Call and emails with M. Sopoci (CH Robinson); MTNA resolution matters; various emails with Conway MacKenzie re sale process and bids received; telephone calls and emails with prospective bidders re offers, deposits, data room; telephone calls with J. Dyal (NYX) re bank wire and agreement; call with R. Kennedy (Dentons); emails and call with W. King (Recaro), amend agreement on same; update call with J. Sleeth; call with S. Greenbaum; review and summarize 6 bids, prepare bid chart, reporting email to Conway MacKenzie on same.	8.6
02-09-21	Greenbaum, Stacey	Call with FGI re NYX; call with warehouse and finalize settlements with customers and discuss with S. Damiani; customer calls re outstanding AR and inventory sales (Mitchell, Ventra, Autoliv); deposit requisition; weekly funding administration.	6.1
02-09-21	Brown, Rose	Trust Banking Administration - Confirm received disbursements and incoming wires and input into Ascend; discuss incoming wire received in CDN to US\$ account with S. Damiani and TD Bank.	2.1
03-09-21	Sleeth, Jorden	Review bid summary, discuss same with S. Damiani and arrange distribution to TD.	1.0

Date	Name	Narrative	Hours
03-09-21	Damiani, Stefano	Emails with M. Sopoci (CH Robinson) re inventory sale transactions, logistics, and emails with customers on same; review signed inventory sale agreements and wire details; instructions re Qualita inventory; update call with J. Sleeth; call with S. Greenbaum; file transfers from T. Torres (Controller), instructions to J. Yin on same; review banking information and correspondence with R. Brown on same; call with A. Racey of Conway MacKenzie; insurance update from Rhodes Williams.	2.3
03-09-21	Greenbaum, Stacey	Discussion with NYX re settlement and coordinate shipment; calls with R. Brown and review of incoming wires; call re outstanding A/R; coordinate with warehouses; discussion with J. Yin re funding; payroll administration.	4.2
03-09-21	Brown, Rose	Trust Banking Administration - Pull online banking reports, send report to S. Damiani and S. Greenbaum for back up for incoming wires; discuss wire with S. Greenbaum; banking administration.	1.7
04-09-21	Damiani, Stefano	Review Conway MacKenzie analysis and amended bid chart; reporting email to TD; review email correspondence with Joysonquin re A/R dispute; email of N. Rangra (FGI) re A/R; email of J. Prokopetz re supplier; review tax analysis.	2.4
07-09-21	Sleeth, Jorden	Prepare for and attend call with TD team re: status update, bids activity.	1.3
07-09-21	Damiani, Stefano	Telephone call with A. Racey of Conway MacKenzie; additional review of bids; email to J. Prokopetz re plating line; prepare detailed meeting agenda for Conway/Deloitte teleconference; emails with customer (NYX) re inventory sale transaction; emails with the Qualita warehouse; review email of Z. Wang (Nantong Boyuan) re MTNA; email to S. Greenbaum; attend call with TD and counsel; emails with CH Robinson (warehouse); review plating line details from J. Prokopetz; calls with J. Sleeth and A. Racey; email to bidder; banking instructions.	3.9
07-09-21	Greenbaum, Stacey	Internal team call; conference call with TD re status update; payroll administration; correspondence with warehouses re customers.	3.2
07-09-21	Conorton, Laura	Preparing wire to Payworks.	0.3
08-09-21	Sleeth, Jorden	Calls with bidders re: bid status; conference call with A. Racey and S. Damiani re: bidders.	1.3
08-09-21	Damiani, Stefano	Emails with NYX and Qualita warehouse re sale; review disbursement, sign wire transfer; conference call re claims adjustment; telephone calls and emails with bidders re clarification of offers; email to J. Prokopetz re pedimentos; call and emails with A. Racey (Conway Mackenzie) and J. Sleeth; Certus Mexico payroll.	3.6

Date	Name	Narrative	Hours
08-09-21	Greenbaum, Stacey	Follow ups re warehouse coordination; weekly funding request to Certus Mexico and review of support; disbursement requisitions; customer receipt coordination.	1.9
08-09-21	Conorton, Laura	Correspondence with S. Damiani and TD on wire to Payworks; correspondence with TD and S. Greenbaum on returned incoming wire.	1.5
09-09-21	Sleeth, Jorden	Call with BY re: MTNA exit agreement and Certus update; calls with bidders re: bid considerations.	1.3
09-09-21	Damiani, Stefano	Conference calls and emails with bidders and Conway MacKenzie; emails with J. Prokopetz re pedimentos; MTNA update; correspondence with M. Beauregard (Rhodes Williams) re insurance; banking instructions; emails with the Landlord and counsel.	2.2
09-09-21	Greenbaum, Stacey	Discuss weekly funding with E. Burke and wire instructions.	0.2
09-09-21	Brown, Rose	Trust Banking Administration - Preparing wires, obtaining signatures and sending to TD Bank; confirm received, process one wire and one wire needs additional information; email to S. Greenbaum to confirm.	1.0
09-09-21	Chu, Jonathan	Attendance on call with BY.	0.6
10-09-21	Sleeth, Jorden	Update call with principals, S. Damiani and S. Greenbaum, debrief same with receiver team.	1.3
10-09-21	Greenbaum, Stacey	Call with team and Principals re status update; emails re funding for Mexico.	1.2
13-09-21	Sleeth, Jorden	Planning call with receiver team - bid analysis and response, draft report, APA terms, inventory sales, A/R collection approach, follow up email to Dentons re: same; call with A. Racey and S. Damiani re: bids and response approach with bidders.	2.6
13-09-21	Damiani, Stefano	Conference call with L. Saglamer of FGI re A/R; follow up email to M. Sopoci (CH Robinson) re inventory for two transactions; call with L. Negrete (President, Qualita Warehouse); update call with A. Racey of Conway MacKenzie re sale process; emails with bidders; review pedimento listing and email to prospective purchaser; emails with the Landlord group; emails with counsel; call with J. Sleeth and S. Greenbaum; banking instructions; emails with Claims Adjuster.	3.0
13-09-21	Greenbaum, Stacey	Update calls with J. Sleeth and S. Damiani; call with FGI re NYX and insurance; cheque req for funds transfer; deposit requisitions; creditor inquiries; resolve payment; weekly funding breakdown schedule and send to E. Burke.	4.2
13-09-21	Casey, Brian	Data coordination, collection; meetings.	1.0
13-09-21	Brown, Rose	Trust Banking Administration - Input incoming wires; discuss wire request with S. Greenbaum.	0.8

Date	Name	Narrative	Hours
14-09-21	Sleeth, Jordan	Call with J. Prokopetz and R. Mollenhauer re: supplier actions, follow up call with Dentons Mexico and CEG Legal re: same; discussion with S. Greenbaum re: AR insurance and NYX/Quinn claims.	1.5
14-09-21	Damiani, Stefano	Conference call with Dentons re various receivership matters; emails and calls with bidders; emails with Landlord group; reporting email to TD re sale process; call with Certus Mexico and its counsel, emails with R. Lopez (Dentons Mexico); banking instructions; emails with L. Negrete (Qualita Warehouse); conference call with Dentons Mexico and Certus Mexico counsel re supplier matter; review emails and updated bids from shortlisted bidders; call with J. Prokopetz and A. Racey re assets.	4.6
14-09-21	Greenbaum, Stacey	Planning call with Dentons; various calls re Mexico supplier issues; review warehouse stock reports; call with customer; banking instructions; follow up with customer AR collections; emails to FGI re insurance.	5.2
14-09-21	Brown, Rose	Trust Banking Administration - Disbursement wires and transfer.	1.0
15-09-21	Sleeth, Jordan	Call with Certus Principals re: open items and proposed resolution, debrief with S. Damiani and S. Greenbaum; call with Landlord re agreement; update call with Dentons Mexico, memos to Dentons Mexico re: Amparo strategy; bid review call with S. Damiani and A. Racey.	3.0
15-09-21	Damiani, Stefano	Conference call with Landlord group and counsel; discussions with R. Kennedy (Dentons); conference call with A. Racey (Conway MacKenzie); emails and call with shortlisted bidders; emails with CEG Legal (Certus Mexico counsel) and Dentons Mexico; review and approve weekly cash budget; emails with warehouses and customers re inventory; conference call with Dentons Mexico; review inventory analysis and strategy with S. Greenbaum; drafting of Court Report.	6.7
15-09-21	Greenbaum, Stacey	Update call with J. Propoketz re inventory, customers; prepare R&D for court report; update call with Dentons; customer follow up re AR collections (emails and calls to various); weekly funding request; warehouse analysis.	5.3
15-09-21	Brown, Rose	Trust Banking Administration - Input wires, prepare statements of receipts and disbursements, send online banking report and Ascend general ledgers to S. Greenbaum.	1.5
15-09-21	Conorton, Laura	Processing wire/transfer to Certus funding.	0.4
16-09-21	Sleeth, Jordan	Call with BY re: MTNA exit agreement, follow up with Certus Principals re: BY HK joint venture; call with A. Racey and ██████████ (██████████) re: bids and next steps.	1.3

Date	Name	Narrative	Hours
16-09-21	Damiani, Stefano	Telephone call with customer; emails with warehouse; comments to M. Freake of Dentons re form of APA; review A/R summary and email of J. Prokopetz on same; correspondence with Certus Mexico; call with S. Greenbaum; conference call with A. Racey (Conway MacKenzie) and J. Sleeth; review email of J. Prokopetz re disposal summary; conference call with selected bidder; drafting of Court Report; correspondence with Certus Mexico; details from J. Prokopetz re equipment; review funding request emails of R. Mollenhauer.	6.4
16-09-21	Greenbaum, Stacey	Review of APA and discuss comments with M. Freake; call with Dura re inventory; call with Mitchell re inventory; emails to various warehouses; emails to Principals re inventory; discussion. with S. Damiani.	3.0
16-09-21	Casey, Brian	Data coordination, collection; meetings.	1.0
16-09-21	Brown, Rose	Scan mail received and send to S. Greenbaum.	0.2
17-09-21	Sleeth, Jordan	Various - call with S. Greenbaum re: inventory sales; call with S. Damiani re: APA, timing to circulate to ██████████.	0.8
17-09-21	Damiani, Stefano	Review amended form of APA, provide detailed comments to M. Freake of Dentons; email and telephone correspondence with ██████████; internal correspondence; drafting of Court Report; emails with warehouse; emails with A. Racey of Conway MacKenzie re sale process documents, review summary; review listings and detailed email of J. Prokopetz re MTNA inventory; review insurance policy and detailed email of C. Martin (Rhodes Williams).	5.8
17-09-21	Greenbaum, Stacey	Creditor inquiries email; call with CNA re claim and follow up call with J. Propoketz; update call with J. Sleeth and emails re BY; discuss APA with S. Damiani.	3.2
17-09-21	Casey, Brian	Data coordination, collection; meetings.	1.0
18-09-21	Sleeth, Jordan	Review APA, calls with R. Kennedy re: APA.	0.5
18-09-21	Damiani, Stefano	Review and comment on amended form of APA; emails with Dentons; email to ██████████ re APA; correspondence with team; emails with Landlord group.	1.8
19-09-21	Sleeth, Jordan	APA review.	0.4
20-09-21	Sleeth, Jordan	Call with S. Damiani and S. Greenbaum re: court report, sale approval motion, APA documentation requirements; call with ██████████ re: APA draft; call with R. Mollenhauer and J. Prokopetz re: plating line and BY-Certus HK JV; follow up call with G. Marinangeli.	3.0

Date	Name	Narrative	Hours
20-09-21	Damiani, Stefano	Emails and telephone correspondence re inventory; review bill of sale; emails with ██████████; conference call with ██████████ and legal counsel re APA; emails with J. Prokopetz and Dentons Mexico re creditor attendance; call with bidder; conference call with Principals re intercompany amounts, MTNA, Landlord, pedimentos, and other matters; review email of J. Prokopetz and consultant workplan.	2.7
20-09-21	Greenbaum, Stacey	Discuss APA and bill of sale with J. Sleeth and S. Damiani and review same; call with ██████████ and counsel re APA, review asset listing; call with Principals re BY; call with TD counsel re security; weekly funding request; discussion with warehouses; update statement of receipts and disbursements to September 10.	5.5
20-09-21	Casey, Brian	Data review.	0.5
21-09-21	Sleeth, Jordan	Certus Mexico creditor considerations - calls with counsel in Mexico, debrief with Rob Kennedy (Dentons), consider sale process implications, follow up call with counsel in Mexico, debrief with S. Greenbaum, call to JJ Perojo (Deloitte Mexico) re: same; sale process - calls with ██████████ and A. Racey.	6.7
21-09-21	Damiani, Stefano	Conference calls with Certus Mexico counsel, Principals, and Dentons; review asset reconciliation; review and amend customer settlement agreements; email to ██████████; conference call with ██████████ group re APA; internal correspondence; prepare analysis; emails with customers; emails with Dentons; review banking report.	5.3
21-09-21	Greenbaum, Stacey	Email to TD receiver's certificate; review of asset listing for comments to ██████████; various calls and analysis re Certus Mexico supplier matters; prepare customer settlement agreements for Dura, Mitchell, Konsberg; call with CRA.	7.2
21-09-21	Conorton, Laura	Processing wire payments re warehouses and payroll.	1.5
22-09-21	Sleeth, Jordan	Sale process - draft memo re: Bancomext intervention, call with R. Kennedy re same, circulate draft for revisions; update call with S. Damiani and S. Greenbaum; call with Dentons Mexico re: Amparo strategy; respond to J. Xu re: interest in Certus assets; emails.	5.0
22-09-21	Damiani, Stefano	Attendance on call with Dentons Mexico; draft approach to intercreditor matter, emails with J. Sleeth and Dentons on same; review customer settlement agreement; review and amend memo; emails with Dentons Mexico; review estate general ledger report; review summary and email of M. Freake (Dentons).	4.4
22-09-21	Greenbaum, Stacey	Call with counsel re Certus Mexico creditors and follow up discussion with J. Sleeth and S. Damiani; prepare analysis for TD memo; banking instructions re weekly funding.	4.1

Date	Name	Narrative	Hours
23-09-21	Sleeth, Jordan	Review and approve payments; update sale process memo and circulate to Dentons Mexico for review; review and update estimated realization analyses; calls with S. Greenbaum and R. Kennedy re: same.	3.7
23-09-21	Damiani, Stefano	Emails re inventory transaction and payment; review memo amendments of R. Kennedy and M. Freake of Dentons; review further amendments to memo and analysis; emails with Dentons Mexico; review Certus Mexico financial statements; email re Grupo matter; email of E. Burke (AP Manager) re disbursements.	2.8
23-09-21	Greenbaum, Stacey	Call with J. Propoketz and Tihui re pedimento forms; coordinate with CH re payment; emails with Mitchell re settlement; follow up with customers re inventory; prepare TD memo and discuss. with J. Sleeth; review of Certus Mx financial information; creditor inquiries.	5.6
23-09-21	Conorton, Laura	Processing wire payment to Certus Automotive, funding for week of September 20.	0.6
24-09-21	Sleeth, Jordan	Finalize M&E realization update memo and estimated realizations, circulate same to the Bank; lead call with TD re: Certus Mexico and Bancomext judgement; calls with J. Swan and R. Kennedy re: same; email to M. Nowina re: landlord negotiations.	3.0
24-09-21	Damiani, Stefano	Review emails of R. Lopez (Dentons Mexico); emails with customer and warehouse; review email of J. Carhart (Miller Thomson); prepare and attend conference call with TD; emails with Certus Mexico legal counsel; telephone calls and emails with bidders; correspondence with Landlord's counsel.	2.5
24-09-21	Greenbaum, Stacey	Prepare deposit and cheque requisitions; call with TD Bank and counsel re Certus Mexico actions; review of Mexico counsel emails re Certus Mexico; review of prior emails re Bancomext; call with Inteva.	2.9
26-09-21	Damiani, Stefano	Review email of J. Kaintura (Controller) and fixed asset listing; emails with Dentons Mexico and J. Sleeth.	0.5
27-09-21	Sleeth, Jordan	Planning call with S. Damiani and S. Greenbaum; disbursement review and approvals; emails to Boyang re: MTNA agreement.	1.2
27-09-21	Damiani, Stefano	Conference call with Team; review inventory transaction proposal, instructions; emails with bidders; review and approve banking wires, email to R. Brown on same; email correspondence with A/R customer re alleged set-off details; review email of Dentons Mexico; emails with customer and warehouse re inventory sale; amendments to MTNA communication; emails with J. Prokopetz.	3.0

Date	Name	Narrative	Hours
27-09-21	Greenbaum, Stacey	Banking instructions re bid deposit returns; update call with J. Sleeth and S. Damiani; update call with FGI; discuss CRA request with C. Sullivan; warehouse correspondence (GE, Qualita, Carter; CH); NYX follow up; prepare Quin letter for Dentons Mx; draft MTNA email for J. Sleeth.	6.3
27-09-21	Casey, Brian	Server access and backup.	0.5
27-09-21	Brown, Rose	Trust Banking Administration - Input various entries in Ascend, open and scan mail received and send to S. Greenbaum and J. Chu; scan and filing disbursements.	0.8
27-09-21	Conorton, Laura	Preparing wires for bid deposit returns.	1.2
27-09-21	Sullivan, Carter	June GST/HST adjustment; follow-up on Status of Payroll Audit; call with S. Greenbaum.	1.5
28-09-21	Sleeth, Jordan	Call with S. Greenbaum re: Quin PoA vs. alternate approach, MTNA inventory sale (email D. Spohn re: same); follow up re: Bancomext meeting and update to TD.	1.3
28-09-21	Damiani, Stefano	Emails with warehouses and customers re inventory; emails with bidders; conference call with team; banking instructions; update re Mexico matter; review A/R dispute details; review BY proposal; review settlement agreement; review email of R. Lopez-Velarde (Dentons Mexico).	2.9
28-09-21	Greenbaum, Stacey	Team call re MTNA, Quin, warehouse communications; discuss CRA matters and review HST letter with C. Sullivan; discuss proxy letter from Dentons Mexico with J. Sleeth; calls with GE warehouse.	3.5
28-09-21	Casey, Brian	Server access and backup.	0.5
28-09-21	Conorton, Laura	Wire payments and correspondence with bank.	0.5
28-09-21	Sullivan, Carter	Faxed revised GST/HST Return to CRA.	0.5
29-09-21	Sleeth, Jordan	MTNA exit agreement - call with Boyang re: Certus status and MTNA agreement, update call with D. Spohn of MTNA; memo to Principals of Certus re: Bancomext, update call re same plus: creditor actions in Mexico, A/R realization strategy, debrief with S. Greenbaum; FGI response - draft response considerations and memo to Dentons re: draft response, discuss same with S. Greenbaum; follow ups with JJ Perojo re: Bancomext meeting, update to TD Bank re same.	3.7
29-09-21	Damiani, Stefano	Instructions re CRA audits; review cash budget; emails with customers and warehouses re inventory; conference call with L. Negrete (Qualita) re resolution of remaining inventory, disposal, account details; FGI reconciliation; review emails with Principals re outstanding matters; correspondence re FGI and Euler Hermes insurance.	2.5

Date	Name	Narrative	Hours
29-09-21	Greenbaum, Stacey	Call with MTNA re status and inventory; update call with Principals; discussion with S. Damiani and J. Sleeth; review of weekly funding request; customers discussion re inventory sale (Inteva, Konsberg).	4.1
29-09-21	Brown, Rose	Check online for incoming wire and reply to S. Greenbaum.	0.1
29-09-21	Sullivan, Carter	Coordination with CRA on payroll audit.	0.3
30-09-21	Sleeth, Jorden	Call with S. Greenbaum re: MTNA/BY response, FGI response memo, NYX and Quin responses, draft response to NYX; review and consider landlord update; approve several wire payments; update to TD re: Bancomext meeting; call with R. Kennedy re: realization strategy.	1.5
30-09-21	Damiani, Stefano	Emails and telephone correspondence with C. Martin and M. Beauregard (Rhodes Williams) re insurance; review amended settlement and release document, emails with customer; Laredo warehouse correspondence; review proof of delivery re A/R matter, email of L. Negrete on same; email re A/R dispute; Bancomext update; review and approve cash budget; emails with bidder; emails with NYX re A/R; discussion with S. Greenbaum; emails re Landlord.	2.8
30-09-21	Greenbaum, Stacey	Call with M. Freake re FGI response, prepare first draft, discuss. with J. Sleeth; prepare cheque requisitions re bid deposit return and weekly funding; deposit req; draft email to Quin; warehouse discussions, discuss with S. Damiani; customer follow up re AR.	5.9
30-09-21	Brown, Rose	Update Ascend - Journal Entry to update HST; prepare deposit slip.	0.7
30-09-21	Conorton, Laura	Preparing transfers for weekly funding payments and payment of consulting fees to September 25; preparing wires.	1.0
Total			275.3


Invoice 8002215777
Deloitte Restructuring Inc.

