

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

**IN THE MATTER OF s. 243(1) of the *Bankruptcy and Insolvency Act*  
and s. 101 of the *Courts of Justice Act***

**B E T W E E N:**

**HSBC BANK CANADA**

Applicant

-and-

**SAFETY SEAL PLASTICS INC.**

Respondent

**MOTION RECORD  
(Returnable October 15, 2021)**

DATE: October 1, 2021

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Lawyers for Deloitte Restructuring Inc.

**TO: THE SERVICE LIST**

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**ONTARIO  
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**IN THE MATTER OF s. 243(1) of the *Bankruptcy and Insolvency Act*  
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# TAB 1

Court File No.: CV-18-00602325-00CL

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

**IN THE MATTER OF s. 243(1) of the *Bankruptcy and Insolvency Act*  
and s. 101 of the *Courts of Justice Act***

**B E T W E E N:**

**HSBC BANK CANADA**

Applicant

-and-

**SAFETY SEAL PLASTICS INC.**

Respondent

**NOTICE OF MOTION  
(Discharge)  
(Returnable October 15, 2021)**

Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Safety Seal Plastics Inc. (the “**Debtor**”) the Respondent, will make a motion to a judge of the Commercial List of the Ontario Superior Court of Justice via Zoom videoconference, of which the join-in details will be provided by email to the service list, on October 15, 2021, at 12:30 p.m. or as soon thereafter as the motion can be heard.

**PROPOSED METHOD OF HEARING:** orally.

**THE MOTION IS FOR** orders in suggested accordance with the draft order, Schedule “A” hereto:

- a) if necessary, validating the time and method of service and filing of the motion record for this motion, including the Third Report of the Receiver dated October 1, 2021 (the “**Third Report**”), such that this motion is properly returnable on October 15, 2021, and dispensing with further service thereof;
- b) approving the activities of the Receiver as set out in the Third Report;
- c) approving the fees, costs and expenses of the Receiver and its lawyers as set out in the Third Report and the fee affidavits, filed (together, the “**Fee Affidavits**”), of Mr. Hartley

Bricks for the Receiver and Mr. Mario Forte for the Receiver's lawyers, Goldman Sloan Nash & Haber LLP;

- d) subject to completion of the receivership's administration as set out in the Third Report, and upon the Receiver filing a certificate of completion with the court, discharging Deloitte as Receiver;
- e) releasing Deloitte from all liability from the receivership, save for gross negligence or wilful misconduct; and
- f) such further and other relief as the court sees just.

**THE GROUNDS FOR THE MOTION ARE:**

- a) By order of this court dated August 7, 2018, Deloitte was appointed Receiver of the assets, undertakings and properties of the Respondent.
- b) The administration of the receivership is complete with realization of the estate's interest in certain proceeds of litigation more particularly described in the Third Report and accordingly all assets in possession have been realized. The Receiver's remaining activities, as set out in the Third Report, include making final distribution(s) to the Applicant as authorized pursuant to the order of Madam Justice Conway made August 7, 2018.

***Approval of activities***

- c) The activities of the Receiver since their last court approval are described in the Third Report. The Receiver acted prudently and diligently, in accordance with this court's orders.

***Approval of fees, costs and expenses***

- d) The fees, costs and expenses of the Receiver and its lawyers are described in the Third Report and the Fee Affidavits. They are fair, reasonable, and comparable to those incurred in similar files in the Toronto market.

***Discharge and release***

- e) Upon the completion of outstanding matters as set out in the Third Report, the administration of this receivership will be complete. The Receiver's activities having been approved by the court from time to time in the proceeding, including in the October 16, 2018 order of Hailey J., and herein if granted, it is appropriate that Deloitte be discharged as Receiver and released from any liability in respect of the receivership, save for any acts of the Receiver determined to be gross negligence or wilful misconduct.

***Legal provisions***

- f) *Courts of Justice Act*, s. 101, *Bankruptcy and Insolvency Act*, s. 243, and *Rules of Civil Procedure*, rules 1.05, 2.03, 3.02, and 16.08, and such other grounds that counsel may advise and this court permit.

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

- a) the Third Report,
- b) the Fee Affidavits, and
- d) such further and other evidence as counsel may advise and this court permits.

DATE: October 1, 2021

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Lawyers for the Receiver

**HSBC BANK CANADA**  
Applicant

and **SAFETY SEAL PLASTICS INC.**  
Respondent

Court File No.: CV-18-00602325-00CL

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

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**NOTICE OF MOTION**  
**(DISCHARGE)**

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Lawyers for the Receiver

# **TAB 2**

Court File No.: CV-18-00602325-00CL

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

**HSBC BANK CANADA**

Applicant

- and -

**SAFETY SEAL PLASTICS INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**THIRD REPORT OF DELOITTE RESTRUCTURING INC.,  
RECEIVER OF SAFETY SEAL PLASTICS INC.**

**DATED OCTOBER 1, 2021**

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<b>D</b>	Approval and Vesting Order (Assignment of Certain Claims) dated October 16, 2018
<b>E</b>	Order (Approval of Receiver Fees and Other Relief) dated October 16, 2018
<b>F</b>	Receiver's Statement of Receipts and Disbursements for the period August 7, 2018 to August 17, 2021
<b>G</b>	Fee Affidavit of Hartley Bricks sworn September 28, 2021
<b>H</b>	Fee Affidavit of Mario Forte sworn September 29, 2021

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## INTRODUCTION

1. By Order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (the “**Court**”) dated August 7, 2018 (the “**Appointment Date**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the Court-appointed receiver (the “**Receiver**”), without security, of the assets, undertakings and properties of Safety Seal Plastics Inc., (“**Safety Seal**”, the “**Debtor**” or the “**Company**”), acquired for, or used in relation to a business carried on by the Debtor (the “**Property**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. Safety Seal is a privately owned company that operated out of rented premises in Guelph, Ontario and was engaged in the printing and cutting of plastic sleeves and labels and manufactured packaging products for various industries including craft beer, food and beverage, pharmaceuticals, sports and nutrition, and wine and spirits.
3. Also on the Appointment Date, the Court issued an Approval and Vesting Order which approved a sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**APA**”) between the Debtor and Labelink Products Inc. (the “**Purchaser**”) dated July 19, 2018 and vested essentially all of the Property with the Purchaser. The Transaction closed on August 9, 2018.
4. On August 21, 2018, the Receiver made a motion to the Court to, among other things, approve distributions to certain secured creditors, including distributing the balance of the sale proceeds from time to time to the Applicant, HSBC Bank Canada (“**HSBC**”) up to the amount of \$4,700,000. In support of that motion, the Receiver filed with the Court its First

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Report to the Court dated August 10, 2018. Based on the First Report and the submissions made to the Court by counsel for the Receiver and HSBC, the Court granted a Distribution Order (the “**Distribution Order**”) approving the relief sought. A copy of the Distribution Order is attached hereto as **Appendix “B”**.

5. On October 16, 2018, the Receiver made a motion to the Court to, among other things, approve the Receiver entering into an Assignment Agreement made as of October 3, 2018 (the “**Assignment Agreement**”) with Packaging Growth Investors, LLC (“**PGI**”), the majority shareholder of the Debtor, to assign to PGI any claims or causes of action that Safety Seal may have against its former president and chief executive officer Michael Bedrosian (“**Bedrosian**”) and individuals and corporations related to Bedrosian (collectively, the “**Safety Seal Claims**”) on an “as is” basis, without recourse against the Receiver (the “**Assignment**”). In support of that motion, the Receiver filed with the Court its Second Report to the Court dated October 12, 2018, a copy of which is attached hereto as **Appendix “C”** (without appendices). Based on the Second Report and the submissions made to the Court by counsel for the Receiver and HSBC, the Court granted an Approval and Vesting Order (Assignment of Certain Claims) dated October 16, 2018 (the “**Assignment Order**”) and an Order (Approval of Receiver Fees and Other Relief) also dated October 16, 2018 (the “**October 16 Order**”) approving the relief sought. A copy of the Assignment Order is attached hereto as **Appendix “D”** and a copy of the October 16 Order is attached hereto as **Appendix “E”**.

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6. The purpose of this third report of the Receiver (the “**Third Report**”) is to provide the Court with the evidentiary basis to make an Order:
- (a) approving the Third Report and the activities of the Receiver described herein;
  - (b) approving the professional fees and disbursements of the Receiver and its independent counsel, Goldman Sloan Nash & Haber LLP (“**GSNH**”), and authorizing the Receiver to pay all such fees and disbursements;
  - (c) approving the Receiver’s Final Statement of Receipts and Disbursements for the period from August 7, 2018 to August 5, 2021 (the “**R&D**”);
  - (d) authorizing and directing the Receiver to assign to HSBC any future receipts in connection with the estate herein; and
  - (e) discharging the Receiver, subject to the Receiver completing its administration of the estate herein and distributing the remaining funds held by the Receiver in the manner more particularly described herein, as will be evidenced by the Receiver filing a Certificate with the Court; and
  - (f) barring all claims against the Receiver by any person upon the Receiver’s discharge.

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7. The Appointment Order, together with related Court documents, and other materials relevant to the Receivership are posted on the Receiver's website at <http://www.insolvencies.deloitte.ca/en-ca/safetyseal>.