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

ATTN: Mr. Jordan Sleeth
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.

c/o Deloitte Restructuring Inc.
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9
Canada

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

Date: November 22, 2021
Client No.: 1139799
WBS#: TDB00546
Engagement Partner: Jordan Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

In our capacity as Court-appointed receiver and manager of Certus Automotive Inc. and Keen Point International Inc. for the period to October 31, 2021. Refer to the attached detailed time descriptions.

HST applicable	84,529.50
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Expense

Disbursements - Courier

HST applicable	30.39
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Sales Tax

HST at 13.00 %	<u>10,992.79</u>
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Total Amount Due (CAD)	<u>95,552.68</u>
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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
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.	1139799	8002215777	95,552.68	Payment for invoice 8002215777

Contact:

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

Payment Options

1. EFT Payments(remittance email mandatory) :

Preferred Method

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Transit – Institution : 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
Sleeth, Jordan	Partner	36.5	695.00	25,367.50
Damiani, Stefano	Director	49.8	580.00	28,884.00
Greenbaum, Stacey	Senior Manager	51.6	505.00	26,058.00
Casey, Brian	Senior Manager	6.5	505.00	3,282.50
Sullivan, Carter	Senior	9.8	395.00	3,871.00
Tsianos, Nicolette	Senior	1.7	395.00	671.50
Brown, Rose	Trust Administration Manager	0.9	325.00	292.50
Conorton, Laura	Consultant	6.3	175.00	1,102.50
Total Professional Hours and Fees		163.1		89,529.50
Courtesy Discount				(5,000.00)
Disbursements - Courier				30.39
Total Fees and Expenses (CAD)				84,559.89



Appendix #2

Work performed for the period October 1 to October 31, 2021

Date	Name	Narrative	Hours
01-10-21	Damiani, Stefano	Email to M. Marquez (AIIG) of the Landlord; telephone and email correspondence with M. Beauregard of Rhodes Williams re insurance; emails with Dentons; emails with warehouses; emails re Quin receivables; call with J. Sleeth; review email of R. Mollenhauer and Certus Mexico counsel; email to Dentons Mexico; call and emails with R. Kennedy of Dentons; emails with bidder; review email of M. Freake (Dentons).	1.9
01-10-21	Greenbaum, Stacey	Various calls with M. Freake re FGI position paper response, review of loan agreements; call with J. Propoketz re Quin response; funding coordination; customer emails re inventory.	2.1
01-10-21	Brown, Rose	Trust Banking Administration - Take deposit to bank.	0.2
01-10-21	Conorton, Laura	Correspondence with TD on wire and transfer; banking administration	0.3
01-10-21	Sullivan, Carter	Review of payroll audit support documents and prior correspondence; meeting request.	1.0
02-10-21	Damiani, Stefano	Conference call with Dentons; review emails.	0.2
02-10-21	Greenbaum, Stacey	Team call with counsel re Mx landlord.	0.2
03-10-21	Damiani, Stefano	Update of R. Lopez-Velarde (Dentons Mexico), emails.	0.2
03-10-21	Greenbaum, Stacey	Review of FGI position paper response and send to team.	0.5
04-10-21	Sleeth, Jorden	Conference call with BancoMext, pre-call with JJ Perojo, update email to TD post call.	1.5
04-10-21	Damiani, Stefano	Emails with warehouses; various emails with customers, correspondence with S. Greenbaum on same; emails re customer settlement matter; telephone call with J. Jimenez (Grupo Antolin); review BancoMext update, email to J. Sleeth on same; review emails of E. Burke (AP Manager) re customer receipts, review bank statements; emails with R. Mollenhauer re landlord matter; review email of J. Prokopetz to Quin legal counsel; review Dentons letter re FGI reconciliation; email correspondence with with R. Lopez-Velarde (Dentons Mexico).	2.5
04-10-21	Greenbaum, Stacey	Follow up with customers re inventory sales; payroll administration and discussion with B. Pettit; update call with S. Damiani.	2.2
04-10-21	Conorton, Laura	Correspondence with TD on wires from October 1, 2021 and updating documents.	0.2
04-10-21	Sullivan, Carter	Payroll audit support request and discussion with B. Pettit.	0.3

Date	Name	Narrative	Hours
05-10-21	Sleeth, Jordan	Review FGI response letter and provide comments internally, call with R. Kennedy and M. Freake re: comments and steps to finalize; update call with TD re: BancoMext call and Landlord actions.	2.0
05-10-21	Damiani, Stefano	Draft detailed email to BancoMext, correspondence with Dentons on same; review schedule of alleged set offs, email to NYX on same, instructions to J. Prokopetz; draft email re warehouses, discussion with S. Greenbaum on same; call with customer (Dura); review payroll funding request; review emails from customers (Inteva, Kongsberg, USF); review email of B. Pettit (Payroll Manager); emails with R. Mollenhauer re Landlord matter; review security documentation; review email response of Quin legal counsel (Luther Rechtsanwalts-gesellschaft mbH) re A/R dispute; review email of A. Cervantes (CEG Legal); emails to Dentons and J. Sleeth; review email of J. Dyal of NYX.	4.8
05-10-21	Greenbaum, Stacey	Calls with J. Sleeth and counsel re FGI position paper; update call with TD Bank and counsel; call with Dura re inventory; disc. NYX and warehouse items with S. Damiani; payroll funding admin; discuss payment options with Kongsberg.	4.9
05-10-21	Conorton, Laura	Correspondence with TD, S. Greenbaum and customs broker on U.S. representation bank for TD wires.	0.5
06-10-21	Sleeth, Jordan	Review update email to BancoMext, revise and circulate; review and approve payments; call with S. Greenbaum re: payments, Quinn and NYX collection strategy; compile lawsuit summary for circulation to J. Carhart and Carlos Murillo; review warehouse email; circulate MTNA agreement to Boyang.	3.0
06-10-21	Damiani, Stefano	Conference calls and emails with customer (Dura), review invoices; review emails of J. Dyal and D. Liable (CFO) of NYX re alleged A/R set offs; emails with Dentons and JJ Perojo re BancoMext; review contract details re Quin, email of J. Prokopetz; review and approve disbursements; emails with Mitchell and CH Robinson warehouse; amend customer settlement agreement, call with M. Freake (Dentons) on same; email to Grupo re inventory; review emails of B. Pettit (Payroll Manager) re report on customer delivery and payment information; review J. Prokopetz comments re NYX set-off claims.	2.8
06-10-21	Greenbaum, Stacey	Calls with Dura and S. Damiani re inventory sale; review of weekly expenses; review NYX claims; call with M. Freake and S. Damiani re various.	3.9
06-10-21	Casey, Brian	Server data extraction.	1.0
06-10-21	Conorton, Laura	Processing wire to Payworks; banking administration.	0.5
06-10-21	Sullivan, Carter	Payroll Audit support review and coordination.	1.0

Date	Name	Narrative	Hours
07-10-21	Sleeth, Jordan	Telephone call with J. Carhart, Carlos Murillo and R. Kennedy re: options in Mexico to stabilize Certus Mexico, debrief with R. Kennedy; memo to S. Damiani re: landlord call and agenda; memo to Dentons Mexico re: creditor actions and draft response; review and provide comments on draft FGI response.	4.0
07-10-21	Damiani, Stefano	Review cash funding request; review emails of Qualita warehouse and Inteva; review emails of CH Robinson warehouse and Mitchell; Landlord update with J. Sleeth; emails with the Landlord group and its counsel; emails with Kongsberg re payment status; emails and telephone calls with M. Beauregard and C. Martin of Rhodes Williams re insurance; review amended drafts of FGI letter and emails with Dentons on same; review settlement; review emails and attachments of B. Pettit (Payroll Manager), J. Prokopetz re NYX invoices.	3.5
07-10-21	Greenbaum, Stacey	Telephone call with J. Propoketz re Quin and NYX; review of FGI position paper from Dentons and discuss with J. Sleeth; prepare disbursement requisitions; coordination with Kongsberg and Dura re inventory sale.	4.4
07-10-21	Casey, Brian	Data capture.	1.0
07-10-21	Conorton, Laura	Processing transfer to Certus USD funding for week of October 4 re Certus Mexico, banking administration.	0.5
07-10-21	Sullivan, Carter	Payroll audit support package and submission to CRA.	0.5
08-10-21	Sleeth, Jordan	Circulate draft FGI response to TD, J. Carhart, update on other file matters, call with R. Kennedy re: same; prepare for and attend call with Landlord group; status update call with R. Mollenhauer and J. Propoketz; call with R. Mollenhauer re: ongoing role.	3.3
08-10-21	Damiani, Stefano	Conference call with Certus Principals; conference call with the Landlord group and its counsel; emails with L. Negrete (Qualita) re remaining sales, inventory disposal, payment; emails with Dentons; emails with B. Casey re IT update; FGI letter; A/R analysis and review details; internal correspondence.	3.1
08-10-21	Greenbaum, Stacey	Update call with J. Sleeth, S. Damiani, and Principals; emails re Qualita warehouse and discuss with S. Damiani.	2.2
12-10-21	Sleeth, Jordan	Priorities planning meeting with Deloitte and Dentons teams - review landlord status and agreement, FGI response, court report, discussions with ██████████; correspondence with BY re: MTNA exit agreement; review and digest FGI response comments from J. Carhart; circulate summary of judicial claims to J. Propoketz and R. Mollenhauer for Certus updates on amounts due to suppliers.	1.5

Date	Name	Narrative	Hours
12-10-21	Damiani, Stefano	Conference call with Team and Dentons; email to the Landlord Group and Baker McKenzie; review form of loan agreement, litigation summary, and emails of R. Lopez-Velarde of Dentons Mexico; BY/MTNA update; emails with customer (Kongsberg); amendments to form of Landlord Accommodation Agreement; review email of F. Aziz (HSBC) re account closures.	1.9
12-10-21	Greenbaum, Stacey	Team update call with counsel; review of weekly expenses; Kongsberg inventory coordination; creditor inquiries.	2.6
12-10-21	Sullivan, Carter	Coordination with CRA on HST/GST disbursements; email to HSBC to close bank accounts.	0.4
13-10-21	Sleeth, Jordan	Review revised Receiver Certus-Mexico loan agreement and provide comments; provide template to S. Damiani re: judgement creditor letter template; provide PCL summary for TD to J. Swan and R. Phongsivorabouth.	1.1
13-10-21	Damiani, Stefano	Emails with R. Kennedy (Dentons) re lease agreement, update and send Landlord Accommodation Agreement and payment schedule; email of M. Nowina of Baker McKenzie (Landlord counsel); emails with customers; emails with Dentons Mexico re funding agreement; banking administration; conference with Dura re settlement agreement; draft supplier claimant letter, email to J. Sleeth on same; BancoMext update from JJ Perojo (Deloitte Mexico); A/R collection matters; discussion with S. Greenbaum; creditor inquiries.	3.4
13-10-21	Greenbaum, Stacey	Weekly funding review and prepare cheque requisition; telephone call with Dura re update and discuss with S. Damiani; A/R review; telephone call with M. Freake re loan agreement with Certus Mx; creditor inquiries.	3.5
13-10-21	Casey, Brian	Preserving, restoring, backing up, and testing server images from Mexico.	1.0
13-10-21	Brown, Rose	Scan mail received and send to S. Greenbaum.	0.1
13-10-21	Conorton, Laura	Preparing wire/transfer payment to Certus - fund transfer week of October 11 to Mexico; banking administration.	0.5
13-10-21	Sullivan, Carter	Coordination with payroll audit and B. Pettit for payroll audit support.	0.4
14-10-21	Sleeth, Jordan	Conference call with S. Damiani and S. Greenbaum re: Certus priorities (landlord agreement, loan documents, receivable collection efforts); provide comments on draft landlord agreement; review FGI termination fee summary from G. Marinangeli; provide PoA comments to Dentons Mexico; finalize judicial creditors letter and circulate to Dentons.	1.6

Date	Name	Narrative	Hours
14-10-21	Damiani, Stefano	Conference call with Dura re A/R and Inventory settlement agreement; telephone calls with M. Freake of Dentons re Landlord accommodation agreement; emails with Dentons re amended loan document, call with team on same; review MTNA/BY emails and attachments; telephone calls with M. Beauregard (Rhodes Williams).	1.8
14-10-21	Greenbaum, Stacey	Telephone call with S. Wybo of Conway Mackenzie re FGI matter; review CRA letters; correspondence with US Farathane re AR collection; prepare deposit requisition; respond to creditors; review of loan agreement with Receiver and Certus Mx, discussion with J. Sleeth and S. Damiani, send comments; update call with Dura.	3.8
14-10-21	Casey, Brian	Preserving, restoring, backing up, and testing server images from Mexico.	1.0
14-10-21	Sullivan, Carter	Submission of payroll audit support and paystub sample selection.	0.4
15-10-21	Sleeth, Jordan	Review landlord agreement and provide comments.	0.3
15-10-21	Damiani, Stefano	Conference call with Dentons; review executed Dura settlement agreement, emails on same; review emails of J. Prokopetz re Quin A/R; telephone calls and emails with M. Beauregard (Rhodes Williams) re insurance; review CH Robinson warehouse and customer correspondence; banking instructions; call with M. Freak (Dentons) re landlord agreement; review amendments to loan agreement and POA; collection of A/R, review email re adjustment.	2.8
15-10-21	Greenbaum, Stacey	Call with counsel re loan agreement, FGI, landlord; call with Principals and CEG Legal re Quinn; call with J. Propoketz re Quin and NYX analysis and review of same; cheque req; call with CH warehouse.	3.6
15-10-21	Casey, Brian	Preserving, restoring, backing up, and testing server images from Mexico.	1.0
15-10-21	Conorton, Laura	Preparing wire to M&E Mexico plant insurance; checking on receipt of funds.	0.5
18-10-21	Sleeth, Jordan	Quin receivable call with S. Greenbaum, review status of offsets claimed, determine plan to advance claim; review revised Landlord agreement; memo to Dentons re: items to advance further (MTNA, judicial claims, PoA, secured loan agreements).	2.0
18-10-21	Damiani, Stefano	Review and approve bank wire, instructions to L. Conorton; conference call with customer re settlement agreement; email to the Landlord group and Baker McKenzie; email to M. Beauregard (Rhodes Williams) re insurance; review amended form of Landlord agreement, emails with Dentons on same; draft email to the Landlord group re agreement; emails with T. Torres and review payment schedule; emails with B. Casey; review funding protocol.	2.1

Date	Name	Narrative	Hours
18-10-21	Greenbaum, Stacey	Telephone call with J. Sleeth re Quin claim and response; update call with Dura; prepare NYX claim response file; payroll administration with N. Tsianos.	3.9
18-10-21	Conorton, Laura	Processing wire; banking administration.	0.3
18-10-21	Sullivan, Carter	Telephone call with CRA regarding payroll and HST/GST account set-up.	0.3
19-10-21	Sleeth, Jordan	Extend Principals' remuneration agreement, memo to file re: same; landlord analysis.	0.6
19-10-21	Damiani, Stefano	Review and amend NYX set-off analysis, various emails on same; call with S. Greenbaum on same; review payroll; review Quin A/R analysis and emails on same; update on principals; amend form of accommodation agreement; email to Landlord Group on same; emails with Dentons.	2.6
19-10-21	Greenbaum, Stacey	Review of weekly expenses and prepare invoices for Principals; payroll administration with N. Tsianos; emails re insurance claim for ZF; discuss NYX claim with S. Damiani.	2.1
19-10-21	Brown, Rose	Emails to S. Greenbaum and S. Damiani.	0.2
19-10-21	Tsianos, Nicolette	Prepare disbursement vouchers for payroll funding up to October 15, 2021, compile supporting documentation, emails.	0.6
20-10-21	Sleeth, Jordan	Prepare for and attend calls with BancoMext and Landlord group, memo updates to Receiver team; update call with J. Carhart; call with M. Freake re: status of agreements, FGI memo, file planning; provide comments to S. Greenbaum re: NYX offsets claimed; approve payments.	3.2
20-10-21	Damiani, Stefano	Email to J. Prokopetz re supply agreement; emails re payroll and CRA update; conference call re NYX analysis; review weekly cash budget and approve wire payments; prepare and attend conference call with Landlord group and Baker McKenzie; correspondence with Dentons re landlord agreement; conference call with Dentons; BancoMext update; emails.	2.4
20-10-21	Greenbaum, Stacey	Conference call with J. Sleeth and S. Damiani re NYX claim; update call with Dentons; payroll administration; weekly funding request; review of mail from CRA; deposit requisition for USF; email re FGI term fee; email to Principals re Quin.	4.2
20-10-21	Casey, Brian	Data validation; following up on various IT requests.	1.0
20-10-21	Conorton, Laura	Processing wire to Payworks and Certus Auto transfer.	1.0
20-10-21	Tsianos, Nicolette	Payroll funding cheque requisitions, emails.	0.6
21-10-21	Sleeth, Jordan	Various - memo to counsel re: BancoMext call and prepare for call, coordinate meeting with BancoMext; email to landlord counsel; call with R. Kennedy (Dentons) re: same.	1.8

Date	Name	Narrative	Hours
21-10-21	Damiani, Stefano	Telephone call and detailed email to M. Beauregard of Rhodes Williams re insurance refunds and related matters; emails with Controller re VAT; emails with counsel re BancoMext; correspondence re loan agreement; review email of M. Freake (Dentons) and draft BY agreement; review Receivables Purchase Agreement and amendment; emails with N. Tsianos and L. Conorton re payroll journal entries.	1.5
21-10-21	Greenbaum, Stacey	Review loan agreement and send comments to Dentons; update call with S. Damiani and discuss Dura and VAT; revise holdco invoice for R. Mollenhauer; review email from R. Mollenhauer re FGI.	1.9
21-10-21	Brown, Rose	Estate Administration - have Affidavit of Mail signed and scan and save on Q Drive.	0.2
21-10-21	Conorton, Laura	Processing journal entries, update Ascend, estate administration.	1.5
21-10-21	Sullivan, Carter	HST returns and discussion with CRA.	0.5
22-10-21	Sleeth, Jordan	Conference call with M. Nowina (counsel to Landlord) and R. Kennedy (Dentons); review BY-Certus draft exit agreement, finalize and circulate to BY.	1.2
22-10-21	Damiani, Stefano	Emails with R. Mollenhauer re suppliers; email to Dentons; emails with Dentons re BY agreement; telephone call with J. Barnes (Dura) re payment status and settlement; email with T. Torres (Certus Mexico Controller) re VAT.	1.8
22-10-21	Casey, Brian	Data validation; following up on various IT requests.	0.5
24-10-21	Sleeth, Jordan	Review and finalize JV Equity transfer agreement, circulate same to BY with cover memo.	0.3
25-10-21	Sleeth, Jordan	Review PoA document, circulate DRI resolutions to Dentons Mexico, final review of Deloitte-Certus Mexico loan agreement.	0.2
25-10-21	Damiani, Stefano	Review amendments to the loan agreement, emails with Dentons on same; review updated equity transfer and release agreement, emails with Principals on same; creditor inquiry; review updated Power of Attorney, emails with Dentons Mexico on same; emails with insurance adjuster.	1.1
25-10-21	Greenbaum, Stacey	Telephone call with M. Freak re loan agreement; JSS follow up; creditor inquiries; review of mail.	1.5
25-10-21	Brown, Rose	Estate administration, email to S. Greenbaum and S. Damiani.	0.1
25-10-21	Sullivan, Carter	Check of RT0002 confirmation.	0.1

Date	Name	Narrative	Hours
26-10-21	Sleeth, Jordan	Preparatory call with Certus and Receiver team prior to call with BancoMext; call with BancoMext re: attachment order; debrief same with R. Kennedy and J. Carhart; draft memo to TD re: BancoMext strategy, update workstream tracker; Certus receiver team internal meeting re: A/R collection efforts, MTNA, BY, FGI, BancoMext/Landlord strategies and status.	5.2
26-10-21	Damiani, Stefano	Respond to creditor inquiry; review further amendments to the loan agreement and emails of M. Freake (Dentons) and R. Lopez-Velarde (Dentons Mexico) on same; emails with J. Prokopetz and CEG Legal re chemicals; conference call with Team; email to Principals re loan agreement; conference call with J. Prokopetz re customer issues, A/R disputes, and Certus Mexico matters; email to J. Dyal and D. Liable (CFO) of NYX; review email of JA Cervantes of CEG Legal re new supplier actions, emails with Dentons on same; email to M. Beauregard (Rhodes Williams) re pollution insurance renewal; payroll funding.	4.8
26-10-21	Greenbaum, Stacey	Review of weekly expenses and discuss with N. Tsianos; prepare tracking list and discuss with J. Sleeth and S. Damiani; Quin and NYX review with J. Propoketz and S. Damiani; review current R&D and update analysis; call with C. Sullivan re CRA matters and review email to CRA.	4.1
26-10-21	Sullivan, Carter	Call with S. Greenbaum; coordination of source deduction payments; review of source deduction payments and draft to CRA.	1.5
26-10-21	Tsianos, Nicolette	Prepared Certus Mexico funding for week of October 25, 2021.	0.5
27-10-21	Sleeth, Jordan	Update call with TD (M. Vos and J. Swan) re: BancoMext strategy, updates on other realizations.	1.0
27-10-21	Damiani, Stefano	Emails with customer (Dura) re settlement payment timing; review and approve wire transfer re Certus Mexico funding; review supplier litigation summary email and schedule of A. Rodriguez (Dentons Mexico); BancoMext memo; email of R. Mollenhauer re funding; emails with CEG Legal and J. Prokopetz re chemicals; review CRA notices of assessment and summary schedule, instructions to C. Sullivan on same; review email of M. Marquez of the Landlord, draft response.	2.0
27-10-21	Conorton, Laura	Processing wire to Certus - USD fund transfer.	0.5
27-10-21	Sullivan, Carter	Coordination with CRA on source deduction account transfers; completed GST/HST submission and workbook; provided update to team members.	3.4
28-10-21	Sleeth, Jordan	Various - update call with S. Damiani; follow up with BY re: MTNA exit agreement; coordinate landlord call; attend to PoA NTDs; draft update memo to Denton and Deloitte Mexico re: BancoMext and Landlord strategy.	1.2

Date	Name	Narrative	Hours
28-10-21	Damiani, Stefano	Email correspondence with the Landlord and counsel; update from J. Barnes (DURA) re settlement agreement; discussion with J. Sleeth; emails with Dentons Mexico re options analysis; respond to email from bidder group; email re Power of Attorney document; review amendments to equity transfer and release agreement, emails on same; email of E. Burke re funding.	1.5
28-10-21	Brown, Rose	Email to S. Greenbaum and C. Sullivan.	0.1
29-10-21	Sleeth, Jorden	Prepare for and attend call with AIIG (Certus landlord) re: proposal to acquire assets; circulate proposal memo to AIIG, discuss same with R. Kennedy (Dentons).	1.5
29-10-21	Damiani, Stefano	Emails with J. Barnes (Dura) re payment status; email of R. Mollenhauer re funding; email correspondence with claims adjuster; emails with KPI counsel; review payroll; Landlord update.	1.1
Total			163.1


Invoice 8002322375
Deloitte Restructuring Inc.

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

ATTN: Mr. Jordan Sleeth
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.

c/o Deloitte Restructuring Inc.
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9
Canada

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

Date: January 10, 2022
Client No.: 1139799
WBS#: TDB00546
Engagement Partner: Jordan Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

Capacity as Court-appointed receiver and manager of Certus Automotive Inc. and Keen Point International Inc. for the period November 1 to 30, 2021. Refer to the attached detailed time descriptions.

Please see attached appendices.

Sales Tax

HST applicable	51,379.00
HST at 13.00 %	<u>6,679.27</u>

Total Amount Due (CAD)	<u>58,058.27</u>
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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
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.	1139799	8002322375	58,058.27	Payment for invoice 8002322375

Contact:

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

Payment Options

1. EFT Payments(remittance email mandatory) :

Preferred Method

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Transit – Institution : 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
Sleeth, Jordan	Partner	22.7	695.00	15,776.50
Damiani, Stefano	Director	44.6	580.00	25,868.00
Greenbaum, Stacey	Senior Manager	15.2	505.00	7,676.00
Casey, Brian	Senior Manager	0.5	505.00	252.50
Tsianos, Nicolette	Senior	8.3	395.00	3,278.50
Brown, Rose	Trust Administration Manager	0.9	325.00	292.50
Conorton, Laura	Consultant	4.2	175.00	735.00
Total Professional Hours and Fees		96.4		53,879.00
Courtesy Discount				(2,500.00)
Out of pocket Expenses				-
Total Fees and Expenses (CAD)				51,379.00


Appendix #2
Work performed for the period November 1 to November 30, 2021

Date	Name	Narrative	Hours
01-11-21	Conorton, Laura	Processing wire payment to Payworks; banking administration.	0.5
01-11-21	Damiani, Stefano	Review payroll, sign wire payment; telephone call with M. Sennot (Boughton Law) re supplier agreement, Keen Point Limited; banking instructions to L. Conorton re Dura; review emails with Nanton Boyuan Automotive; review email of M. Beauregard of Rhodes Williams re insurance.	1.3
01-11-21	Tsianos, Nicolette	Telephone call with CRA regarding June 2021 GST/HST refunds; review tax documents; review payroll and prepare disbursement voucher for funding; emails and banking instructions.	1.5
02-11-21	Brown, Rose	Compile tax correspondence, email to team.	0.3
02-11-21	Conorton, Laura	Tracking incoming wire.	0.1
02-11-21	Damiani, Stefano	Follow up email to J. Barnes (Dura) re payment status; review detailed email of M. Sennot, counsel for supplier; review email of J. Prokopetz; review A/R dispute details; review CRA correspondence; emails with M. Beauregard re insurance; response from Nanton Boyuan Automotive; review email of R. Lopez-Velarde (Dentons Mexico); review Notice of Lien.	3.7
02-11-21	Sleeth, Jordan	Review payments, consider principals' matter and liaise with R. Mollenhauer on same; email correspondence; exchange with BY re: BY-Certus exit agreement.	1.4
02-11-21	Tsianos, Nicolette	Prepared disbursement vouchers; banking instructions.	0.5
03-11-21	Damiani, Stefano	Review weekly funding request and emails with T. Torres (Controller, Certus Mexico) on same; email and telephone correspondence with M. Sappoci (CH Robinson warehouse) re release of goods; emails with Dura re inventory; various emails and voicemails with L. Negrete and R. Vermulen (Qualita warehouse); correspondence with E. Flores of Delotite Mexico; review payroll invoice, email of B. Pettit; banking instructions to N.Tsianos.	1.8
03-11-21	Sleeth, Jordan	Exchange with Z. Wang of BY re: Certus-BY exit agreement, provide court order and organization chart to BY and memo re: receiver's powers; update to MTNA re: exit agreement, emails.	1.1
04-11-21	Damiani, Stefano	Emails with principals re weekly funding; emails with warehouse and customer; review detailed email of R. Kennedy (Dentons) re options; review email of Blakes re FGI receipts analysis, emails with Dentons and J. Sleeth on same.	0.9

Date	Name	Narrative	Hours
04-11-21	Sleeth, Jordan	Consider FGI debt in Germany, memo to Dentons re: FGI position paper response, email correspondence.	0.7
04-11-21	Tsianos, Nicolette	Prepared disbursement vouchers for Certus Mexico for weekly funding; banking instructions.	1.6
05-11-21	Casey, Brian	Follow-up on various outstanding requests	0.5
05-11-21	Conorton, Laura	Preparing wire to Certus, funding, banking administration.	0.5
05-11-21	Damiani, Stefano	Telephone call with M. Beauregard (Rhodes Williams) re pollution insurance; emails with J. Prokopetz; banking instructions to N. Tsianos; review BancoMext offer memo; emails with CH Robinson and Dura re logistics, inventory, bill of lading.	1.8
05-11-21	Sleeth, Jordan	Review BancoMext memo, circulate internally for final review; update call with J. Swan and R. Kennedy; emails.	1.2
08-11-21	Damiani, Stefano	POA; review detailed email of R. Lopez-Velarde of Dentons Mexico; telephone call with J. Sleeth; funding email from E. Burke; conference call with Deloitte Mexico re BancoMext and next steps; review update from J. Prokopetz re Quin A/R, review details on same.	1.9
08-11-21	Sleeth, Jordan	Review Boyuan comments to Exit Agreement, circulate same to M. Freake of Dentons; conference call; review CEG PoA and respond to R. Mollenhauer; call with S. Damiani.	1.3
09-11-21	Damiani, Stefano	Review and execute POA re legal litigation, email to R. Mollenhauer on same; email of M. Freake (Dentons) re agreement and amendment; review A/R dispute details.	2.6
10-11-21	Conorton, Laura	Processing wire to Certus; banking administration.	0.6
10-11-21	Damiani, Stefano	Emails with CFO and Controller of NYX re A/R dispute; conference call with Principals; review update from Germany counsel re A/R dispute; review funding request package of T. Torres (Controller), banking instructions to N. Tsianos; review emails of R. Kennedy (Dentons) and R. Lopez-Velarde (Dentons Mexico) re strategy; emails with J. Prokopetz and CEG Legal re chemicals; review updated supplier claim listing and email of Dentons Mexico on same.	2.8
10-11-21	Sleeth, Jordan	Conference call with Certus Principals re: realization updates; review memo from Dentons Mexico re: options; email correspondence.	1.9
10-11-21	Tsianos, Nicolette	Prepared Certus Mexico funding for the week of November 8, 2021; banking instructions.	0.8
11-11-21	Damiani, Stefano	Emails with E. Burke (AP Manager); execute POA and emails with R. Mollenhauer on same; instructions to A. Sinan.	0.5
12-11-21	Damiani, Stefano	Emails with B. Pettit (Payroll Manager); emails with M. Freake (Dentons); telephone call and emails with E. Burke (Payroll Manager); review and compile supplier information; telephone call and emails with J. Prokopetz re chemicals, BY information	1.4

Date	Name	Narrative	Hours
12-11-21	Sleeth, Jordan	Status update memo to Dentons Mexico - draft and circulate; follow up with Deloitte Mexico; email correspondence.	0.8
15-11-21	Damiani, Stefano	Review email from former supplier; review emails of B. Pettit (Payroll Manager) and J. Prokopetz.	0.3
16-11-21	Damiani, Stefano	Emails with Rhodes Williams re insurance; conference call with Dentons and Deloitte Mexico; emails with J. Prokopetz re chemicals; call with J. Sleeth; emails re A/R dispute and POA; review A/R details; emails with legal counsel.	3.4
16-11-21	Sleeth, Jordan	Conference call with Dentons Mexico re: options analysis and related considerations; email correspondence; telephone discussion with S. Damiani.	1.6
17-11-21	Conorton, Laura	Correspondence with N. Tsianos and R. Brown on receipt and disbursement regarding Certus U.S account; processing wire transfer and receipt of funds; banking administration.	1.5
17-11-21	Damiani, Stefano	Review Certus Mexico funding request package, emails with T. Torres (Controller), and instructions to N. Tsianos; emails with J. Prokopetz; prepare and attend conference call with NYX CFO and Controller re A/R dispute; telephone call with J. Prokopetz; review information re Preh A/R, correspondence with J. Prokopetz on same.	3.5
17-11-21	Sleeth, Jordan	Conference call with J. Swan, M. Vos and R. Kennedy re: realization strategy.	0.5
17-11-21	Tsianos, Nicolette	Prepared Certus Mexico weekly funding request package; prepared deposit requisition; emails re banking administration.	2.6
18-11-21	Damiani, Stefano	Emails with J. Prokopetz, D. Martinez, and J. Baca (Landlord) re site visit and chemicals; correspondence re BancoMext; email to Preh management re additional information, demand for payment; review memo of Dentons Mexico; review power of attorney, emails of R. Mollenhauer on same; call with J. Sleeth; inquiry from potential purchaser.	2.8
18-11-21	Sleeth, Jordan	Liaise with BancoMext and the landlord re: realization strategy; email correspondence; telephone discussion with S. Damiani.	1.1
19-11-21	Damiani, Stefano	Review email of R. Mollenhauer re chemicals; review finalized FGI letter and emails of Dentons on same; emails of J. Prokopetz and German counsel re Quin.	0.6
22-11-21	Damiani, Stefano	Conference call with team; emails to Principals; review email response of BancoMext re chemical disposal; review updated JV exit agreement and email to BY on same.	1.9
22-11-21	Greenbaum, Stacey	Internal team call with J. Sleeth and S. Damiani; review email correspondence; review analysis.	2.6

Date	Name	Narrative	Hours
22-11-21	Sleeth, Jordan	Conference call with Dentons Mexico re: status of M&E realizations given Bancomext attachment; plan for call with Bancomext; call with M. Nowina (Mexico landlord counsel) re: Receiver efforts to realize M&E; Boyuan exit agreement - review revised agreement, circulate to Boyuan; internal call with S. Damiani and S. Greenbaum re: status update on A/R collections, funding, MTNA status, next steps.	3.3
23-11-21	Brown, Rose	Trust Banking Administration - Prepare Update R&D and pull detail report as support and send to S. Greenbaum.	0.4
23-11-21	Damiani, Stefano	Conference call with J. Prokopetz and R. Mollenhauer; internal team call.	1.0
23-11-21	Greenbaum, Stacey	Call with Principals, J. Sleeth and S. Damiani re file status and next steps.	1.0
23-11-21	Sleeth, Jordan	Update call with Certus Principals, S. Damiani and S. Greenbaum (FGI, MTNA, loan agreement, M&E sale effort); debrief with Receiver team; emails.	1.2
24-11-21	Conorton, Laura	Wire transfer to Certus re weekly funding; banking administration.	0.6
24-11-21	Damiani, Stefano	Review emails of T. Torres (Controller) and N. Tsianos, approve Certus Mexico budget; email to NYX Controller re A/R; prepare A/R settlement document; call with S. Greenbaum; emails with R. Mollenhauer; review emails with Hong Kong counsel (Zhong Lun); review email of BY; review CEG Legal letter re Quin matter and emails on same.	2.3
24-11-21	Greenbaum, Stacey	Coordinate weekly expenses with N. Tsianos; prepare funding certificate package, review of current R&D; update call with S. Damiani; email correspondence.	3.1
24-11-21	Sleeth, Jordan	Telephone call with C. Burr (Blakes) re: FGI response to Receiver letter, settlement parameters; debrief with R. Kennedy (Dentons).	0.8
24-11-21	Tsianos, Nicolette	Prepared Certus Mexico funding for week of November 22, 2021, emails.	1.3
25-11-21	Damiani, Stefano	Emails with R. Mollenhauer and Zhong Lun; review email of E. Burke (AP Manager) re funding.	0.2
26-11-21	Damiani, Stefano	Emails with B. Pettit (Payroll Manager); review email correspondence with Hong Kong counsel; email to B. Casey re data capture; voicemail and email to J. Schuntz (Trade Win) re JSS draw back amount; review R. Mollenhauer email re Certus Hong Kong; email to L. Thomas (Dura) re CH Robinson; conference call with team; emails with E. Burke (AP Manager).	2.7
26-11-21	Greenbaum, Stacey	Conference call with J. Sleeth and S. Damiani re funding request; email correspondence.	1.9