## **TERMS OF REFERENCE**

8. In preparing this Third Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Company's books and records, discussions with former management of the Company, and information from third-party sources (collectively, the "**Information**"). Except as described in this Third 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 Third Report in its capacity as a Court-appointed officer to support the Court's approval of the relief being sought. Parties using the Third Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.

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9. Unless otherwise stated, all dollar amounts contained in the Third Report are expressed in Canadian dollars.
10. Unless otherwise provided, all other capitalized terms not otherwise defined in this Third Report are as defined in the First and Second Report.

### **RECEIVER'S ACTIVITIES**

11. Since the Second Report, the Receiver has undertaken the following activities:
  - executed and delivered the Receiver's Certificate evidencing the completion of the Assignment;
  - made a first distribution to HSBC in the amount of \$2,180,000;
  - responded to a number of inquiries from the Purchaser, including providing a refund of accrued but unused legal fees of HSBC's counsel;
  - responded to Canada Revenue Agency inquiries;
  - responded to various creditor inquiries regarding the status of the receivership;
  - responded to correspondence from HSBC regarding the status of the receivership and the timing for distributions;
  - as the Assignment Agreement provided that the Receiver was to receive 10% of any settlement proceeds, or if no settlement could be reached, 20% of proceeds

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resulting from a judgement rendered by the Court, corresponded with PGI to ascertain the status of the litigation. The Receiver learned that in April 2021, PGI reached a settlement with Bedrosian for \$1.0 million. On August 12, 2021, the Receiver received proceeds of \$79,508 which reflected the Receiver's 10% share of the net proceeds (after legal fees, expenses and costs incurred by PGI, the net proceeds were \$795,077);

- preparing and filing statutory reporting in accordance with subsection 246(2) of the *Bankruptcy and Insolvency Act* (the “**BIA**”)
- prepared the R&D; and
- prepared this Third Report.

12. The Receiver has completed its duties, except for the Remaining Duties as set out below, and is now seeking its discharge.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

13. Attached hereto as **Appendix “F”** is the Final R&D. As of August 17, 2021, the Receiver is holding funds totalling \$104,028.

14. To date, the Receiver has made a distribution to RBC totalling \$485,000 and to HSBC totalling \$2,180,000.

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15. The Receiver intends to make a final distribution to HSBC after payment of the professional fees required to complete the receivership administration as discussed further below.

#### **FEES OF THE RECEIVER AND ITS LEGAL COUNSEL**

16. The Receiver and its legal counsel have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraph 17 of the Appointment Order, the Receiver and its legal counsel were directed to pass their accounts from time to time before a judge of the Court.
17. The total fees of the Receiver during the period from September 8, 2018 to July 31, 2021, amount to \$23,896.00 together with disbursements in the sum of \$260.34 plus HST of \$3,140.32, totalling \$27,296.66 (the “**Receiver Fees**”). The time spent by the Receiver is more particularly described in the Affidavit of Hartley Bricks, a Senior Vice-President of Deloitte, sworn September 28, 2021 in support hereof and attached hereto as **Appendix “E”** (the “**Bricks Affidavit**”).
18. The total legal fees and disbursements of GSNH, in its capacity as counsel to Receiver from October 8, 2018 to October 16, 2018, are particularized in the Affidavit of Mario Forte, a partner of GSNH, sworn September 29, 2021 in support hereof and attached hereto as **Appendix “F”** (the “**Forte Affidavit**”). The total amount of the invoice for this period is \$7,449.08 inclusive of HST (the “**GSNH Fees**”).

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19. As set out in the Bricks Affidavit and the Forte Affidavit, the estimated fees of the Receiver and its legal counsel to the conclusion of the administration are \$7,500.00 plus disbursements and HST (the “**Estimated Fees**”). The Estimated Fees for the fees of the Receiver and GSNH are in addition to the fees outlined in paragraphs 17 and 18.
20. The Receiver is of the view that the fees and disbursements set out in the Bricks Affidavit and Forte Affidavit, including the Estimated Fees (collectively, the “**Professional Fees**”) are reasonable in the circumstances of this case. Accordingly, the form of Discharge Order sought by the Receiver approves the Professional Fees.

#### **REMAINING ADMINISTRATIVE MATTERS**

21. The following matters remain outstanding (the “**Remaining Duties**”):
  - (a) paying the outstanding professional fees and making the final distribution to HSBC;
  - (b) preparing and filing the Receiver’s final report as required under Section 246(3) of the BIA;
  - (c) closing the Receiver’s trust accounts; and
  - (d) any incidental tasks that may be required in connection with concluding the receivership proceedings, including without limitation, the filing of the Discharge Certificate, upon completion of the above matters.

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## RECEIVER'S REQUESTS

22. The Receiver recommends that the Court make an order:
- (a) approving the Receiver's activities from September 8, 2018 to the date of this Third Report;
  - (b) approving the Final R&D;
  - (c) approving the Professional Fees;
  - (d) authorizing and directing the Receiver to assign to HSBC any future receipts in connection with the estate herein;
  - (e) barring all claims against the Receiver by any person upon the Receiver's discharge;
  - (f) restricting the duties and obligations of the Receiver to the Remaining Duties until such time as the Receiver is discharged; and
  - (g) terminating these proceedings and discharging Deloitte from the powers, duties, and obligations attendant to its appointment as Receiver effective upon the filing of a certificate with the Court indicating that the Receiver has completed the Remaining Duties.

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All of which is respectfully submitted at Toronto, Ontario this 1<sup>st</sup> day of October, 2021.

**Deloitte Restructuring Inc.,**

in its capacity as Court-appointed Receiver of  
Safety Seal Plastics Inc. and not in its personal  
or corporate capacity

Per :



Hartley Bricks, MBA, CPA, CA, CIRP, LIT  
Senior Vice-President

**HSBC BANK CANADA**

and

**SAFETY SEAL PLASTICS INC.**

Court File No.: CV-18-00602325-00CL

Applicant

Respondent

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
(Commercial List)

Proceeding commenced at Toronto

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**THIRD REPORT OF THE RECEIVER,  
DELOITTE RESTRUCTURING INC.**

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Lawyers for the Receiver, Deloitte Restructuring Inc.

# APPENDIX “A”

Court File No. CV-18-00602325-00CL

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

THE HONOURABLE )  
JUSTICE *S.F. Dowling* )

TUESDAY, THE 7<sup>th</sup>  
DAY OF AUGUST, 2018



**HSBC BANK CANADA**

Applicant

- and -

**SAFETY SEAL PLASTICS INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**ORDER  
(appointing Receiver)**

**THIS APPLICATION** made by the Applicant 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 (the "**Receiver**") without security, of all of the assets, undertakings and properties of the Respondent, Safety Seal Plastics Inc. (the "**Debtor**"), acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Frank V. Tannura sworn July 27, 2018 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the Debtor, Royal Bank of Canada, and such other counsel listed on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Puya Fesharaki sworn July 30, 2018, filed, 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 Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"), with the exception of the equipment listed in Schedule "A" annexed to this Order subject to the Receiver obtaining an independent opinion confirming the validity of Business Development Bank of Canada's first priority security interest in the equipment listed in Schedule "A".

### **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 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) with the purpose of completing the asset purchase transaction contemplated in this proceeding, to manage, operate, and carry on the business of the debtor with a view to the completion of such transaction, and if deemed necessary in the Receiver's sole discretion, to cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (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;

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- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (f) with the further order of the Court, adopt and/or complete such transactions entered into by the Debtor for the sale of all or parts of the Property;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to 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;

- (k) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (l) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (m) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

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

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

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

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

providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

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

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the

Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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 Debtor, 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. For clarity, the fees, costs, and expenses incurred by the Receiver and counsel in the preparation of its pre-appointment report and such related activities shall be deemed to form part of the Receiver's and counsel's accounts herein and be subject to the terms of this Order.

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

#### **SERVICE AND NOTICE**

21. **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.

22. **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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

23. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel 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 Debtor's 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).

**GENERAL**

24. **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.

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

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

27. **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.

28. **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 Applicant'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 Debtor's estate with such priority and at such time as this Court may determine.

29. **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.

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ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

AUG 07 2018

PER / PAR:

*UM*

A large, stylized handwritten signature in black ink, possibly reading "A. D. G.", is written over a horizontal line. The signature is fluid and extends downwards with a long, sweeping tail.