Date	Name	Narrative	Hours
26-11-21	Sleeth, Jordan	Call with S. Greenbaum and S. Damiani re: Mexico realization strategy, funding request, receivership matters; call with Certus Mexico Landlord re realization status and negotiations.	2.3
29-11-21	Conorton, Laura	Update Ascend, journal entries, estate general ledger allocation, emails on same.	0.4
29-11-21	Damiani, Stefano	Emails with L. Schuntz of Trade Win re JSS; telephone call with M. Beauregard (Rhodes Williams) re pollution insurance renewal quotes and timing; draft equipment analysis email, email to team; review email of Forward Alliance Consultants re Certus Hong Kong; various emails with L. Thomas (Dura) and M. Sopoci and R. Hurtado (CH Robinson) re shipment change and status; TD reporting update; emails with B. Pettit (Payroll Manager) and E. Burke (AP Manager); emails of R. Lopez-Velarde (Dentons Mexico) re POA, loan agreement; emails re TD account balances; review emails of R. Mollenhauer.	3.7
29-11-21	Greenbaum, Stacey	Review of funding request and requirements, and prepare updated analysis; emails.	2.8
29-11-21	Sleeth, Jordan	Telephone call with S. Greenbaum re: funding requirements, planning memo; follow up memo to Dentons Mexico re: PoA, advances agreement; review options memo and provide comments to Dentons Mexico.	1.4
30-11-21	Brown, Rose	Compile documentation and CRA information, email to S. Greenbaum and S. Damiani.	0.2
30-11-21	Damiani, Stefano	Email of J. Prokopetz re chemicals; email of L. Thomas (Dura) re inventory shipment status; conference call with team re options analysis; amendments options memo; review payroll information and email of B. Pettit on same; emails with Dentons; call with S. Greenbaum; review email of E. Burke (AP Manager) re FGI.	3.5
30-11-21	Greenbaum, Stacey	Review of equipment and plant exit considerations with J. Sleeth and S. Damiani and prepare email for TD re the same; review of Certus Mexico AP listing against supplier lawsuits.	3.8
30-11-21	Sleeth, Jordan	Review draft update memo to TD, call with S. Damiani and S. Greenbaum re: TD update memo; further revisions to same, call with R. Kennedy (Dentons) re: same.	2.1
Total			96.4


Invoice 8002335486
Deloitte Restructuring Inc.

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

ATTN: Mr. Jordan Sleeth
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.

c/o Deloitte Restructuring Inc.
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9
Canada

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

Date: January 17, 2022
Client No.: 1139799
WBS#: TDB00546
Engagement Partner: Jordan Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

In our capacity as Court-appointed receiver and manager of Certus Automotive Inc. and Keen Point International Inc. for the period December 1 to 31, 2021. Refer to the attached detailed time descriptions.

Sales Tax

HST applicable	93,553.50
HST at 13.00 %	<u>12,161.96</u>
Total Amount Due (CAD)	<u>105,715.46</u>

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

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Deloitte Restructuring Inc., Receiver of Certus Automotive Inc. et al.	1139799	8002335486	105,715.46	Payment for invoice 8002335486

Contact:

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

Payment Options

1. EFT Payments(remittance email mandatory) :

Preferred Method

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Transit – Institution : 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
Sleeth, Jordan	Partner	51.4	695.00	35,723.00
Damiani, Stefano	Director	60.2	580.00	34,916.00
Greenbaum, Stacey	Senior Manager	61.3	505.00	30,956.50
Tsianos, Nicolette	Senior	9.1	395.00	3,594.50
Sullivan, Carter	Senior	3.8	395.00	1,501.00
Brown, Rose	Trust Administration Manager	3.9	325.00	1,267.50
Conorton, Laura	Consultant	3.4	175.00	595.00
Total Professional Hours and Fees		193.1		108,553.50
Courtesy Discount				(15,000.00)
Out of pocket Expenses				-
Total Fees and Expenses (CAD)				93,553.50


Appendix #2
Work performed for the period December 1 to 31, 2021

Date	Name	Narrative	Hours
01-12-21	Conorton, Laura	Processing wire payment to payworks	0.5
01-12-21	Damiani, Stefano	Approve payroll and sign wire transfer; review supplier listing; attend conference call with TD and counsel; email to team re action plan; emails with [REDACTED]; [REDACTED] emails with [REDACTED]; review emails of R. Mollenhauer; review amendments to BY equity interest transfer and mutual release agreement, and emails on same.	2.5
01-12-21	Greenbaum, Stacey	Team call with TD re current file status and post discussion with J. Sleeth and S. Damiani; discussion re weekly funding request with N. Tsianos, emails to Certus Principals re the same.	2.6
01-12-21	Sleeth, Jordan	Review updated BY/MTNA exit agreement, revise with Dentons and Certus comments, memo to BY re: agreement requirements, coordinate meeting to finalize; call with TD Bank re: landlord and BancoMext update, proposed next steps, debrief call with S. Greenbaum and S. Damiani; update memo to Certus principals.	2.3
01-12-21	Tsianos, Nicolette	Prepared funding for Certus Mexico for week of Nov 29, 2021; prepared KPI payroll funding for Oct 5 - Nov 25, 2021; correspondence with team.	1.7
02-12-21	Conorton, Laura	Processing wire transfer to Certus.	0.5
02-12-21	Damiani, Stefano	Review and approve funding request, call with S. Greenbaum on same; emails with L. Thomas (Dura) and R. Hurtado (CH Robinson) re inventory shipment; conference call with [REDACTED] review claims schedule; call with J. Sleeth; email to [REDACTED] and [REDACTED]; review creditor inquiry; emails with R. Lopez-Valerde (Dentons Mexico); review email of T. Torres (Controller) re advances to Certus Mexico.	2.9
02-12-21	Greenbaum, Stacey	Review of banking and send details to C. Burr (Blakes) re FGI; correspondence with Certus Mexico re weekly funding; prepare funding request package; correspondence with J. Sleeth; telephone call with S. Damiani.	2.5
02-12-21	Sleeth, Jordan	Call with [REDACTED] and S. Damiani re: asset realization options given landlord intentions; debrief with S. Damiani; review [REDACTED] information request and call with S. Damiani re: same; review funding memo, call with S. Greenbaum re: same.	2.3
02-12-21	Tsianos, Nicolette	Finalized weekly funding request for Certus Mexico.	0.2
03-12-21	Damiani, Stefano	Conference call with [REDACTED]; emails with L. Thomas of Dura re shipment status; review funding analysis.	1.2

Date	Name	Narrative	Hours
03-12-21	Greenbaum, Stacey	Follow up with NYX; review of Dentons Mexico comments; emails to TD; correspondence with Certus re weekly funding.	2.2
03-12-21	Sleeth, Jordan	Call with ██████ re: asset realization options and landlord intentions.	1.0
06-12-21	Damiani, Stefano	Conference call with R. Kennedy and M. Freake of Dentons; telephone call and emails with ██████ ██████; call with J. Sleeth; email to R. Lopez-Velarde (Dentons Mexico); review email of J. Dyal (NYX) re A/R dispute, call with S. Greenbaum on same; review amendments to BY agreement and emails with Dentons on same.	2.4
06-12-21	Greenbaum, Stacey	Call with Dentons re Mexico actions and M&E; follow up discussion with J. Sleeth and S. Damiani; call with Richard (TD); review of correspondence.	2.1
06-12-21	Sleeth, Jordan	MTNA exit agreement - call with Buyang re: JV exit agreement, debrief with R. Kennedy; revise JV exit agreement and circulate to Dentons for review; calls with S. Greenbaum and S. Damiani re: Mexico asset realizations; follow up call with R. Kennedy.	4.0
07-12-21	Damiani, Stefano	Review offer letter re two equipment units, emails on same; review weekly cash budget and funding request of T. Torres (Controller, Certus Mexico); conference call and emails with ██████ telephone call with S. Greenbaum re NYX A/R dispute, review settlement calculation; conference call with team; emails with L. Thomas (Dura) re inventory delivery status; emails with R. Lopez-Velarde of Dentons Mexico; review amendments to BY agreement, email of M. Freake (Dentons) on same; review email and CEG letters re Quin A/R; review email of B. Pettit (Payroll Manager); email correspondence with J. Prokopetz and R. Mollenhauer; email to CH Robinson.	3.5
07-12-21	Greenbaum, Stacey	Internal team call with J. Sleeth and S. Damiani; review of NYX set off claim with S. Damiani and prepare follow up to NYX; weekly funding coordination; review of mail and confirm term deposits with TD.	3.1
07-12-21	Sleeth, Jordan	Call with S. Damiani and S. Greenbaum re: asset realizations, purchaser; call with ██████ re: asset realizations, debrief with S. Damiani; further revise BY-Certus JV exit agreement and BY-Certus supplier exit agreements, circulate same to BY.	2.6
07-12-21	Tsianos, Nicolette	Prepared weekly funding for Certus Mexico.	0.9
08-12-21	Conorton, Laura	Processing wire to Certus, funding for week of December 6.	0.5
08-12-21	Damiani, Stefano	Conference call with ██████; email correspondence with L. Thomas (Dura) and M. Sopoci (CH Robinson) re shipment; call with ██████ re equipment; emails with J. Prokopetz re A/R; review pedimento tax listing, emails with J. Prokopetz and ██████ on same; conference call with J. Prokopetz and J. Sleeth; review Mexican court legal filings, email to R. Lopez-Velarde (Dentons Mexico) on same; review amendments to BY agreement and emails on same.	3.9

Date	Name	Narrative	Hours
08-12-21	Greenbaum, Stacey	Weekly funding coordination.	0.5
08-12-21	Sleeth, Jordan	Call with ██████ re: revised asset bid; calls with R. Kennedy and M. Freake re: Boyuang documents, revise same and circulate to Boyuang in advance of call on December 9.	2.0
09-12-21	Damiani, Stefano	Telephone calls with ██████ review Letter of Intent from ██████; detailed email to Dentons re next steps re ██████, and creditors; approve disbursement request; email correspondence with R. Lopez-Velarde (Dentons Mexico); emails with ██████ and Certus Mexico staff re site visit; telephone call with J. Prokopetz; emails with ██████ re pedimentos; emails with ██████; plating line detail.	5.6
09-12-21	Greenbaum, Stacey	Prepare cheque requisition re Principals funding and correspondence with Principals re funding.	0.5
09-12-21	Sleeth, Jordan	MTNA - call with Boyuang to finalize Equity Transfer Agreement, debrief call with R. Kennedy.	1.0
10-12-21	Conorton, Laura	Processing wire payment to Certus.	0.5
10-12-21	Damiani, Stefano	Prepare and attend conference call with Dentons re equipment realization strategy, offers; conference call with ██████ and Certus re pedimentos; emails to T. Torres (Controller) and J. Prokopetz re pedimento documentation and asset listing; telephone correspondence with J. Prokopetz; review payroll, emails with B. Pettit (Payroll Manager) on same; correspondence with S. Greenbaum; call with ██████ call and emails with ██████ conference call with J. Prokopetz re ██████; emails re BY agreement and review documents.	4.3
10-12-21	Greenbaum, Stacey	Call with Dentons re M&E next steps; pedimentos calls with Jim P. and S. Damiani; call with ██████ and Certus MX re M&E; review of information for ██████ and send to ██████ NYX follow up; update Certus MX funding agreement.	3.7
10-12-21	Sleeth, Jordan	Call with S. Damiani and S. Greenbaum and Dentons re: asset sales and memo from Dentons Mexico; review asset listing and circulate same re: priority assets; memo to JJ Perojo re: asset sale; MTNA - revise and circulate Equity Transfer agreement to BY, circulate same to Certus principals; call with R. Kennedy re: same.	3.1
12-12-21	Damiani, Stefano	Emails with ██████; review emails of R. Mollenhauer.	0.1
12-12-21	Sleeth, Jordan	Review loan agreement and circulate to Certus principals.	0.2
13-12-21	Damiani, Stefano	Conference call with Principals; telephone calls with ██████ emails with ██████; review of pedimento documents and emails of T. Torres (Controller on same); email to ██████; correspondence with J. Prokopetz; review financial statements, emails with J. Kaintura (Certus Canada Controller); correspondence with S. Greenbaum; review email of J. Dyal of NYX.	3.4

Date	Name	Narrative	Hours
13-12-21	Greenbaum, Stacey	Pedimentos review, call S. Damiani and J. Prokopetz on same, compile pedimentos documents and send to [REDACTED]; review of Toshiba leases and related information.	4.1
13-12-21	Sleeth, Jordan	Call with Principals re: Boyuan exit agreement requirements; updates re: asset realizations; debrief with S. Damiani and S. Greenbaum; emails to Z. Wang re Boyuan; review revisions to Boyuan agreement from Boyuan; call with S. Damiani and S. Greenbaum re: [REDACTED] interest and [REDACTED] interest in key equipment; update call with R. Kennedy re: same.	2.7
13-12-21	Sullivan, Carter	Coordination re information transfer from Certus employee.	0.3
13-12-21	Tsianos, Nicolette	Prepared cheque requisition for CAI payroll funding for 3 pay periods from Nov 1 - Dec 10, 2021.	0.8
14-12-21	Brown, Rose	Trust Banking Administration - Deposit; review mail and email to S. Greenbaum on same.	0.5
14-12-21	Conorton, Laura	Processing wire payment to Payworks.	0.5
14-12-21	Damiani, Stefano	Review asset documentation; conference call with R. Mollenhauer; CRA matters re HST returns; correspondence with S. Greenbaum; conference call with [REDACTED]; legal update re Quin A/R dispute; conference call and emails with J. Prokopetz re fixed assets, pedimentos; review tax returns and fixed asset ledger, emails with J. Kantura (Certus Canada Controller) and R. Mollenhauer on same; email to [REDACTED]; correspondence with J. Sleeth.	5.1
14-12-21	Greenbaum, Stacey	Review equipment leases, discussion with S. Damiani; call with R. Mollenhauer and S. Damiani re M&E and follow up email; review HST returns prepared by C. Sullivan; update call with team; review of deposit requisition.	4.3
14-12-21	Sleeth, Jordan	Call with J. Swan and R. Phongsivorabouth re: borrowing needs; MTNA and Boyuan agreement - liaise with Boyuan and Certus principals re: execution timing and final form of agreements.	0.7
14-12-21	Sleeth, Jordan	Call with R. Kennedy re: Pedimentos, review same re: Toshiba (1450/610); call with [REDACTED] and S. Damiani re: offer to purchase; call with S. Damiani and S. Greenbaum re: payments/funding, asset sale strategy/plan.	1.9
14-12-21	Sullivan, Carter	Coordination courier service to pick up IT equipment from Megan Mackinnon; emails with S. Greenbaum.	0.3
14-12-21	Tsianos, Nicolette	Prepared deposit requisition for week of Dec 13, 2021.	0.2
15-12-21	Damiani, Stefano	Conference call with Dentons re equipment; conference call, emails with [REDACTED]; conference call with J. Philpott of Toshiba re UCC registrations and termination statement; email and telephone correspondence with J. Prokopetz; correspondence with S. Greenbaum; call with [REDACTED]; creditor inquiry; review funding request; emails with [REDACTED]; review form of bill of sale.	3.4

Date	Name	Narrative	Hours
15-12-21	Greenbaum, Stacey	Call with Dentons re M&E sale; call with Toshiba re leases and releasing liens; disc. pedimentos with Jim P; internal team update call; review of weekly expenses; call with █████	5.2
15-12-21	Sleeth, Jordan	Call with Dentons re: realization of M&E, draft BoS, security review; call with S. Damiani and S. Greenbaum re: draft Bill of Sale, consider same, provide comments to Dentons; review and consider FGI response letter.	2.2
15-12-21	Sleeth, Jordan	MTNA - Boyuang - review final form of agreement including Dentons comments, circulate to Certus Principals, coordinate execution meeting.	1.5
16-12-21	Brown, Rose	Trust Banking Administration - Pull general ledger and online banking reports, update R&D and send to S. Greenbaum.	0.6
16-12-21	Conorton, Laura	Processing wire transfer to Certus.	0.5
16-12-21	Damiani, Stefano	Conference call and emails with Dentons re bills of sale; review updated MTNA exit agreement and emails on same; approve budget transfer to Certus Mexico; review updated asset listing from █████; emails with █████ and █████; telephone call and emails with █████; call and emails with J. Philpott of Toshiba re registrations, termination statement; review funding; emails with R. Mollenhauer; review Zhejiang Fanyuan document, emails re JY agreement; conference call with Team; emails and call with J. Prokopetz.	6.4
16-12-21	Greenbaum, Stacey	Review of weekly expenses; pedimentos review; update analysis; group call with █████ re sale of equipment; conference call with Toshiba; review of █████ BOS, discussion with Dentons; call with J. Sleeth and S. Damiani.	6.3
16-12-21	Sleeth, Jordan	MTNA - Boyuan agreement closings - review final documents, liaise with Boyuan re: same, attend virtual closing with Boyuan, attend to signatures and gathering executed documents, courier to China, circulate executed PDFs to MTNA and Boyuan, consider proceeds allocation; review analysis with S. Greenbaum and S. Damiani; review draft Bill of Sale with receiver and Dentons teams.	7.3
16-12-21	Tsianos, Nicolette	Prepared Certus Mexico funding for week of Dec 13, 2021; reconciled Certus Mexico weekly payments to payment confirmations for November, December 2021.	2.2
17-12-21	Damiani, Stefano	Various emails with █████ re pedimentos, site visit; telephone and email correspondence with J. Prokopetz; MTNA update emails; conference call with █████ re pedimentos; correspondence with █████; review █████ Bill of Sale, email to Dentons.	1.7
17-12-21	Greenbaum, Stacey	Call with █████ and Certus Mx; review of FGI response document; review of HST returns; JSS follow up.	2.2
17-12-21	Sleeth, Jordan	Discussion with R. Kennedy re: M&E sale issues, MTNA settlement proceeds, FGI settlement; email memo to Dentons Mexico; circulate FGI settlement letter to TD and counsel; call with JJ Perojo re: BancoMext meeting.	2.0

Date	Name	Narrative	Hours
17-12-21	Sullivan, Carter	Coordination courier service to pick up IT equipment; emails Deloitte mail room and M.Mackinnon; filed GST/HST return and follow-up with CRA.	1.5
19-12-21	Damiani, Stefano	Conference call with Dentons re bill of sale; email to [REDACTED]	0.5
19-12-21	Greenbaum, Stacey	[REDACTED] bill of sale call with Dentons.	0.8
19-12-21	Sleeth, Jorden	Review [REDACTED] BoS comments; call with Receiver and Dentons team re: same; email memos to Deloitte Mexico re: Bancomext; email memo to TD re: FGI settlement proposal.	1.4
20-12-21	Brown, Rose	Trust Banking Administration - Deposit; compile and send documentation to S. Greenbaum.	0.7
20-12-21	Damiani, Stefano	Conference calls and emails with [REDACTED] and [REDACTED]; correspondence with Dentons; emails with [REDACTED] re pedimentos; telephone call with J. Prokopetz re pedimentos; conference call with Landlord; conference call with JSS re A/R dispute; review email of J. Dyall of NYX re A/R; banking instructions to R. Brown.	2.5
20-12-21	Greenbaum, Stacey	Prepare pedimentos files for [REDACTED] and calls with [REDACTED]; call with JSS re account; call with Richard P re eTreasury accounts; prepare ERV and reporting memo to TD; prepare deposit reqs; discuss MTNA inventory with J. Sleeth; review CRA letter; call with [REDACTED]	6.1
20-12-21	Sleeth, Jorden	Call with [REDACTED] re: Bill of Sale, deal structure; call with Landlord re: realization plan; call with D. Spohn of MTNA re: excess inventory.	2.3
20-12-21	Sullivan, Carter	CRA follow-up on GST/HST FX change.	0.2
21-12-21	Conorton, Laura	Recording incoming wire	0.4
21-12-21	Damiani, Stefano	Email correspondence with J. Philpott (Toshiba) re UCC discharge and termination statement; review bill of sale, emails with Dentons on same; draft agenda, conference call with Team; conference call with Dentons Mexico; pollution insurance renewal details, emails with C. Martin on same; banking instructions; telephone call with [REDACTED].	2.7
21-12-21	Greenbaum, Stacey	Call with J. Sleeth and S. Damiani re review of [REDACTED] bill of sale and revise as required, [REDACTED] deal, and various; call with Dentons Mexico re M&E update; update forecast and reporting memo to TD; emails re JSS receivable; emails re payroll funding.	5.2
21-12-21	Sleeth, Jorden	Call with TD (Vos, Swan, Phongsivorabouth) and Miller Thomson (J. Carhart) re: FGI settlement proposal, debrief with R. Kennedy; call with Dentons Mexico re: realization strategy, debrief with R. Kennedy; call with S. Greenbaum, S. Damiani and M. Freake re: Bill of Sale, circulate revised BoS for internal review.	2.6
21-12-21	Sullivan, Carter	Email to S. Greenbaum Re: GST/HST and payroll audit.	0.2

Date	Name	Narrative	Hours
22-12-21	Brown, Rose	Trust Banking Administration - Wire and Disbursement cheque for Insurance. Several email/discuss regarding wire instructions.	1.6
22-12-21	Damiani, Stefano	Conference call with Dentons re bill of sale; conference call with J. Prokopetz and R. Mollenhauer; emails with C. Martin (Rhodes Williams) re pollution insurance; email and analysis re payments; call with ██████████); review amended form of Bill of Sale; conference call with ██████; amend Landlord correspondence.	3.2
22-12-21	Greenbaum, Stacey	Call with Dentons re ██████ BOS; call with Certus principals re MTNA, Quin, Mx operations and M&E sale; review of Toshiba release docs; review equipment listing per ██████.	4.0
22-12-21	Sleeth, Jordan	Call with Dentons re: Bill of Sale issues; call with principals re: Certus Mexico realizations, status updates; call with C. Burr re: FGI settlement; call with R. Kennedy re: M&E realization issues, Principals; call with ██████ re: BoS, transaction concerns; revise BoS, review Tax memo from Deloitte Mexico, circulate BoS; draft memo of understanding for Landlord, circulate for comments.	4.8
22-12-21	Sullivan, Carter	Filed GST/HST returns for September 2021 to October 2021 and sent change letter to CRA. Follow-up on status of payroll audits.	1.3
22-12-21	Tsianos, Nicolette	Updated payment confirmations tracker based on updated support provided.	2.4
23-12-21	Brown, Rose	Trust Banking Administration - Disbursement Transfer. Confirm transfer with TD and pull online banking report to confirm processed and send to S. Greenbaum.	0.5
23-12-21	Damiani, Stefano	Conference call with Principals; conference call with ██████ group; correspondence with J. Sleeth; emails with Dentons; review and sign wire payments.	3.3
23-12-21	Greenbaum, Stacey	Call with J. Sleeth, S. Damiani, and Certus Principals re M&E sale and follow up call with J. Sleeth, S. Damiani; weekly payment processing; review payroll funding; call with J. Sleeth, S. Damiani re ██████ deal; review Toshiba agreements for leases.	5.9
23-12-21	Sleeth, Jordan	Prepare for and attend call with Certus Principals re: Certus Mexico payroll and VAT obligations; debrief with S. Damiani; prepare for and attend call with ██████, debrief same with S. Damiani; call with R. Kennedy; review ██████ BoS comments and consider same; BoS update email to Dentons.	3.5
23-12-21	Tsianos, Nicolette	Prepared CAI and KPI payroll funding cheque requisitions.	0.7
24-12-21	Damiani, Stefano	Conference call with ██████; review and amend Toshiba agreements, email to J. Philpott (Toshiba) on same; email to M. Freake (Dentons); email to J. Prokopetz re scrap metal; review ██████ documents re customs documents; emails re Dicex.	1.6
Total			193.1

THE TORONTO-DOMINION BANK
Applicant

- and -

CERTUS AUTOMOTIVE INC., et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JORDEN SLEETH
sworn January 17, 2022

DENTONS CANADA LLP

77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)

Tel: (416) 367-675

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robert.kennedy@dentons.com

Mark Freake (LSO # 63656H)

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mark.freake@dentons.com

Daniel Loberto (LSO #79632Q)

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daniel.loberto@dentons.com

*Lawyers for Deloitte Restructuring Inc., in its capacity as
Court-appointed Receiver and Manager of Certus Automotive
Inc. and Keen Point International Inc.*

Appendix “F” to the Second Report of the Receiver

Court File No.: CV-21-00664429-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 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 43, AS AMENDED

AFFIDAVIT OF ROBERT KENNEDY
(sworn January 17, 2022)

I, **ROBERT KENNEDY**, of the City of Pickering, in the Province of Ontario, **SWEAR**

AND SAY AS FOLLOWS:

1. I am a Partner with Dentons Canada LLP (“**Dentons**”), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Order dated June 25, 2021 (the “**Receivership Order**”), Deloitte Restructuring Inc. was appointed receiver of Certus Automotive Inc. and Keen Point International Inc. in the within proceedings (the “**Receiver**”).
3. The Receiver retained Dentons as counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.
4. The Receivership Order provides at paragraph 18 that the Receiver, and counsel to the Receiver, shall be paid their reasonable fees and disbursements at their standard rates and charges.

5. The Dentons fees and disbursements for the period of August 1, 2021 to December 31, 2021 (the “**Fee Period**”), are summarized in the invoices rendered to the Receiver (the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Dentons. I am advised by the Receiver that it has reviewed the Invoices and that it considers the fees and disbursements as fair and reasonable. A copy of the Invoices, with minor redactions to protect confidentiality, are marked and attached as **Exhibit “A”**.

6. Attached and marked as **Exhibit “B”** is a schedule summarizing the Invoices, the total billable hours charged, the total fees charged (both prior to and after the application of the applicable discount) along with the average hourly rate charged.

7. Attached and marked as **Exhibit “C”** is a schedule summarizing the respective years of call and standard billing rates of each of the solicitors at Dentons who acted for the Receiver.

8. The Dentons rates and disbursements are consistent with those in the market for these types of matters and have been previously approved by this Honourable Court in similar proceedings.

9. Due to the circumstances of the COVID-19 pandemic, I am unable to be physically present to swear this Affidavit. I, however, was linked by way of video technology to the Commissioner commissioning this document.

10. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of Dentons and for no other or improper purpose.

SWORN by Robert Kennedy of the City of Pickering in the Province of Ontario, before me at the City of Toronto in the Province of Ontario on January 17, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for Taking Affidavits, etc.



ROBERT KENNEDY

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF ROBERT KENNEDY SWORN
BEFORE ME THIS 17th DAY OF JANUARY, 2022.

A handwritten signature in black ink, appearing to read "M. J. [unclear]".

A Commissioner for Taking Affidavits, etc.

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

T 416 863 4511
F 416 863 4592

dentons.com

Deloitte Restructuring Inc.
22 Adelaide Street West
Suite 200
Toronto ON M5H 0A9
Attention: Jorden Sleeth

INVOICE # 3611980

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 31, 2021	569588-000011	Robert Kennedy

Deloitte Restructuring Inc.
Re: Certus Automotive Inc. and Keen Point International Inc.

Professional Fees	\$ 67,762.50
Less: Discount	<u>(2,762.50)</u>
Net Professional Fees	\$ 65,000.00
Disbursements	10,890.51
HST (13.0%) on \$75,570.51	<u>9,824.17</u>
Total Amount Due	<u>\$ 85,714.68 CAD</u>

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP and mailed to the above noted address.

Wire Transfer:

Bank of Montreal
1st Canadian Place, Toronto, ON
Swift Code: BOFMCAM2
Bank ID: 001 Transit: 00022
CAD Funds Bank Account : 0004-324

Credit Card:

Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one).

Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____

Amount: _____ Cardholder Name: _____

Signature: _____

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 569588. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.

Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.

Date	Timekeeper	Description of Work
10-Aug-21	Robert Kennedy	consulting agreement. Review NDA. Voicemail left with Jordan Sleeth. [REDACTED] [REDACTED] [REDACTED] Conversation with Stefano Damiani re: administration matters. Review various correspondence re: landlord issues. Review landlord waiver. Review various correspondence re: accounts receivable. [REDACTED] Various correspondence to and from [REDACTED] [REDACTED] Conversation with Jordan Sleeth. Review consulting agreement [REDACTED] Conference with Ken Kraft.
10-Aug-21	Kenneth Kraft	Discuss with Rob Kennedy issues related to [REDACTED] [REDACTED]
11-Aug-21	Daniel Loberto	Review motion material. Prepare for sale process motion.
11-Aug-21	Mark Freake	Review background materials, including affidavit materials regarding receivership appointment. Prepare for sale process approval hearing. Call with Robert Kennedy.
11-Aug-21	Andy Pushalik	Receive and review email from Stefano Damiani regarding [REDACTED] Attend conference call regarding same.
11-Aug-21	Robert Kennedy	Review and revise NDA. Correspondence to Jason Rumsey. Various correspondence re: administration matters. Review draft sale process order. Review and revise Conway engagement. Review and consider consultant agreement matters. [REDACTED]. Review various correspondence re: FGI matters. Preparation for Court attendance. Attend conference call re: administration matters and strategy.
12-Aug-21	Daniel Loberto	Prepare for sale process motion. Attend sale process motion.
12-Aug-21	Mark Freake	Revise Sale Process Approval Order. Prepare submissions for hearing. Attend hearing. Follow-up correspondence with Amanda Campbell, Robert Kennedy and the Receiver.
12-Aug-21	Robert Kennedy	Preparation for motion. Review and revise Order. Correspondence to Justice Koehnen. Attend motion. Conversation with Jordan Sleeth re: administration matters. Review endorsement. Review executed Order. Review various correspondence re: administration matters. Review revisions to landlord waiver agreement. Correspondence to Rogelio.
13-Aug-21	Mark Freake	Draft template agreement of purchase and sale. Draft bid submittal form. Email and telephone

Date	Timekeeper	Description of Work
		correspondence with Matt Dunnet and Robert Kennedy regarding same. Emails from Receiver.
13-Aug-21	Robert Kennedy	Review correspondence from Stefano Damiani re: Conway agreement. Revise Conway agreement. Correspondence to Stefano Damiani. Review various correspondence from Jordan Sleeth. Review and provide comments on [REDACTED] Consider landlord issues. Review receivership update memorandum.
15-Aug-21	Mark Freake	Draft bid submittal form.
16-Aug-21	Mark Freake	Revise bid submittal form.
17-Aug-21	Mark Freake	Call with Stacey Greenbaum regarding warehouse and inventory issues. Draft email to warehouse owners. Review NDA mark-ups. Correspondence with Stefano Damiani regarding same.
18-Aug-21	Mark Freake	Email Robert Kennedy regarding bid submittal form.
18-Aug-21	Robert Kennedy	Review revised landlord waiver. Consider revisions and next steps. Voicemail left with Jordan Sleeth. Review correspondence from Stacey Greenbaum. Conversation with Stacey Greenbaum re: warehouse agreements. Conversation with Jordan sleeth re: administration issues. [REDACTED] Consider Certus (Germany) matters and next steps. Review template offer documents.
19-Aug-21	Mark Freake	Email and telephone correspondence with Robert Kennedy and Stefano Damiani regarding bid submission forms. Further revision to forms.
19-Aug-21	Robert Kennedy	Conversation with Jordan Sleeth re: administration matters. Review correspondence from Jordan Sleeth. Review attachments. Attend update conference call with representatives of TD. Work on template bid forms. Conference with Mark Freake. Review correspondence from Stefano Damiani. [REDACTED]
20-Aug-21	Mark Freake	Revise Bid Submission Forms. Email Receiver regarding same.
20-Aug-21	Robert Kennedy	Review template bid forms. Various correspondence to and from Stefano Damiani. Conference with Mark Freake. Review revised waiver agreement.
23-Aug-21	Mark Freake	Correspondence with Robert Kennedy regarding [REDACTED] [REDACTED] Review SASA and Intercreditor Agreement. Revise Bid Submission Form. Email Receiver.
23-Aug-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth. Conversation with Jordan Sleeth re: administration matters. Review landlord waiver agreement. Review

Date	Timekeeper	Description of Work
24-Aug-21	Mark Freake	bid forms. Various correspondence to and from Stefano Damiani. Conference with Mark Freake re: FGI matters. Review of past correspondence with [REDACTED] [REDACTED] Continued research regarding same. Email Stefano Damiani regarding Bid Submission Forms.
24-Aug-21	Robert Kennedy	Review landlord waiver agreement. Attend conference call with Jordan Sleeth and Stefano Damiani re: waiver agreement matters. Attend conference call with [REDACTED] and Stefano Damiani re: waiver agreement matters. Consider waiver agreement matters. Review correspondence from Stacey Greenbaum re: AR. Review and work on bid submission forms.
25-Aug-21	Mark Freake	Continued review of SASA and Intercreditor Agreement. Review and summarize relevant case law. Correspondence with Robert Kennedy and Stefano Damiani regarding Bid Submission Forms. Revise and incorporate comments.
25-Aug-21	Robert Kennedy	Work on bid submission forms. Various correspondence to and from Stefano Damiani. Conference with Mark Freake. Review sale process. Conversation with Stefano Damiani.
26-Aug-21	Mark Freake	Email correspondence with Receiver. [REDACTED].
26-Aug-21	Robert Kennedy	Work on sale process matters. Various correspondence re: diligence matters.
27-Aug-21	Mark Freake	Revise and finalize summary regarding [REDACTED] [REDACTED] Compile and highlight cases. Email Robert Kennedy.
27-Aug-21	Robert Kennedy	Review various correspondence re: administration matters. Consider sale process matters. Various correspondence to Jordan Sleeth. Conversation with Jordan Sleeth re: sale process and landlord matters.
30-Aug-21	Mark Freake	Attend status call with the Receiver and Robert Kennedy. Prepare for and attend conference call with Receiver, Certus, [REDACTED] [REDACTED]
30-Aug-21	Robert Kennedy	Correspondence with Receiver and Robert Kennedy. Attend administration update call. Review various correspondence from Jordan Sleeth re: administration matters. Review lease documentation. Consider warehouse claim issues. Review and consider MTNA issues. [REDACTED] [REDACTED] Attend diligence call. Work on and consider finance matters. Review various correspondence re: storage agreement. correspondence to Jordan Sleeth.

Date	Timekeeper	Description of Work
		Review various correspondence re: [REDACTED].
31-Aug-21	Mark Freake	Attend conference call with Receiver, Certus, [REDACTED]. [REDACTED] Correspondence with Receiver regarding same.
31-Aug-21	Robert Kennedy	Review MTNA agreement. Conference with Mark Freake re: landlord diligence matters. Conversation with Jordan Sleeth re: MTNA agreement matters. Various correspondence to and from Stefano Damiani. Conference with Mark Freake re: [REDACTED].

Timekeeper	Hours	Rate	Fees
Andy Pushalik	0.9	730.00	657.00
Daniel Loberto	1.9	480.00	912.00
Kenneth Kraft	0.3	990.00	297.00
Mark Freake	35.7	660.00	23,562.00
Robert Kennedy	50.7	835.00	42,334.50
Total	89.5		\$67,762.50

TOTAL PROFESSIONAL FEES \$ 67,762.50
 Less: Discount (2,762.50)
NET PROFESSIONAL FEES \$ 65,000.00

TAXABLE DISBURSEMENTS

Dentons López Velarde \$ 10,570.51
TOTAL TAXABLE DISBURSEMENTS \$ 10,570.51

NON-TAXABLE DISBURSEMENTS

Filing Fee* \$ 320.00
TOTAL NON-TAXABLE DISBURSEMENTS \$ 320.00

TOTAL DISBURSEMENTS 10,890.51

TOTAL FEES AND DISBURSEMENTS \$ 75,890.51

TAXES

HST (13.0%) on Professional Fees of \$65,000.00 \$ 8,450.00
 HST (13.0%) on Taxable Disbursements of \$10,570.51 1,374.17

TOTAL TAXES 9,824.17

TOTAL AMOUNT DUE \$ 85,714.68 CAD

Dentons Canada LLP
77 King Street West, Suite 400
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Toronto, ON, Canada M5K 0A1

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dentons.com

Deloitte Restructuring Inc.
22 Adelaide Street West
Suite 200
Toronto ON M5H 0A9
Attention: Jorden Sleeth

INVOICE # 3618964

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 30, 2021	569588-000011	Robert Kennedy

**Deloitte Restructuring Inc.
Re: Certus Automotive Inc. and Keen Point International Inc.**

Professional Fees	\$ 82,895.50
Less: Discount	<u>(2,895.50)</u>
Net Professional Fees	\$ 80,000.00
Disbursements	481.60
HST (13.0%) on \$80,481.60	<u>10,462.61</u>
Total Amount Due	<u>\$ 90,944.21 CAD</u>

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP and mailed to the above noted address.