**SCHEDULE "A"**  
**EQUIPMENT LIST**

1. 1999 Comco 8 Colour 22", Serial No. 98-1223
2. 1999 Comco 8 Colour 22" B, Serial No. 98-1225
3. 2012 Karville K4 Seaming Machine Seam-350D-UHS 11- 6654 C-211225RTC-500-600 ,SerialNos. 12025M and 12026M
4. KOR Engineering FW Series FW5560, Serial No. 3107
5. KOR Engineering FW Series PAC 28 SH, Serial No. 2033
6. Sanyo tamper-evident band P14-25-30 (custom)
7. Custom built tamper-evident pre-former, Serial No. 3455
8. J.M. Heaford Mounter 600 Cobra XLS TT, Serial No. 90131
9. Sanyo Film Tubing Machine HSW-300

**HSBC BANK CANADA**

Applicant

**SAFETY SEAL PLASTICS INC.**

Respondent

Court File No.: CV-18-00602325-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Toronto

**ORDER  
(APPOINTING RECEIVER)**

**Thornton Grout Finnigan LLP**

Barristers and Solicitors  
Toronto-Dominion Centre  
100 Wellington Street West  
Suite 3200, P.O. Box 329  
Toronto, ON M5K 1K7

**D.J. Miller (LSO# 34393P)**

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**Puya J. Fesharaki (LSO# 70588L)**

Tel: 416-304-7979  
Email: [pfesharaki@tgf.ca](mailto:pfesharaki@tgf.ca)

Fax: 416-304-1313

Lawyers for the Applicant

# APPENDIX “B”

Court File No. CV-18-00602325-00CL

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

THE HONOURABLE

)

TUESDAY, THE 21<sup>ST</sup>

JUSTICE CONWAY

)

DAY OF AUGUST, 2018

)

**HSBC BANK CANADA**

Applicant

- and -

**SAFETY SEAL PLASTICS INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**DISTRIBUTION ORDER**

**THIS MOTION** made by Deloitte Restructuring Inc., in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties (collectively, the “**Property**”) of Safety Seal Plastics Inc. (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the first report of the Receiver dated August 10, 2018 and the Appendices thereto (the “**First Report**”) and on hearing the submissions of counsel for the Receiver, the Debtor, Royal Bank of Canada, and such other counsel listed on the Counsel Slip,



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no one appearing for any other person on the service list, although properly served as appears from the affidavit of Katie Parent sworn August 10, 2018, 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 application is properly returnable today and hereby dispenses with further service thereof.

#### **DISTRIBUTION**

2. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute upon the filing of a Receiver's certificate with respect to the closing of the sale as contemplated by an agreement of purchase and sale between the Debtor and Labelink Products Inc. dated July 19, 2018 (the "**Transaction**"), \$485,000 to Royal Bank of Canada ("**RBC**") subject to the security held by RBC, and, without further Order of this Court.

3. **THIS COURT ORDERS** that the Receiver is hereby authorized and empowered to distribute from time to time all funds coming into its hands in respect of the realization of the assets of the Debtor, including the balance of the sale proceeds of the Transaction, to HSBC Bank Canada ("**HSBC**") subject to the security held by HSBC, and subject to such reserves as the Receiver may deem prudent, up to the amount of \$4,700,000, without further Order of this Court.

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized to convey or transfer any part or parts of the Property excluding the assets that are subject to the

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Transaction (the “**Remaining Property**”), out of the ordinary course of business, to persons with a valid claim against such Remaining Property, as determined by the Receiver, in accordance with the rank and apparent priority of such claims and limited to the indebtedness of the Debtor to each such party asserting a claim, without further Order of this Court.

#### GENERAL

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



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ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

AUG 21 2018

PER / PAR:



**HSBC BANK CANADA**

and

**SAFETY SEAL PLASTICS INC.**

Court File No.: CV-18-00602325-00CL

Applicant

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
(Commercial List)

Proceeding commenced at Toronto

**DISTRIBUTION ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
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**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

Lawyers for the Receiver, Deloitte Restructuring Inc.

# APPENDIX “C”

Court File No.: CV-18-00602325-00CL

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

**HSBC BANK CANADA**

Applicant

- and -

**SAFETY SEAL PLASTICS INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**SECOND REPORT OF DELOITTE RESTRUCTURING INC.,  
RECEIVER OF SAFETY SEAL PLASTICS INC.**

**DATED OCTOBER 12, 2018**

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**APPENDICES**

- A** First Report to Court of the Receiver dated August 10, 2018
- B** Order of Justice Conway of the Ontario Superior Court of Justice dated August 21, 2018
- C** Assignment Agreement made as of October 3, 2018
- D** Receiver's Statement of Receipts and Disbursements for the period August 7 to October 11, 2018
- E** Affidavit of Hartley Bricks sworn October 11, 2018
- F** Affidavit of Mario Forte sworn October 12, 2018

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## INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (the “**Court**”) dated August 7, 2018 (the “**Appointment Order**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the Court-appointed receiver (the “**Receiver**”), without security, of the assets, undertakings and properties of Safety Seal Plastics Inc., (“**Safety Seal**”, the “**Debtor**” or the “**Company**”), acquired for, or used in relation to a business carried on by the Debtor (the “**Property**”).
2. On August 21, 2018, the Receiver made a motion to, among other things, approve distributions to secured creditors, including distributing the balance of the sale proceeds from time to time to the Applicant, HSBC Bank Canada (“**HSBC**”). In support of that motion, the Receiver filed with the Court its First Report to the Court dated August 10, 2018, a copy of which is attached hereto as **Appendix “A”** (without appendices). Based on the First Report and the submissions made to the Court by counsel for the Receiver and HSBC, the Court granted an order (the “**August 10 Order**”) approving the relief sought. A copy of the August 10 Order is attached hereto as **Appendix “B”**.
3. The purpose of this second report of the Receiver (the “**Second Report**”) is to provide the Court with the evidentiary basis to make an Order:
  - (a) approving the receiver to enter into an Assignment Agreement made as of October 3, 2018 (the “**Assignment Agreement**”) with Packaging Growth Investors, LLC (“**PGI**”), the majority shareholder of the Debtor, to assign to PGI any claims or causes of action that Safety Seal may have

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against its former president and chief executive officer Michael Bedrosian (“**Bedrosian**”) and individuals and corporations related to Bedrosian (collectively, the “**Safety Seal Claims**”) on an “as is” basis, without recourse against the Receiver (the “**Assignment**”);

- (b) approving the Receiver’s Statement of Receipts and Disbursements for the period to October 11, 2018; and
  - (c) approving the activities, fees and disbursements of the Receiver from July 27 to September 7, 2018 and Goldman Sloan Nash & Haber LLO from July 9 to September 27, 2018.
4. The Appointment Order, together with related Court documents, and other materials relevant to the Receivership are posted on the Receiver’s website at <http://www.insolvencies.deloitte.ca/en-ca/safetyseal>.

#### **TERMS OF REFERENCE**

5. In preparing this Second Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Company’s books and records, discussions with former management of the Company, and information from third-party sources (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

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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 officer to support the Court’s approval of the relief being sought. Parties using the Second Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
6. Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in Canadian dollars.
  7. Unless otherwise provided, all other capitalized terms not otherwise defined in this Second Report are as defined in the Assignment Agreement.

## **BACKGROUND**

8. Safety Seal is a private company which had been engaged in the printing and cutting of plastic sleeves and labels and manufactures packaging products for various industries including craft beer, food and beverage, pharmaceuticals, sports and nutrition, and wine and spirits.
9. On August 7, 2018 the Court approved a transaction (the “**Transaction**”) for the sale of a substantial portion of the assets of the Debtor to Labelink Products Inc. (“**Labelink**”), which sale was completed on August 8, 2018.

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**SECURED CLAIMS AND DISTRIBUTIONS**

10. The First Report included the Receiver's review of the validity and enforceability of the security held by each the Royal Bank of Canada ("**RBC**"), HSBC and Business Development Bank of Canada ("**BDC**") and the opinions thereon from the Receiver's independent legal counsel, Goldman Sloan Nash & Haber LLP ("**GSNH**") (the "**Security Opinions**").
11. Based on the Security Opinions, the Receiver sought and obtained the August 10 Order which approved the distribution of the proceeds of Transaction as follows: \$485,000 of the sale proceeds upon the filing of the Receiver's Certificate to RBC subject to the security held by RBC; and distributions from time to time of all funds coming into its hands in respect of the realization of the assets of the Debtor, including the balance of the sale proceeds, to HSBC subject to the security held by HSBC, and subject to such reserves as the Receiver may deem prudent, up to a maximum of \$4,700,000 without further order of this Court. [Emphasis added]
12. Based on counsel's advice, there appears to be no creditor having a prior claim to the proceeds generated from the receivership administration other than the proceeds which were distributed to RBC on account of its security with respect to specific assets. In addition, Canada Revenue Agency has completed its audits and has determined there are no deemed trust claims that that would have a prior ranking claim over the proceeds.
13. There have been no distributions to HSBC to date, although the Receiver intends to make a distribution shortly.