Wire Transfer:

Bank of Montreal
1st Canadian Place, Toronto, ON
Swift Code: BOFMCAM2
Bank ID: 001 Transit: 00022
CAD Funds Bank Account : 0004-324

Credit Card:

Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one).

Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____

Amount: _____ Cardholder Name: _____

Signature: _____

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 569588. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.

Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
01-Sep-21	Mark Freake	[REDACTED]. Email and telephone correspondence with Stefano Damiani regarding same. Attend conference call with landlord of Mexico plant.
01-Sep-21	Robert Kennedy	Review various correspondence re: sale process matters. Review waiver agreement. Conversation with Jordan Sleeth re: administration matters. Review various correspondence re: AR matters. Attend conference call re: landlord waiver agreement.
02-Sep-21	Robert Kennedy	Conversation with Jordan Sleeth re: administration matters. Review various correspondence re: A/R matters. Review bid materials. Conversation with Stefano Damiani. Consider next steps.
03-Sep-21	Mark Freake	Review Certus loan and security documentation. Consider issue of vesting Mexican assets to purchaser. Email correspondence with Robert Kennedy and Jeff Carhart.
03-Sep-21	Robert Kennedy	Review correspondence from Stacey Greenbaum. Review various correspondence re: sale process. Review sale process summary. Conversation with Jeff Swan.
07-Sep-21	Robert Kennedy	Review bids. Preparation for conference call. Attend conference call re: bids. Conversation with Jordan Sleeth. Consider next steps.
08-Sep-21	Mark Freake	[REDACTED] Email Robert Kennedy. Correspondence with Amanda Campbell regarding scheduling approval motion.
08-Sep-21	Robert Kennedy	Review correspondence from Jordan Sleeth. Review sale process. Conversation with Jordan Sleeth re: sale process matters and strategy. Conference with Mark Freake re: approval motion.
09-Sep-21	Mark Freake	Further review and consideration of Certus Mexico loan and security documentation. Email Robert Kennedy regarding same.
10-Sep-21	Robert Kennedy	Consider sale process matters. Various correspondence to and from Jordan Sleeth. [REDACTED] Review various correspondence re: lease matters. CONversation with Jordan Sleeth re: administration matters. CONference with Mark Freake.

Date	Timekeeper	Description of Work
11-Sep-21	Mark Freake	CORrespondence to [REDACTED] Draft and revise Asset Purchase Agreement.
13-Sep-21	Rennie Ali	Receive and review email instructions from Daniel Loberto. Ordering corporate and security searches with respect to Certus Automotive Inc. and Keen Point International Inc. Review and summarize same. Correspondence regarding same.
13-Sep-21	Daniel Loberto	Draft notice of motion and Order. Review correspondence regarding the same. Prepare for approval and vesting motion.
13-Sep-21	Mark Freake	Correspondence with Robert Kennedy, Receiver and Michael Wang regarding Boyuan call. Draft and revise Asset Purchase Agreement. Correspondence with Daniel Loberto regarding Notice of Motion and Approval and Vesting Order.
13-Sep-21	Robert Kennedy	Review various correspondence re: administration matters. Conference with Mark Freake re: scheduling. Correspondence to Jordan Sleeth re: AVO motion and strategy. Review various correspondence re: MTNA agreement matters. Consider sale process and bid matters. Conference with Mark Freake re: template APA. Review correspondence from Jordan Sleeth re: administration matters.
14-Sep-21	Daniel Loberto	Prepare for approval and vesting motion. Revise motion materials.
14-Sep-21	Mark Freake	Attend check-in call with the Receiver and Robert Kennedy. Further revisions to Asset Purchase Agreement. Revise Approval and Vesting Order [REDACTED] [REDACTED] Calls with Daniel Loberto and Robert Kennedy.
14-Sep-21	Robert Kennedy	Attend administration update call. Conversation with Jordan Sleeth re: administration matters. Review various correspondence re: sale process matters. Conference with Mark Freake. Work through model APA. Conversation with Jordan Sleeth.
15-Sep-21	Rennie Ali	Receive and review bankruptcy searches. Correspondence with Daniel Loberto regarding same.
15-Sep-21	Daniel Loberto	Correspond with Robert Kennedy. Prepare for approval and vesting motion. Revise motion materials.
15-Sep-21	Mark Freake	Attend conference call with AIIG. Attend conference call with Dentons Mexico. Email correspondence with the Receiver and Robert Kennedy regarding status of sale process and Asset Purchase Agreement.
15-Sep-21	Robert Kennedy	Review various correspondence re: [REDACTED] [REDACTED] Consider strategy and next steps. Various correspondence to and from Jordan Sleeth.

Date	Timekeeper	Description of Work
16-Sep-21	Mark Freake	Review correspondence from Stacey Greenbaum re: AR matters. Attend various conference calls re: administration matters and strategy. Attend conference call with Boyuan. [REDACTED] [REDACTED] Telephone and email correspondence with Robert Kennedy, Stacey Greenbaum and Stefano Damiani.
17-Sep-21	Daniel Loberto	Review draft APA. [REDACTED]. Revise motion materials.
17-Sep-21	Mark Freake	Revise Asset Purchase Agreement. Correspondence with Robert Kennedy and Receiver regarding same.
17-Sep-21	Robert Kennedy	Review various correspondence re: APA. Conference with Mark Freake. Review APA. Review various correspondence re: creditor enforcement matters. Conversation with Jordan Sleeth re: administration matters.
18-Sep-21	Mark Freake	Revise Asset Purchase Agreement. Various email correspondence with Receiver, Robert Kennedy and Daniel Loberto.
18-Sep-21	Robert Kennedy	Review various correspondence re: APA. Various conversations with Jordan Sleeth re: APA and administration matters. Review and revise APA. Correspondence to Jordan Sleeth and Stefano Damiani re: APA and next steps.
19-Sep-21	Mark Freake	Draft Bill of Sale regarding Certus Mexico assets.
20-Sep-21	Daniel Loberto	Review file correspondence. Prepare for approval and vesting motion.
20-Sep-21	Mark Freake	Draft and revise Bill of Sale regarding Certus Mexico assets. Draft summary of Asset Purchase Agreement. Attend conference call with counsel for [REDACTED] [REDACTED] Follow-up call with the Receiver regarding Asset Purchase Agreement.
20-Sep-21	Robert Kennedy	Review various correspondence re: administration matters. Review draft APA. Attend conference call re: APA draft. Conference with Jordan Sleeth. Review file documentation re: assets. Review correspondence re: creditor enforcement steps in MX. Consider implications and strategy.
21-Sep-21	Mark Freake	Revise Asset Purchase Agreement summary chart. [REDACTED] Attend conference call with Dentons Mexico regarding Certus Mexico assets. [REDACTED] [REDACTED]

Date	Timekeeper	Description of Work
21-Sep-21	Robert Kennedy	Various correspondence with Receiver regarding same. Various correspondence re: administration matters. Work on and consider Mexico judgment enforcement matters. Various conference calls re: strategy and next steps. Various correspondence to and from Jordan Sleeth. Various conversations with Jordan Sleeth re: strategy. Various correspondence to and from Rogelio re: Mexico enforcement matters. Conversation with Jeff Swan.
22-Sep-21	Mark Freake	Prepare for and attend conference call with Deloitte Mexico, Dentons Mexico and the Receiver regarding BancoMex issues. Revise memorandum to the TD Bank. Compile and send security documents to Dentons Mexico. [REDACTED]
22-Sep-21	Robert Kennedy	Review and consider AIIG issues. Correspondence with Robert Kennedy. Review various correspondence re: Mexico enforcement matters. Consider strategy and next steps. Attend various conference calls re: strategy. Various correspondence to and from Rogelio re: Mexican legal issues. Attend to motion scheduling. Various correspondence to and from Jordan Sleeth. Review BancoMex litigation documents. Various conversations with Jordan Sleeth. Review draft memorandum re: Mexican enforcement matters. Consider landlord matters.
23-Sep-21	Mark Freake	[REDACTED]
23-Sep-21	Robert Kennedy	Correspondence with Receiver, Robert Kennedy and Dentons Mexico. Various correspondence to and from Jordan Sleeth. Review and revise memorandum re: strategy. Consider strategy re: Mexico enforcement matters. Review landlord waiver agreement. conference with Mark Freake. Review revised memorandum. Review various correspondence re: strategy. Various conversations with Jordan Sleeth. Review various correspondence from Rogelio. Review correspondence from Jeff Swan and Michael Vos.
24-Sep-21	Mark Freake	Prepare for and attend conference call with TD Bank regarding BancoMex enforcement issues. Review various correspondence with Mexico counsel and Receiver regarding same.
24-Sep-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth. Review and consider Mexico enforcement matters.

Date	Timekeeper	Description of Work
		Review various correspondence re: Mexico enforcement matters. Conversation with Jordan Sleeth re: administration matters. Review strategy memo. Preparation for conference call with representative of TD Bank and Miller Thomson. Review correspondence from Michael Nowina. Conversation with Jordan Sleeth re: landlord matters. Draft correspondence to Michael Nowina. Conversation with Jordan Sleeth
27-Sep-21	Mark Freake	Email correspondence with Jordan Sleeth and Michael Wang regarding BY call. Review various correspondence with Dentons Mexico and principals of Certus Mexico regarding landlord and BancoMex claims.
27-Sep-21	Robert Kennedy	Review various correspondence re: administration matters. Various correspondence to and from Jordan Sleeth. Voicemail left with Jeff Swan re: Mexico enforcement matters. Consider landlord issues.
28-Sep-21	Mark Freake	Review correspondence with [REDACTED]
28-Sep-21	Robert Kennedy	Review correspondence re: AR collections. Voicemail from and to Jordan Sleeth. Review various correspondence re: administration matters. Review correspondence re: Bancomex discussion. Conversation with Jeff Swan. Consider next steps.
29-Sep-21	Mark Freake	Attend conference call with Receiver and BY regarding MTNA Exit Agreement.
29-Sep-21	Robert Kennedy	Review correspondence from Jeff Carhart. Various correspondence to and from Jordan Sleeth. Conversation with Jeff Swan. Consider Mexico enforcement matters. Correspondence to Jordan Sleeth re: discussion with Bancomex. Consider AR collection matters. Review correspondence from Jordan Sleeth. Consider FGI claim matters.
30-Sep-21	Mark Freake	Email and telephone correspondence with Receiver regarding FGI issues. Review Intercreditor Agreement and SASA. Review previous correspondence with FGI's counsel. Draft response to FGI. Telephone call with Robert Kennedy regarding AIIG issues. Review case law regarding applicable contractual provisions.
30-Sep-21	Robert Kennedy	Consider FGI matters. Review various correspondence re: Bancomex matters. Conversation with Jordan Sleeth. Consider landlord matters. Conference with Mark Freake re: enforcement and landlord matters.

Timekeeper	Hours	Rate	Fees
Daniel Loberto	9.7	480.00	4,656.00
Mark Freake	49.9	660.00	32,934.00
Rennie Ali	1.3	230.00	299.00
Robert Kennedy	53.9	835.00	45,006.50
Total	114.8		\$82,895.50

TOTAL PROFESSIONAL FEES \$ **82,895.50**
Less: Discount (2,895.50)
NET PROFESSIONAL FEES \$ **80,000.00**

TAXABLE DISBURSEMENTS

Searches \$ 481.60
TOTAL TAXABLE DISBURSEMENTS \$ **481.60**

TOTAL DISBURSEMENTS 481.60

TOTAL FEES AND DISBURSEMENTS \$ **80,481.60**

TAXES

HST (13.0%) on Professional Fees of \$80,000.00 \$ 10,400.00
HST (13.0%) on Taxable Disbursements of \$481.60 62.61

TOTAL TAXES 10,462.61

TOTAL AMOUNT DUE \$ **90,944.21** CAD

Dentons Canada LLP
 77 King Street West, Suite 400
 Toronto-Dominion Centre
 Toronto, ON, Canada M5K 0A1

T 416 863 4511
 F 416 863 4592

dentons.com

Deloitte Restructuring Inc.
 22 Adelaide Street West
 Suite 200
 Toronto ON M5H 0A9
 Attention: Jorden Sleeth

INVOICE # 3623722

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
October 31, 2021	569588-000011	Robert Kennedy

**Deloitte Restructuring Inc.
 Re: Certus Automotive Inc. and Keen Point International Inc.**

Professional Fees	\$ 100,274.50
Less: Discount	<u>(4,274.50)</u>
Net Professional Fees	\$ 96,000.00
Disbursements	1,326.75
HST (13.0%) on \$97,326.75	<u>12,652.48</u>
Total Amount Due	<u>\$ 109,979.23 CAD</u>

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP and mailed to the above noted address.

Wire Transfer:

Bank of Montreal
 1st Canadian Place, Toronto, ON
 Swift Code: BOFMCAM2
 Bank ID: 001 Transit: 00022
 CAD Funds Bank Account : 0004-324

Credit Card:

Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one).
 Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____
 Amount: _____ Cardholder Name: _____
 Signature: _____

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 569588. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.

Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.
 Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
01-Oct-21	Mark Freake	Telephone and email correspondence with Stacey Greenbaum regarding FGI issues. Draft and revise memorandum. Review and consider ICA and SASA. Email Robert Kennedy regarding landlord issues.
01-Oct-21	Robert Kennedy	Work on Certus MX landlord matters. Various correspondence to and from Jordan Sleeth. Conference with Mark Freake. Review various correspondence re: lawsuit matters. Consider next steps. Conversation with Stefano Damiani. Conversation with Jordan Sleeth.
02-Oct-21	Mark Freake	Telephone call with Receiver regarding AIGG issues.
03-Oct-21	Mark Freake	Draft and revise memorandum regarding FGI issues. Email Stacey Greenbaum.
04-Oct-21	Daniel Loberto	Correspond with Mark Freake re: motion materials.
04-Oct-21	Mark Freake	Review memorandum regarding FGI issues.
04-Oct-21	Robert Kennedy	Correspondence to Rogelio López-Velarde. Review correspondence from Rogelio López-Velarde re: lawsuit matters and strategy. Work on FGI reply. Various correspondence to and from Jordan Sleeth. Review correspondence from Stacy Greenbaum.
05-Oct-21	Daniel Loberto	Correspond with Mark Freake regarding research concerning secured creditor indebtedness and contingent claims. Review the law with respect to the same and discuss findings with Mark.
05-Oct-21	Mark Freake	Prepare for and attend status calls with the Receiver and TD Bank. Correspondence with Robert Kennedy. Consider revisions to FGI letter. Instruct Daniel Loberto regarding [REDACTED] Review case law regarding same. Review and comment on draft email to BancoMext.
05-Oct-21	Robert Kennedy	Review various correspondence re: administration matters. Attend various conference calls re: FGI reply. Work on FGI matters. Various correspondence to and from Jordan Sleeth. Conversation with Jordan Sleeth. Review and revise draft correspondence to BancoMext. Review various correspondence re: landlord claim. Review correspondence re: AR matters. Conversation with Jeff Swan. Review various correspondence re: BancoMext matters.
06-Oct-21	Mark Freake	Telephone call with Robert Kennedy regarding FGI issues. [REDACTED]

Date	Timekeeper	Description of Work
		<p>[REDACTED]. Continued review of case law regarding [REDACTED]. Review and revise email to [REDACTED].</p>
06-Oct-21	Robert Kennedy	<p>Conversation with Jordan Sleeth. Review various correspondence re: administration matters. Work on FGI matters. Correspondence from and to Jeff Carhart. Conference with Mark Freake re: FGI matters. [REDACTED]. [REDACTED] Various correspondence to and from Jordan Sleeth. Review various correspondence from Jeff Carhart. [REDACTED]. [REDACTED] Conversation with Jeff Swan.</p>
07-Oct-21	Daniel Loberto	<p>Interoffice discussion with Mark Freake regarding file status.</p>
07-Oct-21	Mark Freake	<p>Revise letter to Blakes regarding FGI reserve issues. Review and incorporate comments from the Receiver. Review case law regarding contingency reserves and related issues. Various correspondence with the Receiver and Robert Kennedy.</p>
07-Oct-21	Robert Kennedy	<p>Various correspondence to and from Jordan Sleeth re: administration matters. Attend conference call re: strategy and next steps. Review claims summary. Review FGI correspondence and consider issues. Review various correspondence re: landlord matters.</p>
08-Oct-21	Mark Freake	<p>Prepare for and attend conference call with AIIG and Receiver.</p>
08-Oct-21	Robert Kennedy	<p>Review various correspondence re: administration matters. Conversation with Jordan Sleeth re: administration matters. Attend conference call with landlord representatives. Conversation with Jordan Sleeth. Work on FGI matters. Review correspondence from Jeff Carhart. Review correspondence from Jordan Sleeth.</p>
12-Oct-21	Mark Freake	<p>Prepare for and attend status call with Receiver and Robert Kennedy. Review and consider comments from [REDACTED] regarding FGI issues. Review draft landlord email.</p>
12-Oct-21	Robert Kennedy	<p>Review various correspondence re: administration matters. Consider MTNA agreement matters. Conversation with Jordan Sleeth. Review various correspondence re: landlord matters. Voicemail left with Jeff Carhart. Conversation with Jeff Carhart re: FGI matters. Review draft reply.</p>
13-Oct-21	Mark Freake	<p>Review Certus Mexico loan agreement. Call with Stacey Greenbaum regarding [REDACTED]. Review previous</p>

Date	Timekeeper	Description of Work
13-Oct-21	Robert Kennedy	correspondence and comments regarding landlord waiver issues. Draft and revise Landlord Agreement. Review correspondence from Mike Nowina. Consider landlord agreement matters. Various correspondence to and from Jordan Sleeth. Review correspondence from Stefano Damiani. Conference with Mark Freake. Work on loan agreement. Review various correspondence from Rogelio López-Velarde. Conversation with Jeff Swan re: administration matters. Conversation with Jordan Sleeth. Review draft landlord agreement. Review correspondence re: BancoMext. [REDACTED]
14-Oct-21	Mark Freake	Draft and revise Landlord Agreement. Review [REDACTED] and comments on same. Review and consider letters to Certus Mexico creditors. Various email and telephone correspondence with Receiver.
14-Oct-21	Robert Kennedy	Review various correspondence re: administration matters. Conversation with Jordan Sleeth. Review and work on loan agreement. Review FGI memo. Review various correspondence from Jeff Carhart. Review various correspondence from Jordan Sleeth. Review correspondence from Jeff Swan. Review EDC documentation.
15-Oct-21	Mark Freake	Various telephone and email correspondence with Receiver, Dentons Mexico and Robert Kennedy. Draft and revise Landlord Agreement. Review and incorporate comments from Robert Kennedy, Dentons Mexico and Receiver. [REDACTED] Revise letter to Blakes regarding FGI issues.
15-Oct-21	Robert Kennedy	Conversation with Jeff Swan re: EDC guarantee matters. Conference with Jordan Sleeth re: EDC guarantee funds. Correspondence to Jeff Swan. Work on [REDACTED] Attend conference call re: administration update. Work on loan agreement. Various correspondence to and from Rogelio López-Velarde. Review various correspondence re: administration matters. Review and work on landlord agreement. Conversation with Jordan Sleeth. Conference with Mark Freake.
18-Oct-21	Mark Freake	Various email and telephone correspondence with the Receiver and Robert Kennedy. Detailed review of Landlord Agreement with Robert Kennedy. Revise Landlord Agreement. [REDACTED]
18-Oct-21	Robert Kennedy	Review and consider revised landlord agreement. Conference with Mark Freake re: landlord agreement.