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**THE ASSIGNMENT AGREEMENT AND CLAIM**

14. Based on the fact that HSBC holds first ranking security over the remaining assets of the Debtor, PGI approached the Receiver and HSBC with a view to seeking an assignment of the Safety Seal Claims, including without limitation the claims set forth in the in the draft statement of claim attached as Appendix “A” to the Assignment Agreement (the “**Draft Claim**”). Such claims do not include any claims which PGI may independently have against Bedrosian.
15. The Draft Claim seeks damages (including punitive damages), accountings, disgorgement and interim, interlocutory and permanent injunctive relief concerning the purported activities of Bedrosian in among other things, committing numerous acts of fraud, deceit and misrepresentation for his own benefit and the benefit of his immediate family members, all as more particularly set forth in the Draft Claim.
16. Negotiations among the Receiver, PGI and HSBC have resulted in the Assignment Agreement which, among other things, assigns all of the Debtor’s right, title and interest, if any, in and to the Safety Seal Claims. A copy of the Assignment Agreement is attached hereto as **Appendix “C”**.
17. More particularly, and in addition to the assignment of the Safety Seal Claims on an “as is” basis without recourse against the Receiver in any respect, the Assignment Agreement provides:

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- (a) a compensation structure for the Receiver to participate in a percentage recovery (10%) the Net Proceeds of any amounts received by PGI in connection with any settlement entered into by PGI with respect to the Safety Seal Claims or the claims that PGI or any of its employees, shareholders, directors, agents or representatives may personally have against Bedrosian and individuals and corporations related to Bedrosian, including without limitation, those claims, choses in action and causes of action described in the Draft Claim (the “**PGI Claims**”), and if no settlement, 20% of the Net Proceeds realized from any amounts recovered by PGI on account of the Safety Seal Claims but not the PGI Claims. “Net Proceeds” is defined to mean those recoveries less reasonable legal fees, expenses, costs and taxes to produce the recovery and such reasonable legal fees, costs expenses and taxes paid by PGI in connection with the completion of the Assignment whether for its own account or in respect of such fees, costs and expenses of HSBC and the Receiver which PGI has also agreed to pay within certain parameters described below;
- (b) provides for an accounting of the Net Proceeds to the Receiver for the purposes of assessing the reasonableness of fees, costs and expenses;
- (c) requires PGI to provide periodic updates on the status of recovery efforts and the like;

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- (d) requires PGI to pursue the Draft Claim solely in the name of Safety Seal or PGI;
  - (e) requires PGI to be solely liable for any costs awards awarded against the plaintiffs in connection with any litigation proceedings relating to the Safety Seal Claims;
  - (f) prohibits further assignment of the Safety Seal Claims without the prior written consent of HSBC; and
  - (g) requires PGI to pay the reasonable fees and disbursements incurred by the Receiver (and HSBC) relating to the Assignment to a maximum of \$16,000 (inclusive of all fees, disbursements and taxes).
18. The Assignment is also conditional on court approval of the assignment and the vesting of the Safety Seal Claims in PGI pursuant to an approval and vesting order.
19. More particularly, the Assignment Agreement contemplates that in addition to the provisions typically found in approval and vesting orders, the order shall contain the following provisions;
- (a) The Assignment is on a basis and without recourse to the Receiver nor HSBC, and that neither the Receiver nor the HSBC shall be liable for any costs or otherwise in connection with the pursuit of any claims or causes of action, whether through litigation proceedings or otherwise in any way relating to the Safety Seal Claims; and

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- (b) That any party to any litigation proceeding, and any court in any litigation proceeding relating to the Safety Seal Claims shall be made aware of the existence of and the terms on the court order governing the Assignment.
20. In the Receiver's view, it is neither efficient nor practicable for it to undertake proceedings to recover value for the Safety Seal Claims. Doing so in these circumstances would at a minimum add a layer of professional costs to the recovery process, and moreover, such recovery process may outlast the term of the receivership, which administration is nearly complete.
21. In addition, PGI is very familiar with the Debtor's business and Mr. Bedrosian's activities and is highly motivated to pursue Mr. Bedrosian based on the damages they appear to have suffered independently of the Debtor's damages.
22. Based on the foregoing, the Receiver is of the view that the Assignment is the best means through which to maximize the value of the Safety Seal Claims for the benefit of creditors, which in this case is HSBC as the senior secured creditor entitled to any recoveries realized in accordance with the Assignment Agreement.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

23. Attached hereto as **Appendix "D"** is the Statement of Receipts and Disbursements for the receivership for the period August 7 to October 11, 2018 (the "**R&D**"). As of October 11, 2018, the Receiver is holding funds totalling \$2,269,627. As mentioned above, the

- 11 -

Receiver will be making a distribution to HSBC shortly that will take into consideration a reasonable holdback for costs to complete the administration.

#### **APPROVAL OF ACTIVITIES, FEES AND COSTS OF RECEIVER**

24. The Receiver and its legal counsel have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraph 17 of the Appointment Order, the Receiver and its legal counsel were directed to pass their accounts from time to time before a judge of the Court.
25. The total fees of the Receiver during the period from July 27, 2018 to September 7, 2018, amount to \$94,127.00 together with disbursements in the sum of \$1,136.86 plus HST of \$12,384.31, totalling \$107,648.17 (the “**Receiver Fees**”). The time spent by the Receiver is more particularly described in the Affidavit of Hartley Bricks, a Senior Vice-President of Deloitte, sworn October 11, 2018 in support hereof and attached hereto as **Appendix “E”** (the “**Bricks Affidavit**”).
26. The Receiver’s invoices attached to the Bricks Affidavit list in detail the activities performed by the Receiver during the period July 27, 2018 to September 7, 2018. The major activities undertaken by the Receiver during this period include:
  - review of the asset purchase agreement with Labelink (the “**APA**”) and provide comments on same;
  - preparation of a proposed Receiver’s report;

- 12 -

- attendance in Court for the appointment of the Receiver and seek approval to complete the APA;
- attendance at Safety Seal premises to close the APA and transition the business to Labelink;
- ensure employee claims were satisfied pursuant to the APA and assist employees with the filing of WEPP claims;
- completion of statutory receivership duties including the preparation and mailing of the Notice and Statement of Receiver pursuant to sections 245 and 246(1) of the *Bankruptcy and Insolvency Act*;
- respond to numerous inquiries from creditors, landlords, lessors, employees and governmental authorities;
- arranged for the return of certain leased assets that were not purchased as part of the APA;
- preparation of the First Report and attendance in Court for the motion related thereto; and
- completion of distribution to RBC pursuant to the August 10 Order.

The Receiver is seeking the Court's approval of its activities as set out in the Receiver Fees.

- 13 -

27. The total legal fees and disbursements of GSNH, in its capacity as counsel to Receiver from July 9 to September 27, 2018, are particularized in the Affidavit of Mario Forte, a partner of GSNH, sworn October 12, 2018 in support hereof and attached hereto as **Appendix “F”** (the **“Forte Affidavit”**). The total amount of the invoice for this period is \$25,680.04 inclusive of HST (the **“GSNH Fees”**).
28. The Receiver has reviewed the GSNH Fees as set out in the Forte Affidavit and finds the work performed and the charges to be appropriate and reasonable in the circumstances.

#### **RECEIVER’S REQUESTS**

29. The Receiver recommends that the Court make an order:
- (a) approving the Assignment;
  - (b) authorizing the Receiver to execute and deliver the Assignment Agreement;
  - (c) vesting the Safety Seal Claims in PGI pursuant to the terms of such order;
  - (d) approving the R&D;
  - (e) approving the Receivers Fees and the Receiver’s activities as set out in the detailed descriptions attached to the invoices; and
  - (f) approving the GSNH Fees.

- 14 -

All of which is respectfully submitted at Toronto, Ontario this 12<sup>th</sup> day of October, 2018.

**Deloitte Restructuring Inc.,**  
in its capacity as Court-appointed Receiver of  
Safety Seal Plastics Inc. and not in its personal  
or corporate capacity

Per:   
\_\_\_\_\_  
Paul Casey, CPA, CA, FCIRP, LIT  
Senior Vice-President

Per :   
\_\_\_\_\_  
Hartley Bricks, MBA, CPA, CA, CIRP, LIT  
Senior Vice-President

# APPENDIX ‘D’

Court File No. CV-18-00602325-00CL

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



THE HONOURABLE MR.

JUSTICE HAINEY

)  
)  
)

TUESDAY, THE 16<sup>th</sup>

DAY OF OCTOBER, 2018

**HSBC BANK CANADA**

Applicant

- and -

**SAFETY SEAL PLASTICS INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**APPROVAL AND VESTING ORDER  
(Assignment of Certain Claims)**

**THIS MOTION** made by Deloitte Restructuring Inc., in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties used in connection (collectively, the “**Property**”) of Safety Seal Plastics Inc. (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the second report of the Receiver dated October 12, 2018 and the Appendices thereto (the “**Second Report**”) and on hearing the submissions of counsel for the Receiver, Packaging Growth Investors, LLC (“**PGI**”), HSBC Bank Canada, and such other

counsel listed on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Katie Parent sworn October 12, 2018, filed.

All capitalized terms herein shall unless otherwise indicated have the meanings ascribed to them in the Assignment Agreement (as defined below).

## **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 application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the assignment agreement made as of October 3, 2018 between the Receiver and PGI (the “**Assignment Agreement**”) is hereby approved, and the execution of the Assignment Agreement by the Receiver is hereby authorized and approved, and that the Receiver be and is hereby authorized to do all things necessary to carry out the terms of the Assignment Agreement.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Assignee substantially in the form attached as Schedule “A” hereto (the “**Receiver’s Certificate**”), all of the Applicant’s right, title and interest in and to the Safety Seal Claims shall vest absolutely in the Assignee, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or

filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Dunphy dated August 7, 2018; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal or movable property registry system in any provinces or territories in Canada, including, without limitation, under the Civil Code of Quebec (all of which are collectively referred to as the “**Encumbrances**”), which term shall not include the obligations of the parties under the Assignment Agreement. This Court orders that all of the Encumbrances affecting or relating to the Safety Seal Claims are hereby expunged and discharged as against the Safety Seal Claims.

4. **THIS COURT ORDERS** that, notwithstanding:

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

the vesting of the Safety Seal Claims in the Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

5. **THIS COURT ORDERS** that the Assignment is on a without recourse basis, and that neither the Receiver nor HSBC shall be liable for any costs or otherwise in connection with the pursuit of any claims or causes of action, whether through litigation proceedings or otherwise in any way relating to the Safety Seal Claims.

6. **THIS COURT FURTHER ORDERS** that the Assignee is required to advise any party to any litigation proceeding, and any Court in any litigation proceeding relating to the Safety Seal Claims of the existence of and terms of this Order.

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Debtor and the Receiver and their respective 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 Debtor and the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Debtor and the Receiver and their respective agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

OCT 16 2018

PER / PAR:



**Schedule “A” - Form of Receiver’s Certificate**

Court File No. CV-18-00602325-00CL

**HSBC BANK CANADA**

Applicant

- and -

**SAFETY SEAL PLASTICS INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**RECEIVER’S CERTIFICATE  
(Safety Seal Claims)**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Dunphy of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated August 7, 2018, Deloitte Restructuring Inc. was appointed as the receiver of property of Safety Seal Plastics Inc (the “Debtor”) as more particularly set out in such Order (the “Receiver”).

B. Pursuant to an Order of the Court made as of October ■, 2018, the Court approved the Assignment Agreement made as of October 3, 2018 (the “Assignment Agreement”) assigning the Debtor’s right, title and interest, if any in and to the Safety Seal Claims as defined in the Assignment Agreement between the Receiver and Packaging Growth Investors, LLC. (the “Assignee”) and provided for the vesting in the Assignee of the Debtor’s right, title and interest in and to the Safety Seal Claims, which vesting is to be effective with respect to such claims upon the delivery by the Receiver to the Assignee of a certificate confirming that the condition set out in paragraph 5 of the Assignment Agreement have been satisfied.

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

THE RECEIVER CERTIFIES the following:

1. The condition to completion of the Assignment as set out in paragraph 5 of the Assignment Agreement has been satisfied; and
2. The Assignment has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

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HSBC BANK CANADA

and

SAFETY SEAL PLASTICS INC.

Court File No.: CV-18-00602325-00CL

Applicant

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER  
(Assignment of Certain Claims)**

**GOLDMAN SLOAN NASH & HABER LLP**  
 480 University Avenue, Suite 1600  
 Toronto, Ontario M5G 1V2  
 Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
 Tel: 416.597.6477  
 Email: [forte@gsnh.com](mailto:forte@gsnh.com)

Lawyers for the Receiver, Deloitte Restructuring Inc.

# APPENDIX ‘E’

Court File No. CV-18-00602325-00CL

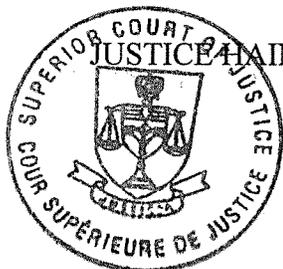
**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE MR.

)  
)  
)

TUESDAY, THE 16<sup>th</sup>

DAY OF OCTOBER, 2018



JUSTICE HAINES

**HSBC BANK CANADA**

Applicant

- and -

**SAFETY SEAL PLASTICS INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**ORDER  
(Approval of Receiver Fees and Other Relief)**

**THIS MOTION** made by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties used in connection (collectively, the “**Property**”) of Safety Seal Plastics Inc. (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Receiver's Motion Record in respect of this motion, including the notice of motion and the second report of the Receiver dated October 12, 2018 (the “**Second Report**”).

AND UPON hearing the submissions of counsel for the Receiver, Packaging Growth Investors, LLC (“PGI”), HSBC Bank Canada, and such other counsel listed on the Counsel Slip, no one else appearing for any other person on the service list, although duly served as appears from the affidavit of service of Katie Parent sworn October 12, 2018; filed;

**NOTICE AND SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Motion Record in respect of this motion and the Second Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

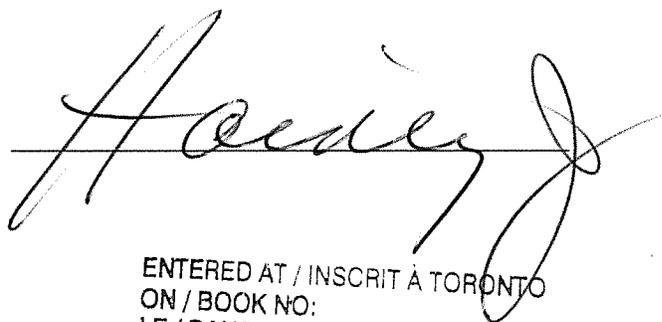
**RECEIVER’S ACTIVITES AND PROFESSIONAL FEES**

2. **THIS COURT ORDERS** that the activities of the Receiver to September 7, 2018 as outlined in the Second Report and the Receiver’s Statement of Receipts and Disbursements for the period August 7, 2018 to October 11, 2018 are hereby approved.

3. **THIS COURT ORDERS** that the professional fees and disbursements of the Receiver in the amount of \$107,648.17 are hereby approved.

4. **THIS COURT ORDERS** that the professional fees and disbursements of the Goldman Sloan Nash & Haber LLP, as independent counsel of the Receiver, in the amount of \$25,680.04 are hereby approved.

5. **THIS COURT ORDERS** that the Receiver is authorized to pay all such fees and disbursements from the available funds.



ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

OCT 16 2018

PER / PAR: 

**HSBC BANK CANADA**

Applicant

**SAFETY SEAL PLASTICS INC.**

Respondent

Court File No.: CV-18-00602325-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

Proceeding commenced at Toronto

**ORDER  
(Approval of Receiver Fees and Other Relief)**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

Lawyers for the Receiver, Deloitte Restructuring Inc.

# APPENDIX ‘F’

## APPENDIX "F"

**In the Matter of the Receivership of Safety Seal Plastics Inc.  
Receiver's Statement of Receipts and Disbursements  
For the period from August 7, 2018 to August 17, 2021**

(Amounts include Cdn \$)

	<b>Aug 7 to Oct 11, 2018</b>	<b>Oct 12, 2018 to Aug 17, 2021</b>	<b>Total</b>
<b>Receipts</b>			
Cash on hand	653.22	-	653.22
Proceeds from Sale of assets enbloc	2,881,120.81	-	2,881,120.81
Proceeds from litigation settlement	-	79,508.00	79,508.00
HST Refund	-	36,177.63	36,177.63
Miscellaneous Other Receipts	-	16,000.00	16,000.00
Bank interest	774.32	12,691.55	13,465.87
<b>Total receipts</b>	<b>2,882,548.35</b>	<b>144,377.18</b>	<b>3,026,925.53</b>
<b>Disbursements</b>			
Distribution to secured creditor - RBC	485,000.00	-	485,000.00
Distribution to secured creditor - HSBC	-	2,180,000.00	2,180,000.00
Receiver's fees	51,988.36	67,431.84	119,420.20
Legal fees	61,152.40	43,559.56	104,711.96
GST/HST paid	14,693.22	14,385.21	29,078.43
HST Deemed Trust Claim	-	4,531.99	4,531.99
Filing fees paid to Official Receiver	70.00	-	70.00
Bank charges	17.00	68.00	85.00
<b>Total Disbursements</b>	<b>612,920.98</b>	<b>2,309,976.60</b>	<b>2,922,897.58</b>
<b>Excess of Receipts and Disbursement</b>	<b>2,269,627.37</b>	<b>(2,165,599.42)</b>	<b>104,027.95</b>

# APPENDIX “G”

Court File No.: CV-18-00602325-00CL

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**HSBC BANK CANADA**

Applicant

- and -

**SAFETY SEAL PLASTICS INC.**

Respondent

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**AFFIDAVIT OF HARTLEY M. BRICKS  
(Sworn September 28, 2021)**

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**I, Hartley M. Bricks** of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President of Deloitte Restructuring Inc., the court appointed receiver (the “**Receiver**”) of assets, undertakings and properties of Safety Seal Plastics Inc., (“**Safety Seal**”, the “**Debtor**” or the “**Company**”), acquired for, or used in relation to a business carried on by the Debtor (the “**Property**”). 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 each invoice in Exhibit “B”, the total billable hours charged per invoice, the total fees and disbursements charged per invoice and the average hourly rate charged per invoice.



**EXHIBIT "A"**

**REFERRED TO IN THE AFFIDAVIT OF HARTLEY BRICKS**  
*(Sworn September 28, 2021)*

A handwritten signature in black ink, consisting of a large, rounded initial 'M' followed by a series of connected, wavy lines representing the rest of the name.

Commissioner for Taking Affidavits (or as may be)

MARIO FORLÈ

## Exhibit "A"

## Summary of Invoices Issued by the Receiver of Safety Seal Plastics Inc.

<u>Invoice Date</u>	<u>Invoice Period</u>	<u>Fees</u>	<u>Disb.</u>	<u>HST</u>	<u>Total</u>	<u>Avg. Hourly Rate</u>
01-Mar-19	08-Sep-18 to 21-Jan-19	\$ 14,760.00	\$ 190.34	\$ 1,943.54	\$ 16,893.88	\$ 499
28-Jul-21	22-Oct-19 to 28-Jul-21	9,136.00	70.00	1,196.78	10,402.78	\$ 486
		<u>\$ 23,896.00</u>	<u>\$ 260.34</u>	<u>\$ 3,140.32</u>	<u>\$ 27,296.66</u>	

**EXHIBIT "B"**

**REFERRED TO IN THE AFFIDAVIT OF HARTLEY BRICKS**  
*(Sworn September 28, 2021)*



*Commissioner for Taking Affidavits (or as may be)*

Mark Forb


**Invoice 8000442775**
**Deloitte Restructuring Inc.**

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

ATTN: Paul Casey, Senior Vice-President  
Deloitte Restructuring Inc.  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

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

Date: March 01, 2019  
Client No.: 1136634  
WBS#: HON00067  
Engagement Partner: Paul Casey  
HST Registration: 12289360SRT0001

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc., in its capacity as Court appointed receiver of Safety Seal Plastics Inc. (the "Company") for the period September 8, 2018 to January 31, 2019.