Date	Timekeeper	Description of Work
18-Oct-21	Kenneth Kraft	Review various correspondence re: administration matters. Conference with Mark Freake re: FGI matters. [REDACTED] Review FGI Germany loan agreement. Consider FGI memorandum matters. Review various correspondence re: landlord discussion. Review creditor communication.
19-Oct-21	Mark Freake	Discuss landlord agreement with Rob Kennedy. Further revisions to Landlord Agreement. Review and revise letter to Blakes regarding FGI issues. [REDACTED]
19-Oct-21	Robert Kennedy	Work on landlord agreement. Various correspondence re: administration matters.
20-Oct-21	Mark Freake	Revise letter to Blakes. Email receiver regarding same. Prepare for and attend conference call with AIIG regarding Landlord Agreement. Attend follow up call with Receiver. Review background documents regarding Boyuan and Certus joint venture. Draft Boyuan equity transfer and mutual release agreement.
20-Oct-21	Robert Kennedy	Review landlord agreement. Review correspondence to landlord group. Preparation for conference call re: landlord matters. Consider sale process matters. Review FGI memo. Correspondence to Jordan Sleeth, Stefano Damiani and Stacey Greenbaum re: FGI matters. Review various correspondence re: FGI matters. Review correspondence re: BancoMext update. Attend conference call re: landlord agreement. Review various correspondence re: BancoMext update.
21-Oct-21	Mark Freake	Draft and revise Boyuan equity transfer and mutual release agreement. Email correspondence with Receiver regarding same.
21-Oct-21	Robert Kennedy	Various correspondence to and from Jeff Carhart re: BancoMext. Consider BancoMext enforcement matters and strategy. Various correspondence to and from Jordan Sleeth. Review revised loan agreement. Conversation with Jeff Swan.
22-Oct-21	Mark Freake	Review comments from Jordan Sleeth regarding Boyuan agreement. Revise agreement.
22-Oct-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth. Review landlord agreement. Attend conference call with Michael Nowina. Conversation with Jordan Sleeth re: administration matters and next steps. Consider sale process matters.
25-Oct-21	Mark Freake	[REDACTED] Email correspondence with Dentons Mexico.

Date	Timekeeper	Description of Work
25-Oct-21	Robert Kennedy	Review correspondence re: BY agreement. Review various correspondence re: administration matters. Work on supplier matters. Consider strategy re: BancoMext matters. Review correspondence from Jeff Swan. Conversation with Jordan Sleeth re: strategy and next steps.
26-Oct-21	Mark Freake	[REDACTED] Email Dentons Mexico regarding same. Call with Robert Kennedy regarding [REDACTED]
26-Oct-21	Robert Kennedy	Preparation for conference call. Attend preparation call re: BancoMext. Conversation with Jordan Sleeth. Attend conference call with representatives of BancoMext. Review various correspondence re: BancoMext matters. Attend conference call re: strategy. Conversation with Jeff Swan. Conversation with Jordan Sleeth. Consider sale process matters. Review revised [REDACTED] Conversation with Jordan Sleeth re: strategy.
27-Oct-21	Robert Kennedy	Review various correspondence re: administration matters. Review correspondence re: litigation matters. Review litigation summary. Preparation for conference call re: strategy. Conversation with Jordan Sleeth re: strategy. Review and consider landlord matters. Consider potential sale strategies.
27-Oct-21	Kenneth Kraft	Discuss with Rob Kennedy next steps given Mexican claims to assets.
28-Oct-21	Mark Freake	Review and consider various correspondence from Receiver, [REDACTED]
28-Oct-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth. Review memo re: strategy and next steps. Various correspondence re: landlord discussion. Conversation with Jordan Sleeth re: strategy. Consider landlord issue and strategy. Various correspondence to and from [REDACTED] Review various correspondence re: MTNA agreement matters.
29-Oct-21	Robert Kennedy	Consider landlord matters and strategy. Correspondence to Jordan Sleeth. CONversation with Jordan Sleeth. Preparation for conference call with landlord. Attend conference call. Various correspondence to and from Jordan Sleeth. Consider strategy re: sale of M&E. Conversation with Jeff Swan.
30-Oct-21	Robert Kennedy	Review correspondence from [REDACTED] Review MTNA agreement.

Timekeeper	Hours	Rate	Fees
Daniel Loberto	2.6	480.00	1,248.00
Kenneth Kraft	0.6	990.00	594.00
Mark Freake	60.2	660.00	39,732.00
Robert Kennedy	70.3	835.00	58,700.50
Total	133.7		\$100,274.50

TOTAL PROFESSIONAL FEES \$ 100,274.50
Less: Discount (4,274.50)
NET PROFESSIONAL FEES \$ 96,000.00

TAXABLE DISBURSEMENTS

Library Computer Research \$ 1,326.75
TOTAL TAXABLE DISBURSEMENTS \$ 1,326.75

TOTAL DISBURSEMENTS 1,326.75

TOTAL FEES AND DISBURSEMENTS \$ 97,326.75

TAXES

HST (13.0%) on Professional Fees of \$96,000.00 \$ 12,480.00
HST (13.0%) on Taxable Disbursements of \$1,326.75 172.48

TOTAL TAXES 12,652.48

TOTAL AMOUNT DUE \$ 109,979.23 CAD

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

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F 416 863 4592

dentons.com

Deloitte Restructuring Inc.
22 Adelaide Street West
Suite 200
Toronto ON M5H 0A9
Attention: Jorden Sleeth

INVOICE # 3633704

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
November 30, 2021	569588-000011	Robert Kennedy

Deloitte Restructuring Inc.
Re: Certus Automotive Inc. and Keen Point International Inc.

Professional Fees	\$ 60,215.00
Less: Discount	<u>(3,215.00)</u>
Net Professional Fees	\$ 57,000.00
Disbursements	18,105.95
HST (13.0%) on \$75,105.95	<u>9,763.77</u>
Total Amount Due	<u>\$ 84,869.72 CAD</u>

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP and mailed to the above noted address.

Wire Transfer:

Bank of Montreal
1st Canadian Place, Toronto, ON
Swift Code: BOFMCAM2
Bank ID: 001 Transit: 00022
CAD Funds Bank Account : 0004-324

Credit Card:

Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one).

Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____

Amount: _____ Cardholder Name: _____

Signature: _____

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 569588. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.

Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
01-Nov-21	Robert Kennedy	Consider enforcement matters and Mexico. Review various correspondence re: MTNA agreement. Various correspondence to and from Jordan Sleeth. Review FGI matters. Voicemail left with Chris Burr. [REDACTED] [REDACTED] Conversation with Jordan Sleeth re: strategy.
02-Nov-21	Robert Kennedy	Consider sale strategy. Conference with Ken Kraft. Review correspondence from landlord re: landlord agreement. Correspondence to Jordan Sleeth. Correspondence to Chris Burr. Consider FGI matters. Review various correspondence re: MTNA agreement.
02-Nov-21	Kenneth Kraft	[REDACTED]
03-Nov-21	Mark Freake	Call with Robert Kennedy regarding status of various matters, including [REDACTED] Boyuan Agreement and [REDACTED]
03-Nov-21	Robert Kennedy	Correspondence from and to Jordan Sleeth. Conference with Mark Freake re: strategy. Consider strategy re: creditor claims in Mexico. Work on MTNA agreement matters.
04-Nov-21	Mark Freake	[REDACTED] Email correspondence with Robert Kennedy, Chris Burr and Receiver regarding same. Correspondence with Dentons Mexico regarding landlord issues.
05-Nov-21	Daniel Loberto	[REDACTED]
05-Nov-21	Mark Freake	Review and consider memorandum to BancoMext. Follow-up email correspondence. Call with Daniel Loberto.
05-Nov-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth. Review Bancomext matters. Attend conference call with representatives of TD Bank. Conversation with Jordan Sleeth. Consider sale process strategy.
07-Nov-21	Robert Kennedy	Review correspondence from Rogelio López-Velarde. Consider strategy.
08-Nov-21	Mark Freake	Receive and review Boyuan comments regarding equity transfer agreement. Email correspondence with the Receiver and Robert Kennedy.
10-Nov-21	Robert Kennedy	Work on sale process strategy. Various correspondence to and from Jordan Sleeth. Conversation with Jordan Sleeth. Various correspondence to and from Rogelio

Date	Timekeeper	Description of Work
		López-Velarde re: strategy. [REDACTED]
11-Nov-21	Daniel Loberto	[REDACTED]
11-Nov-21	Mark Freake	Interoffice discussion with Mark Freake regarding the same.
11-Nov-21	Mark Freake	[REDACTED] compile and review bids and bid summary chart. Instruct Daniel Loberto regarding analysis. Email correspondence with Robert Kennedy regarding same.
11-Nov-21	Robert Kennedy	Work on sale process matters. Conference with Daniel Loberto re: sale process. Review bids. Review sale process order. Review correspondence from Rogelio López Velarde.
12-Nov-21	Mark Freake	Revise Boyuan agreement. Various email correspondence with Robert Kennedy, the Receiver and Dentons Mexico.
12-Nov-21	Robert Kennedy	Review FGI documentation. Work on FGI reply. Various correspondence to and from Jordan Sleeth. Voicemail from and to Jordan Sleeth. Review strategy re: Certus MX.
15-Nov-21	Mark Freake	Telephone call with Robert Kennedy regarding FGI letter.
15-Nov-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth. Review FGI documentation. Work on FGI memo.
16-Nov-21	Mark Freake	Revise FGI memorandum.
16-Nov-21	Mark Freake	[REDACTED]
16-Nov-21	Robert Kennedy	[REDACTED] Attend conference call with Receiver, Dentons Mexico and Deloitte Mexico regarding same.
16-Nov-21	Robert Kennedy	Work on FGI memo. Conversation with Jordan Sleeth. Various correspondence to and from Jordan Sleeth. Correspondence to Rogelio López-Velarde re: enforcement strategy. Consider next steps. Attend conference call re: strategy. Conversation with Jordan Sleeth. Various correspondence from and to Rogelio López-Velarde. Review correspondence re: [REDACTED]
17-Nov-21	Mark Freake	[REDACTED] Review Certus Germany receivables agreement. Email correspondence with Robert Kennedy.
17-Nov-21	Robert Kennedy	Work on FGI memo. Attend conference call with representatives of TD bank. Various correspondence to and from Jordan Sleeth. CONversation with Jordan Sleeth. Review FGI agreement.
18-Nov-21	Robert Kennedy	Review correspondence from Jordan Sleeth. Review JV release agreement. Review correspondence from

Date	Timekeeper	Description of Work
19-Nov-21	Daniel Loberto	Rogelio López Velarde re: strategy. Review memorandum and consider strategy. Interoffice discussion with Mark Freake regarding Court report. Draft memorandum on Mexico related issues.
19-Nov-21	Mark Freake	Telephone call with Daniel Loberto regarding various matters affecting sale process in Mexico. Instruct Daniel Loberto regarding summary memorandum. Revise letter to Blakes regarding FGI issues. [REDACTED]
19-Nov-21	Robert Kennedy	Work on FGI memo. Conference with Jordan Sleeth. Correspondence to and from Jeff Carhart. Conversation with Jeff Swan. Conversation with Jordan Sleeth re: administration matters and next steps.
22-Nov-21	Daniel Loberto	Draft memorandum on Mexico related issues. Correspondence with Mark Freake regarding the same.
22-Nov-21	Mark Freake	Compile and review correspondence and memorandums regarding creditor, landlord and other issues affecting assets in Mexico. Telephone and email correspondence with Daniel Loberto. Further instructions to Daniel Loberto regarding summary memorandum.
22-Nov-21	Robert Kennedy	Work on JV release agreement and review documentation. Conference with Mark Freake. Various conversations with Jordan Sleeth. Review strategy memo from Rogelio López-Velarde. Preparation for call with Bancomex. Attend Bancomex conference call. Various correspondence to and from Jordan Sleeth. [REDACTED]
23-Nov-21	Daniel Loberto	Interoffice discussion with Mark Freake regarding outstanding issues memorandum. Correspondence with Robert Kennedy.
23-Nov-21	Mark Freake	Telephone call with Daniel Loberto.
23-Nov-21	Robert Kennedy	Conversation with Jeff Swan. Work on FGI matters. [REDACTED] Consider enforcement matters. Review various correspondence re: MTNA and Boyuan matters.
24-Nov-21	Mark Freake	[REDACTED] Attend conference call with [REDACTED] Jordan Sleeth and Robert Kennedy regarding [REDACTED] response.
24-Nov-21	Robert Kennedy	Review FGI memo. Various correspondence to and from [REDACTED] Conversation with Jordan Sleeth. Attend conference call re: FGI matters. Conversation with Jordan Sleeth. Conference with Mark Freake re: FGI

Date	Timekeeper	Description of Work
25-Nov-21	Mark Freake	matters. Review ICA. [REDACTED] Review relevant correspondence. [REDACTED]
25-Nov-21	Robert Kennedy	Conversation with Jordan Sleeth re: administration matters. Conference with Mark Freake. [REDACTED] [REDACTED] Work on and consider FGI matters.
26-Nov-21	Robert Kennedy	Preparation for conference call with landlord. Attend conference call with landlord. Consider strategy and next steps. Conference with Jordan Sleeth. Review revised Boyuan agreement. Review correspondence from Rogelio López Velarde.
29-Nov-21	Mark Freake	Email correspondence with Receiver and TD Bank.
30-Nov-21	Mark Freake	Review comments from Boyuan regarding Equity Transfer Agreement. Revise Agreement. Email correspondence with Receiver and Robert Kennedy regarding same. Review Receiver's memorandum to TD Bank regarding strategy for assets in Mexico. Correspondence with Dentons Mexico.
30-Nov-21	Robert Kennedy	Work on [REDACTED] Work on MTNA agreement and JV agreement. Review draft memorandum re: update and strategy. Conversation with Jordan Sleeth (x2) re: strategy and next steps.

Timekeeper	Hours	Rate	Fees
Daniel Loberto	9.8	480.00	4,704.00
Kenneth Kraft	0.3	990.00	297.00
Mark Freake	20.4	660.00	13,464.00
Robert Kennedy	50.0	835.00	41,750.00
Total	80.5		\$60,215.00

TOTAL PROFESSIONAL FEES	\$ 60,215.00
Less: Discount	<u>(3,215.00)</u>
NET PROFESSIONAL FEES	\$ 57,000.00

TAXABLE DISBURSEMENTS

Library Computer Research	\$ 900.25
Dentons López Velarde	<u>17,205.70</u>
TOTAL TAXABLE DISBURSEMENTS	\$ 18,105.95

TOTAL DISBURSEMENTS	<u>18,105.95</u>
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TOTAL FEES AND DISBURSEMENTS	\$ 75,105.95
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TAXES

HST (13.0%) on Professional Fees of \$57,000.00	\$ 7,410.00
HST (13.0%) on Taxable Disbursements of \$18,105.95	<u>2,353.77</u>

TOTAL TAXES 9,763.77

TOTAL AMOUNT DUE \$ 84,869.72 CAD

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

T 416 863 4511
F 416 863 4592

dentons.com

Deloitte Restructuring Inc.
22 Adelaide Street West
Suite 200
Toronto ON M5H 0A9
Attention: Jorden Sleeth

INVOICE # 3640011

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
December 31, 2021	569588-000011	Robert Kennedy

Deloitte Restructuring Inc.
Re: Certus Automotive Inc. and Keen Point International Inc.

Professional Fees	\$ 75,760.00
Less: Discount	<u>(5,760.00)</u>
Net Professional Fees	\$ 70,000.00
Disbursements	8,834.56
HST (13.0%) on \$78,834.56	<u>10,248.49</u>
Total Amount Due	<u>\$ 89,083.05 CAD</u>

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP and mailed to the above noted address.

Wire Transfer:

Bank of Montreal
1st Canadian Place, Toronto, ON
Swift Code: BOFMCAM2
Bank ID: 001 Transit: 00022
CAD Funds Bank Account : 0004-324

Credit Card:

Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one).

Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____

Amount: _____ Cardholder Name: _____

Signature: _____

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 569588. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.

Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
28-Oct-21	Michael Wang	Review briefly the exit agreement Jordan Sleeth circulated.
01-Dec-21	Mark Freake	Prepare for and attend conference call with Receiver and TD Bank regarding file strategy. Various email correspondence regarding same.
01-Dec-21	Robert Kennedy	Review memorandum re: strategy and next steps. Attend conference call re: strategy and next steps. Review JV agreement. Review various correspondence re: JV agreement.
02-Dec-21	Robert Kennedy	Work on JV agreement. Review various correspondence re: MTNA matters. Review correspondence from Jordan Sleeth re: FGI. Review various correspondence from Rogelio López-Velarde. [REDACTED]. Review memorandum re: enforcement strategy. Consider next steps. Correspondence from and to Jordan Sleeth.
03-Dec-21	Mark Freake	Email correspondence with the Receiver regarding Boyuan agreement. Call with Robert Kennedy regarding same. [REDACTED]
03-Dec-21	Robert Kennedy	Consider M&E sale matters. Conversation with Jordan Sleeth.
06-Dec-21	Mark Freake	Prepare for and attend conference call with Boyuan and Receiver regarding outstanding Boyuan agreement issues. Revise Equity Transfer Agreement. [REDACTED] Prepare for and attend conference call with Receiver regarding Mexico machinery and equipment issues. Various email correspondence regarding same.
06-Dec-21	Michael Wang	Conference call with the client and Boyuan discussing the agreement.
06-Dec-21	Robert Kennedy	Attend conference call with representatives of Boyang re: JV interest agreement. Conference with Jordan Sleeth. Attend conference call re: M&E equipment strategy. Review receivership order. Correspondence from and to Jordan Sleeth. Conversation with Jordan Sleeth.
07-Dec-21	Mark Freake	[REDACTED] Email Receiver and Robert Kennedy regarding same. Further revisions to Equity Transfer Agreement.

Date	Timekeeper	Description of Work
07-Dec-21	Robert Kennedy	Work on MTNA and JV transfer agreement matters. Various correspondence to and from Jordan Sleeth. Work on M&E sale strategy.
08-Dec-21	Mark Freake	Revise Boyuan agreements. Email and telephone correspondence with Receiver and Robert Kennedy. Review Boyuan resolutions and deed. Correspondence with Receiver and Dentons Mexico regarding machinery and equipment issues.
08-Dec-21	Robert Kennedy	Review revisions to JV assignment. Conversation with Jordan Sleeth (x2) re: JV assignment. Conference with Mark Freake. Review revised agreements. Conversation with Jeff Swan. Review various correspondence re: M&E sale matters. Review various correspondence from Rogelio López Velarde re: M&E sale matters. Consider strategy.
09-Dec-21	Mark Freake	Prepare for and attend conference call with Boyuan and the Receiver. Follow up correspondence with the Receiver and Robert Kennedy.
09-Dec-21	Michael Wang	Attended conference call with the client and Boyuan negotiating the agreements.
09-Dec-21	Robert Kennedy	Review various correspondence re: sale of M&E. Attend conference call re: JV agreement. Consider strategy and next steps. Conversation with Jordan Sleeth.
10-Dec-21	Mark Freake	Review various correspondence from Receiver and Dentons Mexico regarding machinery and equipment. Review updated offers. Prepare for and attend conference call with Receiver and Robert Kennedy. Email Receiver regarding Boyuan issues.
10-Dec-21	Robert Kennedy	Review JV agreement. Review various correspondence re: M&E matters. Review [REDACTED] Consider strategy. Attend conference call re: strategy. Conversation with Jordan Sleeth. Work on BY JV amendments.
13-Dec-21	Daniel Loberto	Correspondence with Mark Freake, Robert Kennedy and Jordan Sleeth regarding security review.
13-Dec-21	Mark Freake	Email correspondence with Robert Kennedy, Daniel Loberto and Receiver regarding Certus security registrations and TD loan agreements. Review same.
13-Dec-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth re: M&E strategy. Conversation with Jordan Sleeth.
14-Dec-21	Daniel Loberto	Interoffice discussion with Mark Freake regarding upcoming transaction.
14-Dec-21	Mark Freake	Review and consider prospective purchaser's letter of intent. Review and summarize PPSA search results regarding Certus. [REDACTED] [REDACTED] Instruct Daniel Loberto regarding lease agreement

Date	Timekeeper	Description of Work
14-Dec-21	Robert Kennedy	summaries. Review Daniel Loberto's findings. Email Robert Kennedy regarding [REDACTED]. Conversation with Jordan Sleeth re: M&E sale matters. Review correspondence from Jordan Sleeth. Conversation with Jordan Sleeth [REDACTED] Consider sale strategy.
15-Dec-21	Rennie Ali	Receive and review email instructions from Mark Freake. Ordering UCC searches. Various correspondence regarding same.
15-Dec-21	Daniel Loberto	Conference call with Deloitte regarding next steps. Interoffice discussion with Mark Freake. Review lease summary and documentation.
15-Dec-21	Mark Freake	Prepare for and attend conference call with Receiver and Robert Kennedy regarding equipment sale and Boyuan issues. Revise Bill of Sale. Review Boyuan agreements. Various email correspondence with Receiver regarding same. Request and review UCC searches regarding equipment. [REDACTED]
15-Dec-21	Robert Kennedy	Attend conference call re: M&E sale strategy. Conference with Mark Freake re: next steps. Review UCC search. [REDACTED] Various correspondence to and from Rogelio López Velarde. [REDACTED] Review draft bill of sale.
16-Dec-21	Daniel Loberto	Correspondence with Robert Kennedy.
16-Dec-21	Mark Freake	Prepare for and attend conference call with Boyuan, Receiver, Certus principals and counsel regarding finalizing Equity Interest Transfer Agreement, MTNA Agreement and related issues. Various email correspondence regarding same. Attend conference call with Receiver regarding Bill of Sale issues. Draft and revise Bill of Sale. Email correspondence with Receiver regarding [REDACTED]
16-Dec-21	Michael Wang	Reviewing the Chinese version of the Agreement to ensure there is no discrepancy between the English version and Chinese version.
16-Dec-21	Kori Williams	Emails in connection with UCC.
16-Dec-21	Robert Kennedy	Attend conference call re: JV agreement. Various correspondence to and from Jordan Sleeth. Review and revise draft bill of sale. Review various correspondence re: MTNA agreement. [REDACTED] Various correspondence re: sale of M&E. Review correspondence from Rogelio López

Date	Timekeeper	Description of Work
		Velarde. correspondence to Rogelio López Velarde re: sale of M&E.
17-Dec-21	Rennie Ali	Receive and review email instructions from Daniel Loberto. Conducting corporate search with respect to Certus Automotive, Inc. Ordering MI articles of incorporation with respect to same. Various correspondence regarding the foregoing.
17-Dec-21	Daniel Loberto	Conference call re: search results.
17-Dec-21	Mark Freake	Review purchaser comments regarding Bill of Sale. Email correspondence with Receiver regarding same. Email Robert Kennedy regarding FGI Settlement Proceeds Agreement.
17-Dec-21	Kori Williams	Discussions in connection with UCC filings.
17-Dec-21	Robert Kennedy	Review agreements re: FGI and holdbacks. Confernce with Mark Freake. Attend confernece call re: UCC registrations. Various correpondnece re: MTNA funds. Review various correpondence re: M&E sale strategy. Conversation with Jordan Sleeth. Review various correpondnece re: Bill of Sale. Review revised Bill of Sale.
19-Dec-21	Mark Freake	Revise Bill of Sale. Attend conference call with Receiver and Robert Kennedy regarding same. Email correspondence with Receiver and Robert Kennedy.
19-Dec-21	Robert Kennedy	Review various correspondence re: bill of sale. Attend conference call re: bill of sale and strategy. Review revised bill of sale.
20-Dec-21	Mark Freake	Prepare for and attend conference call with prospective purchaser and Receiver regarding sale of equipment in Mexico. Revise Bill of Sale. Various email correspondence with Receiver and Robert Kennedy. Instruct Daniel Loberto regarding booking court time.
20-Dec-21	Robert Kennedy	Review revised bill of sale. Review various correspondence re: bill of sale. Conversation with Jeff Swan. Work on FGI matters. Conversation with Jordan Sleeth. Attend conference call re: bill of sale. Review various correspondence re: landlord matters. Review various correspondence re: motion to amend receivership order. Conversation with Jordan Sleeth re: landlord matters. Attend conference call with representatives of landlord. Conversation with Jordan Sleeth re: strategy and next steps.
21-Dec-21	Mark Freake	Prepare for and attend conference call with TD Bank and the Receiver regarding equipment sale process and FGI issues. Prepare for and attends calls with Receiver and Dentons Mexico regarding equipment sale process. Draft and revise memorandum regarding [REDACTED]

Date	Timekeeper	Description of Work
21-Dec-21	Robert Kennedy	[REDACTED] Revise Bill of Sale. [REDACTED] [REDACTED] Various emails with the Receiver and Robert Kennedy. Review FGI response and preparation for conference call. Review revised Bill of sale. Attend conference call re: strategy and next steps. [REDACTED] [REDACTED] Attend conference call with representatives of Mexico re: M&E sale matters. Conversation with Jordan Sleeth. Conference with Mark Freake.
22-Dec-21	Mark Freake	Call with Receiver regarding Bill of Sale. Follow up call with Robert Kennedy. Revise Bill of Sale. [REDACTED] [REDACTED] Email correspondence with Receiver.
22-Dec-21	Robert Kennedy	Attend conference call re: bill of sale. Review various correspondence re: bill of sale. Review FGI correspondence. Attend conference call re: FGI matters. Conversation with Jordan Sleeth (x2) re: administration matters and sale strategy.
22-Dec-21	Kenneth Kraft	Review and consider note on [REDACTED] [REDACTED]
23-Dec-21	Mark Freake	Review Receiver's emails to BancoMext and Landlord. Review and comment on revisions to Bill of Sale. Email correspondence with Receiver, Robert Kennedy and Dentons Mexico. Email correspondence with Miller Thomson regarding FGI issues. [REDACTED] [REDACTED]
23-Dec-21	Robert Kennedy	Review bill of sale. Work on sale of M&E matters. Various correspondence re: M&E sale matters. Various conversations with Jordan Sleeth. Consider Certus [REDACTED] [REDACTED] Conference with Jordan Sleeth and Jeff Swan re: [REDACTED]
29-Dec-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth. [REDACTED]
30-Dec-21	Robert Kennedy	Various correspondence to and from Jordan Sleeth re: M&E sale. Consider landlord reply.
31-Dec-21	Mark Freake	Email correspondence with Receiver regarding landlord issues.
31-Dec-21	Robert Kennedy	Work on sale of M&E matters. Draft correspondence to landlord. Various correspondence to and from Jordan Sleeth. conversation with Jeff Swan.

Timekeeper	Hours	Rate	Fees
Daniel Loberto	3.6	480.00	1,728.00
Kenneth Kraft	0.3	990.00	297.00
Kori Williams	0.5	735.00	367.50
Mark Freake	49.4	660.00	32,604.00
Michael Wang	4.9	830.00	4,067.00
Rennie Ali	0.9	230.00	207.00
Robert Kennedy	43.7	835.00	36,489.50
Total	103.3		\$75,760.00

TOTAL PROFESSIONAL FEES \$ 75,760.00
 Less: Discount (5,760.00)
NET PROFESSIONAL FEES \$ 70,000.00

TAXABLE DISBURSEMENTS

Dentons López Velarde \$ 8,539.61
 Searches 294.95

TOTAL TAXABLE DISBURSEMENTS \$ 8,834.56

TOTAL DISBURSEMENTS 8,834.56

TOTAL FEES AND DISBURSEMENTS \$ 78,834.56

TAXES

HST (13.0%) on Professional Fees of \$70,000.00 \$ 9,100.00
 HST (13.0%) on Taxable Disbursements of \$8,834.56 1,148.49

TOTAL TAXES 10,248.49

TOTAL AMOUNT DUE \$ 89,083.05 CAD

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF ROBERT KENNEDY SWORN
BEFORE ME THIS 17th DAY OF JANUARY, 2022.

A handwritten signature in cursive script, appearing to read "M. J. [unclear]".

A Commissioner for Taking Affidavits, etc.

EXHIBIT "B"**Summary of Invoices and Calculation of Average Hourly Billing Rates of Dentons Canada LLP****The Period from August 1, 2021 to December 31, 2021**

Date	Invoice No.	Fees	Discount	Disbursements	Taxes(HST)	Hours	Average Rate	Total
August 31, 2021	3611980	67,762.50	-2,762.50	10,890.51	9,824.17	89.5	739	85,714.68
September 30, 2021	3618964	82,895.50	-2,895.50	481.60	10,462.61	114.8	551.25	90,944.21
October 31, 2021	3623722	100,274.50	-4,274.50	1,326.75	12,652.48	133.7	741.25	109,979.23
November 30, 2021	3633704	60,215.00	-3,215.00	18,105.95	9,763.77	80.5	741.25	84,869.72
December 31, 2021	3640011	75,760.00	-5,760.00	8,834.56	10,248.49	103.3	842	89,083.05
TOTALS:		\$386,907.50	(\$18,907.50)	\$39,639.37	\$52,951.52	521.8	\$ 722.95	\$460,590.89

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF ROBERT KENNEDY SWORN
BEFORE ME THIS 17th DAY OF JANUARY, 2022.

A handwritten signature in cursive script, appearing to read "M. J. [unclear]".

A Commissioner for Taking Affidavits, etc.

EXHIBIT “C”**Billing Rates of Dentons Canada LLP**

For the period August 1, 2021 to December 31, 2021

	<u>Standard Rate</u>	<u>Year of Call</u>
Kenneth Kraft	\$990	1991
Robert Kennedy	\$835	2002
Andy Pushalik	\$730	2007
Kori Williams	\$735	2008
Mark Freake	\$660	2013
Michael (Hanqi) Wang	\$830	2019 (foreign consultant LSO)
Daniel Loberto	\$480	2020
Rennie Ali	\$230	Law Clerk

THE TORONTO-DOMINION BANK
Applicant

- and -

CERTUS AUTOMOTIVE INC., et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF ROBERT KENNEDY

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*Lawyers for Deloitte Restructuring Inc., in its capacity as
Court-appointed Receiver and Manager of Certus
Automotive Inc. and Keen Point International Inc.*

Confidential Appendix “A” to the Second Report of the Receiver

Schedule "A"
Summary of the Clawback Amounts and Fee Amounts claimed by FGI

Schedule "B"
Unredacted draft FGI Settlement Agreement

Schedule “C”

Summary of key terms of the Bids received on or prior to the Deadline

-and-

Respondents

Applicant

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

PROCEEDING COMMENCED AT
TORONTO

**SECOND REPORT OF THE RECEIVER AND MANAGER,
DELOITTE RESTRUCTURING INC.**

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*Lawyers for Deloitte Restructuring Inc., in its capacity as Court-
appointed Receiver and Manager of CERTUS AUTOMOTIVE
INC. and KEEN POINT INTERNATIONAL INC.*

Tab 3

Court File No. CV-21-00664429-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	FRIDAY, THE 21 ST DAY
)	
JUSTICE CONWAY)	OF JANUARY, 2022

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE
 BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND
 SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED

APPROVAL ORDER

THIS MOTION, made by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the court-appointed receiver and manager (the “**Receiver**”) of Certus Automotive Inc. and Keen Point International Inc. (collectively, the “**Debtors**”), for an order,

- (a) abridging the time for service of the Notice of Motion dated January 18, 2022 (the “**Notice of Motion**”) and the Motion Record dated January 18, 2022 (the “**Motion Record**”) herein and validating service thereof;
- (b) amending Section 3(k)(i) of the receivership order dated June 25, 2021 (the “**Receivership Order**”) to increase the monetary sale thresholds contemplated therein;

- (c) approving and authorizing the draft settlement agreement between FGI Worldwide LLC (“**FGI**”), The Toronto-Dominion Bank (“**TD**”), and the Receiver (the “**Settlement Agreement**”) attached as **Schedule “B”** to the **Confidential Supplement** (as defined herein);
- (d) approving the second report of the Receiver dated January 18, 2022 (the “**Second Report**”), and the activities of the Receiver as described therein;
- (e) ordering that the confidential supplement to the Second Report of the Receiver appended to the Second Report, and its corresponding schedules (collectively, the “**Confidential Supplement**”), be sealed from the public record up and until further Order of the Court;
- (f) approving the fees and disbursements of the Receiver as set out in the affidavit of Jordan Sleeth sworn January 17, 2022 (the “**Sleeth Affidavit**”), and the fees and disbursements of the Receiver’s counsel, Dentons Canada LLP (“**Dentons**”), as set out in the affidavit of Robert Kennedy sworn January 17, 2022 (the “**Kennedy Affidavit**”, and together with the Sleeth Affidavit, the “**Fee Affidavits**”);
- (g) approving the Receiver’s statement of receipts and disbursements for the period of August 4, 2021 to December 31, 2021 (the “**Interim R&D**”); and
- (h) such further and other grounds as counsel may advise and this Honourable Court may permit;

was heard this day by video conference.

ON READING the Motion Record, the Second Report, together with the Confidential Supplement its corresponding schedules, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Amanda Campbell sworn January 18, 2022, filed:

SERVICE

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

RECEIVERSHIP ORDER AMENDMENT

2. **THIS COURT ORDERS** that the monetary sale thresholds set forth at section 3(k)(i) of the Receivership Order, being “\$800,000” and “\$1,500,000”, are hereby increased and amended to “CA \$1,500,000” and “CA \$3,000,000”, respectively.

SETTLEMENT AGREEMENT

3. **THIS COURT ORDERS** that the Settlement Agreement is hereby authorized and approved, and that the Receiver, FGI and TD are authorized and directed to take all steps necessary to give effect to the terms of the Settlement Agreement.

SEALING

4. **THIS COURT ORDERS** that the Confidential Supplement, together with the corresponding schedules, shall be sealed, kept confidential and not form part of the public record, but shall be placed separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order up and until further order of the Court.

RECEIVER'S ACTIVITIES

5. **THIS COURT ORDERS** that the Second Report, the Confidential Supplement and the activities of the Receiver, as described in the Second Report and the Confidential Supplement, are hereby approved.

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Dentons, as set out in the Second Report and in the Fee Affidavits, are hereby approved.

7. **THIS COURT ORDERS** that the Interim R&D is hereby approved.
-

THE TORONTO-DOMINION BANK

Applicant

- and -

Court File No: CV-21-00664429-00CL

CERTUS AUTOMOTIVE INC., et al.

Respondents

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

PROCEEDING COMMENCED AT TORONTO

APPROVAL ORDER

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THE TORONTO-DOMINION BANK
Applicant

- and -

CERTUS AUTOMOTIVE INC., et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD
(returnable January 21, 2022)

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