Please see the attached appendices for details.

**Expense**
**Sales Tax**

HST applicable	14,760.00
<b>Expense</b>	
HST applicable	190.34
<b>Sales Tax</b>	
HST at 13.00%	1,943.54
<b>Total Amount Due (CAD)</b>	<b>16,893.88</b>

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



## Appendix # 1

### Summary of Fees

Professional	Position	Rate	Hours	Amount
Casey, Paul	Partner	650	1.3	845.00
Bricks, Hartley	Director	550	21.4	11,770.00
Hristow, Catherine	Director	550	0.5	275.00
Greenbaum, Stacey	Senior	375	4.0	1,500.00
Koo, Ada	Analyst	225	0.7	157.50
Brown, Rose	Trust Administrator	125	1.7	212.50
Total hours and professional fees			29.6	14,760.00

Expenses	Amount
Travel	190.34
Total Expenses	190.34



## Appendix # 2

Date	Professional	Narrative	Hours
9/12/2018	Bricks, Hartley	Respond to inquiry from A. O'Coin re distribution amount and timing; correspondence to Chaitons re status of invoice.	0.5
9/14/2018	Bricks, Hartley	Discussion with J. Sabourin regarding International worker inquiry; correspondence with S. Greenbaum re tax returns and HST refunds.	1.4
9/17/2018	Bricks, Hartley	Review and complete CRA waiver form; review of correspondence from M. Forte re assignment of Bedrosian claims; discussion with S. Greenbaum re status of various issues.	2.5
9/18/2018	Bricks, Hartley	Review of Chaiton's invoice and forward to HSBC and TGF with comments.	0.2
9/20/2018	Brown, Rose	Trust banking administration: disbursement cheque.	0.2
9/25/2018	Bricks, Hartley	Review and respond to correspondence re transfer of litigation.	0.2
9/26/2018	Greenbaum, Stacey	Communications with suppliers & former employees (WEPPA), Service Canada request.	1.0
9/27/2018	Bricks, Hartley	Review of various correspondence re Assignment Agreement and provide comments on same.	1.0
10/1/2018	Bricks, Hartley	Review of correspondence forward from S. Greenbaum re employee matters and CRA inquiries and discussion same.	0.5
10/1/2018	Brown, Rose	Trust banking administration: prepare disbursement cheque.	0.3
10/2/2018	Bricks, Hartley	Various discussion and correspondence re employee claims; review of correspondence re freight forwarder claims.	0.5
10/3/2018	Bricks, Hartley	Discussion with M. Forte and S. Greenbaum re employee matters; review and discussion with S. Greenbaum re correspondence to Province.	1.0
10/3/2018	Greenbaum, Stacey	Discussion with Masroor and Ministry of Labour re directors claim, call with M. Forte re above.	2.0
10/5/2018	Bricks, Hartley	Review of files re De Lage Landen leased lift truck and forward to S. Greenbaum.	0.4
10/10/2018	Bricks, Hartley	Draft Second Report to Court re Assignment Agreement.	3.5
10/11/2018	Bricks, Hartley	Revise court report; prepare fee affidavit; review approval and vesting order and forward comments to M. Forte; review of activity and fee approval order and forward comments to M. Forte.	3.3
10/11/2018	Casey, Paul	Review Receivership Report and emails H. Bricks.	1.0
10/11/2018	Hristow, Catherine	QA Second Report to the Court.	0.5
10/12/2018	Bricks, Hartley	Finalize second report and forward to M. Forte for service; discussion with P. Naumis of BDO, receiver of BDC assets, re status of receivership.	2.0

<b>Date</b>	<b>Professional</b>	<b>Narrative</b>	<b>Hours</b>
10/12/2018	Casey, Paul	Finalize Court Report and web posting.	0.3
10/15/2018	Bricks, Hartley	Review various correspondence re CRA review and director liability matters.	0.2
10/15/2018	Brown, Rose	Trust banking administration: disbursement cheque.	0.2
10/15/2018	Koo, Ada	August bank reconciliation.	0.2
10/16/2018	Bricks, Hartley	Review of issued order and correspondence with M. Forte re fee payment and certificate; discussion with S. Greenbaum re outstanding matters.	1.4
10/16/2018	Greenbaum, Stacey	Call with M. Forte, email communication with vendors, call with CRA.	1.0
10/17/2018	Bricks, Hartley	Confirm receipt of wire payment and prepare Receiver's Certificate pursuant to Approval and Vesting Order.	0.9
10/17/2018	Brown, Rose	Website update, trust banking administration: disbursement cheques.	0.8
10/19/2018	Bricks, Hartley	Prepare correspondence to insurer re transfer of life insurance policy.	0.5
10/25/2018	Koo, Ada	Prepare September bank reconciliation.	0.2
11/20/2018	Bricks, Hartley	Review and respond to corresp from A. O'Coin re status of receivership and outstanding matters.	0.8
11/27/2018	Bricks, Hartley	Correspondence concerning HST refunds and discussion with S. Greenbaum re same.	0.2
11/27/2018	Brown, Rose	Check with RBC for incoming wire.	0.1
11/28/2018	Brown, Rose	Trust banking administration: confirm incoming wire received.	0.1
12/4/2018	Koo, Ada	Bank reconciliation for the month of October.	0.2
12/5/2018	Bricks, Hartley	Respond to P. Casey re status; discussion with S. Greenbaum re HST returns.	0.2
12/19/2018	Bricks, Hartley	Discussion with S Greenbaum re supporting documents for HST return.	0.2
1/9/2019	Koo, Ada	November bank reconcilaiton.	0.1
Total			29.6


**Invoice 8001980213**
**Deloitte LLP**

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

Tel: (416) 601-6150

Fax: (416) 601-6151

www.deloitte.ca

 ATTN: Hartley Bricks, Senior Vice President  
 Deloitte Restructuring Inc.  
 8 Adelaide St. West, Suite 200  
 Toronto ON M5H 0A9  
 Canada

Date: July 29, 2021

Client No.: 1136634

WBS#: HON00067

Engagement Partner: Jordan Sleeth

HST Registration : 133245290RT0001

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc., in its capacity as Court appointed receiver of Safety Seal Plastics Inc. (the "Company") for the period to July 31, 2021.

Please see the attached appendices for details.

**Expense**

Out-of-pocket Expenses

**Sales Tax**

HST applicable 9,136.00

HST applicable 70.00

 HST at 13.00 % 1,196.78
**Total Amount Due (CAD) 10,402.78**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**  
**Summary of Fees**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Bricks, Hartley	Director	9.7	580.00	5,626.00
Greenbaum, Stacey	Senior Manager	6.5	480.00	3,120.00
Brown, Rose	Trust Administrator	2.6	150.00	390.00
<b>Total Professional Hours and Fees</b>		<b>18.8</b>		<b>9,136.00</b>
Out-of-pocket Expenses				70.00
<b>Total Fees and Expenses</b>				<b>9,206.00</b>



## Appendix #2

### Work performed to July 31, 2021

Date	Name	Narrative	Hours
22-10-19	Brown, Rose	Scan and file and save on Q Drive - Receipts and disbursements back up for 2018 and 2019.	0.5
08-04-20	Brown, Rose	Update R&D and send to SB.	0.5
08-04-20	Bricks, Hartley	Review of files and prepare third report to court for discharge; disc. with S. Greenbaum re preparation of final R&D;	5.5
15-04-20	Bricks, Hartley	Review of R&D and update report	0.5
15-10-20	Greenbaum, Stacey	Third court report	1.5
19-10-20	Bricks, Hartley	Review and provide comments on third report	0.5
19-10-20	Greenbaum, Stacey	Third Receiver report; S.246 reports	2.0
20-10-20	Bricks, Hartley	Review of files re emails relating to reimbursement to Labelink of unused legal retainer	0.2
23-10-20	Brown, Rose	Trust Banking Administration - Prepare wire and request for signature.	0.3
28-10-20	Brown, Rose	Trust Banking Administration - Prepare wire, have signed and send to RBC, input wire into Ascend. Send email to SG to confirm payee received wire.	0.5
23-11-20	Greenbaum, Stacey	Update S. 246 reports	1.0
30-11-20	Greenbaum, Stacey	Finalize S.246 reports	1.5
01-12-20	Brown, Rose	Revise 246 notice with OSB form number, Fax to OSB and confirm receipt. Discuss formatting with SG.	0.8
08-12-20	Greenbaum, Stacey	Third report of receiver	0.5
28-07-21	Bricks, Hartley	Review, revise and finalize 3rd report	3.0
<b>Total</b>			<b>18.8</b>

**HSBC BANK CANADA**  
Applicant

and **SAFETY SEAL PLASTICS INC.**  
Respondent

Court File No.: CV-18-00602325-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

**AFFIDAVIT OF HARTLEY M. BRICKS**  
(Sworn September 28, 2021)

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**Mario Forte (LSO #27293F)**  
Tel: 416-597-6477  
Email: forte@gsnh.com

Lawyers for the Receiver

# APPENDIX ‘H’

Court File No.: CV-18-00602325-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

IN THE MATTER OF s. 243(1) of the *Bankruptcy and Insolvency Act*  
and s. 101 of the *Courts of Justice Act*

**B E T W E E N:**

**HSBC BANK CANADA**

Applicant

-and-

**SAFETY SEAL PLASTICS INC.**

Respondent

**AFFIDAVIT OF MARIO J. FORTE**  
(Sworn September 29, 2021)

I, Mario J. Forte, of the City of Toronto, hereby MAKE OATH AND SAY:

1. I am a barrister and solicitor qualified to practice in the Province of Ontario and am counsel to the law firm of Goldman Sloan Nash & Haber LLP (“**GSNH**”) and therefore have knowledge of the matters in this affidavit. Where this affidavit is based on information and belief, I have stated the source of that information and believe it to be true.
2. GSNH are lawyers of record for Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as Court appointed Receiver (the “**Receiver**”) of Safety Seal Plastics Inc. (“**SSPI**”).
3. Attached as **Exhibit “A”** to this affidavit are copies of the invoices rendered by GSNH to Deloitte in its capacity as Receiver for fees and disbursements incurred by GSNH in the course of the proceedings between October 3, 2018 and October 16, 2018 (the “**Period**”). The total fees charged by GSNH during the Period were \$6,075.50, plus total disbursements of \$535.01 plus total Harmonized Sales Tax (HST) in the amount of \$838.57 for a total of \$7,449.08.
4. Attached as **Exhibit “B”** is a summary of invoice 170500 rendered by GSNH to Deloitte for fees and disbursements incurred by GSNH in the course of the proceedings during the Period.

5 It is anticipated that the GSNH will incur and estimated further \$2,500.00 in professional fees and expenses associated with obtaining the Receiver's discharge as contemplated in Receiver's motion before this Court.

6. To the best of my knowledge the rates charged by GSNH throughout the course of this proceeding are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

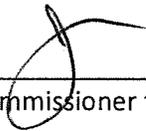
SWORN before me at the City of Toronto,  
in the Province of Ontario  
this 29<sup>th</sup> day of September, 2021 )

\_\_\_\_\_  
A Commissioner for taking oaths, etc.

)   
)

)  
) MARIO J. FORTE  
)

*This is **Exhibit "A"** referred to  
in the Affidavit of Mario Forte  
sworn before me this 29th day of September, 2021*



---

A Commissioner for taking oaths, etc.



Suite 1600  
480 University Avenue  
Toronto, Ontario  
M5G1V2

Telephone: (416) 597-9922  
Facsimile: (416) 597-3370

**Deloitte Restructuring Inc.**  
**Bay Adelaide Centre**  
**22 Adelaide St. West, Suite 200**  
**Toronto, ON M5H 0A9**  
**Canada**

Billing Lawyer Mario Forte  
Invoice No. 170500  
HST # 12233 6290 RT0001  
Invoice Date October 17, 2018

**Attention: Paul Casey**

**Client ID: 010004 Matter ID: 0007**

**RE: Receivership of Safety Seal Plastics Inc.**

**FOR PROFESSIONAL SERVICES RENDERED for the period October 3, 2018 to October 16, 2018**

Date	Professional	Narrative	Hours	Rate	Amount
10/03/18	KP	Correspondence with Commercial List regarding availability; preparing request form for 9:30 attendance on October 16; submitting same to Court; correspondence with M. Forte regarding same; drafting approval and vesting order shell for upcoming attendance;	0.60	250.00	150.00
10/09/18	MJF	Reviewing assignment of claim material and background materials; preparing draft report for review;	1.90	585.00	1,111.50
10/10/18	KP	Reviewing draft second report as requested by M. Forte; drafting Notice of Motion and draft approval and vesting order; circulating same to M. Forte for review; revising same;	1.30	250.00	325.00
10/11/18	KP	Preparing fee affidavit and draft order approving fees and activities; correspondence with M. Forte regarding same; revising same; circulating drafts to H. Bricks and P. Casey for comment; reviewing and revising draft report; discussion with M. Forte regarding same; forwarding revisions to H. Bricks; revising and updating Notice of Motion and preparing Motion Record;	5.00	250.00	1,250.00



**ACCOUNTS ARE DUE WHEN RENDERED**

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Date	Professional	Narrative	Hours	Rate	Amount
10/11/18	MJF	Discussions with K. Parent re: draft materials and revisions to same;	0.90	585.00	526.50
10/12/18	KP	Correspondence with H. Bricks regarding finalized report; finalizing and preparing Motion Record for service; preparing copies for service by courier; email to service list serving Motion Record; preparing and swearing affidavit of service; attending at Commercial List to file same; reporting to M. Forte;	4.50	250.00	1,125.00
10/12/18	MJF	Reviewing and finalizing report and related materials;	0.40	585.00	234.00
10/15/18	KP	Email to Commercial regarding assigned Judge for October 16 hearing; finalizing Orders for same; reporting to M. Forte;	0.30	250.00	75.00
10/16/18	KP	Email to service list attaching issued and entered orders; attending to filing matters;	0.20	250.00	50.00
10/16/18	MJF	Preparation and attendance at court to deal with assignment of claim and various follow up questions.	2.10	585.00	1,228.50
<b>Sub-Total Fees:</b>					6,075.50
<b>HST on Fees:</b>					789.82

**SUMMARY OF PROFESSIONAL SERVICES**

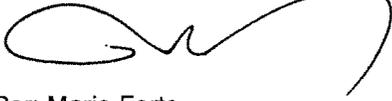
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Katie Parent	11.90	250.00	2,975.00
Mario Forte	5.30	585.00	3,100.50
	<u>17.20</u>		<u>6,075.50</u>

**DISBURSEMENTS**

10/10/2018	Laser Copies	274.25
	Courier	100.76
	PAYEE: Minister of Finance; - Filing a Motion Record *	160.00
<b>Sub-Total Disbursements:</b>		535.01
Disbursements marked with * indicate exempt		
<b>HST on Disbursements:</b>		48.75
<b>TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$838.57 HST):</b>		<b>\$ 7,449.08</b>

**THIS IS OUR ACCOUNT HEREIN**

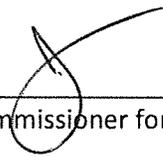
**GOLDMAN SLOAN NASH & HABER LLP**



Per: Mario Forte

E. & O. E.

*This is **Exhibit "B"** referred to  
in the Affidavit of Mario Forte  
sworn before me this 29<sup>th</sup> day of September, 2021*

  
\_\_\_\_\_  
A Commissioner for taking oaths, etc.

**Calculation of Average Hourly Billing Rates of  
Goldman Sloan Nash & Haber LLP  
for the period October 3, 2018 to October 16, 2018**

<b>Invoice No</b>	<b>Fees</b>	<b>Disbursements</b>	<b>HST</b>	<b>Hours</b>	<b>Average Rate</b>	<b>Total</b>
170500 (3 Oct 18 to 16 Oct 18)	\$6,075.50	\$535.01	\$838.57	17.20	\$417.50	\$7,449.08
<b>Total</b>	<b>\$6,075.50</b>	<b>\$535.01</b>	<b>\$838.57</b>	<b>17.20</b>		<b>\$7,449.08</b>

**HSBC BANK CANADA**  
Applicant

**SAFETY SEAL PLASTICS INC.**  
Respondent

Court File No.: CV-18-00602325-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

**AFFIDAVIT OF MARIO J. FORTE**  
**(Sworn September 29, 2021)**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**Mario Forte (LSO #27293F)**  
Tel: 416-597-6477  
Email: forte@gsnh.com

Lawyers for the Receiver

# TAB 3

Court File No.: CV-18-00602325-00CL

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

THE HONOURABLE MR. ) FRIDAY , THE 15<sup>th</sup>  
 )  
JUSTICE KOEHNEN ) DAY OF OCTOBER, 2021

**B E T W E E N:**

**HSBC BANK CANADA**

Applicant

-and-

**SAFETY SEAL PLASTICS INC.**

Respondent

**DISCHARGE ORDER**

**THIS MOTION** by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the Court appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Safety Seal Plastics Inc. (the “**Debtor**”), for the orders herein was heard this day at 330 University Avenue, Toronto.

**ON READING** the Third Report of the Receiver dated October 1, 2021 (the “**Third Report**”), the fee affidavits (together, the “**Fee Affidavits**”) of Mr. Hartley Bricks for Deloitte and Mr. Mario Forte for the Receiver’s lawyers, Goldman Sloan Nash & Haber LLP (“**GSNH**”), and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the affidavit of service of Devka Sakhrani, sworn October 1, 2021, filed:

1. **THIS COURT ORDERS** that the time and methods for service and filing of the notice of motion, the motion record and the Third Report are hereby [abridged and validated] so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Third Report, are hereby approved.

3. **THIS COURT ORDERS** that the fees, costs and expenses of the Receiver and GSNH, as set out in the Third Report and the Fee Affidavits, are hereby approved, and that the Receiver is hereby authorized to pay the same from the available funds.

4. **THIS COURT ORDERS** that upon completion of the Remaining Duties, as defined in the Third Report, and upon payment of its and its counsel's fees, costs and expenses incurred to complete the administration of the receivership as contemplated in respect of which no further approval shall be required, and effective upon the Receiver filing a certificate of completion substantially in the form of **Schedule "A"** hereto certifying that it has completed administration of the receivership, Deloitte shall be discharged as Receiver of the undertaking, property and assets of the Respondent, provided however that pending the filing of such certificate (a) Deloitte shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Receiver.

5. **THIS COURT ORDERS AND DECLARES** that Deloitte is hereby released and discharged from any and all liability that Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

---

**SCHEDULE "A"**

**CERTIFICATE OF COMPLETION**

*(See attached)*

Court File No.: CV-18-00602325-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

**HSBC BANK CANADA**

Applicant

-and-

**SAFETY SEAL PLASTICS INC.**

Respondent

**RECEIVER'S CERTIFICATE OF COMPLETION**

1. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated August 7, 2018, Deloitte Restructuring Inc. (“**Deloitte**”) was appointed Receiver (the “**Receiver**”), without security, of all of the assets, undertakings and property of Safety Seal Plastics Inc.. (the “**Debtor**”).

2. Pursuant to an Order of the Court dated October 15, 2021 (the “**Discharge Order**”), Deloitte was discharged as Receiver of the Debtor, with such discharge to be effective upon the filing by the Receiver of a Certificate with this Court certifying that all matters to be attended to in connection with the receivership as set out in the Third Report of the Receiver dated October 1, 2021 (the “**Third Report**”) have been completed to the satisfaction of the Receiver.

**THE RECEIVER HEREBY CERTIFIES** that all matters to be attended to in connection with the receivership as set out in the Third Report have been completed to the satisfaction of the Receiver.

**DATED** at Toronto, this \_\_\_ day of \_\_\_\_\_ 2021.

**DELOITTE RESTRUCTURING INC.**, solely in its capacity as the Court-appointed Receiver of the undertakings, property and assets of Safety Seal Plastics Inc., with no personal or corporate liability

Per:

---

**HSBC BANK CANADA**  
Applicant

and **SAFETY SEAL PLASTICS INC.**  
Respondent

Court File No.: CV-18-00602325-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

**NOTICE OF MOTION**  
**(DISCHARGE)**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**Mario Forte (LSO #27293F)**  
Tel: 416-597-6477  
Email: forte@gsnh.com

Lawyers for the Receiver

# **TAB 4**

**SERVICE LIST**  
(as at 29 September 2021)

<p><b>CHAITONS LLP</b> 5000 Yonge Street, 10th Floor Toronto, Ontario M2N 7E9</p> <p><b>Harvey Chaiton</b> Tel: (416) 218-1129 Fax: (416) 218-1849 Email: harvey@chaitons.com</p> <p><b>Seth Mandell</b> Tel: (416) 218-1127 Fax: (416) 218-1857 Email: seth@chaitons.com</p> <p><b>Lawyers for Safety Seal Products Inc.</b></p>	<p><b>THORNTON GROUT FINNIGAN LLP</b> Ste. 3200, 100 Wellington St. W. PO Box 329, Toronto-Dominion Centre Toronto, ON M5K 1K7</p> <p><b>D.J. Miller</b> Tel: (416) 304-0559 Email: djmiller@tgf.ca</p> <p><b>Puya Fesharaki</b> Tel: (416) 304-7979 Email: PFesharaki@tgf.ca</p> <p>Fax: (416) 304-1313</p> <p><b>Lawyers for HSBC Bank Canada</b></p>
<p><b>GOLDMAN SLOAN NASH AND HABER LLP</b> 480 University Ave Suite 1600 Toronto, ON M5G 1V2</p> <p><b>Mario Forte</b> Tel: (416) 597-6477 Fax: (416) 597-3370 Email: forte@gsnh.com</p> <p><b>Lawyers for Deloitte Restructuring Inc., Court-appointed Receiver</b></p>	<p><b>DELOITTE RESTRUCTURING INC.</b> Bay Adelaide East 8 Adelaide Street West, Suite 200 Toronto, ON M5H 0A9</p> <p><b>Hartley Bricks</b> Tel: (416) 775-7326 Fax: (416) 601-6690 Email: hbricks@deloitte.ca</p> <p>Stacey Greenbaum Tel: (416) 775-7326 Email: sgreenbaum@deloitte.ca</p> <p><b>Court-appointed Receiver</b></p>
<p><b>AIRD &amp; BERLIS LLP</b> 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p><b>Sanj Mitra</b> Tel: (416) 865-3085 Fax: (416) 863-1515 Email: smitra@airdberlis.com</p> <p><b>Lawyers for Royal Bank of Canada</b></p>	<p><b>HARRISON PENZA LLP</b> 450 Talbot St. London, Ontario N6A 5J6</p> <p><b>Tom Robson</b> Tel: (519) 661-6766 Email: trobson@harrisonpenza.com</p> <p><b>Lawyers for Business Development Bank of Canada</b></p>

<p><b>DEPARTMENT OF JUSTICE CANADA</b> Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p><b>Diane Winters</b> Tel: (416) 973-3172 Fax: (416) 973-0810 Email: Diane.Winters@justice.gc.ca</p> <p><b>Lawyers for Canada Revenue Agency</b></p>	<p><b>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE</b> Legal Services Branch 33 King Street West, 6th Floor Oshawa, Ontario, L1H 8H5</p> <p><b>Steven Groeneveld, Counsel</b> Tel: 905-431-8380 Email: steven.groeneveld@ontario.ca</p> <p><b>Leslie Crawford, Law Clerk</b> Cell: 365-688-7756 Email: Leslie.crawford@ontario.ca</p> <p><b>Lawyers for Her Majesty the Queen in Right of the Province of Ontario as Represented by the Minister of Finance</b></p>
<p><b>LABELINK</b> c/o Stéphen Bouchard, President Email: stephen@labelink.ca</p>	<p><b>MORENCY SOCIÉTÉ D'AVOCATS, S.E.N.C</b> 25th Floor, 500 Pl. D'Armes Montréal, QC H2Y 2W2</p> <p><b>Antoine Tremblay</b> Tel: (514) 845-3533 Fax: (514) 845-9522 Email: atremblay@morencyavocats.com</p> <p><b>Lawyers for Labelink</b></p>
<p><b>HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY</b> c/o Hewlett Packard Financial Services Company 200 Connell Drive, Suite 5000 Berkeley Heights, NJ 07922</p> <p><b>Denise Gill, Customer Delivery Manager</b> Tel: (908) 898-4741 Email: denise.gill@hpe.com</p>	<p><b>PACKAGING GROWTH INVESTORS, LLC</b> c/o <b>Frank V. Tannura</b> Email: ftannura@gmail.com</p>

<p><b>CONTACT BROWN BEATTIE O'DONOVAN LLP</b> 380 Wellington Street, 16th Floor London, ON, N6A 5B5</p> <p><b>Max Prince</b> Email: mprince@bbo.on.ca</p> <p><b>Lawyers for Autumn Graphics Ltd.</b></p>	<p><b>HOLO-SOURCE CORPORATION</b> 12280 Hubbard Street Livonia, MI 48150 USA</p> <p><b>Robert H. Levy</b> Email: rob@holo-source.com</p>
<p><b>MENISCUS GROUP LIMITED</b> 11226 Amos Drive Campbellville, ON L0P 1B0</p> <p><b>Bill Roberts</b> Email: bill@mglca.ca</p>	<p><b>STIKEMAN ELLIOTT LLP</b> Barristers &amp; Solicitors 5300 Commerce Court West 199 Bay Street Toronto, Canada M5L 1B9</p> <p><b>Maria Konyukhova</b> Email: mkonyukhova@stikeman.com</p> <p><b>Lawyers for Klöckner Pentaplast of America, Inc.</b></p>
<p><b>2478616 ONTARIO INC.</b> c/o 56 Kirby Court Guelph, ON N1G 5E1</p> <p><b>Mario Cotroneo</b> Email: mario@mar-cot.ca</p>	

**EMAIL SERVICE LIST**

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[forte@gsnh.com](mailto:forte@gsnh.com); [hbricks@deloitte.ca](mailto:hbricks@deloitte.ca); [sgreenbaum@deloitte.ca](mailto:sgreenbaum@deloitte.ca); [smitra@airdberlis.com](mailto:smitra@airdberlis.com);  
[trobson@harrisonpensa.com](mailto:trobson@harrisonpensa.com); [Diane.Winters@justice.gc.ca](mailto:Diane.Winters@justice.gc.ca); [steven.groeneveld@ontario.ca](mailto:steven.groeneveld@ontario.ca);  
[Leslie.crawford@ontario.ca](mailto:Leslie.crawford@ontario.ca); [stephen@labelink.ca](mailto:stephen@labelink.ca); [atremblay@morencyavocats.com](mailto:atremblay@morencyavocats.com);  
[denise.gill@hpe.com](mailto:denise.gill@hpe.com); [ftannura@gmail.com](mailto:ftannura@gmail.com); [mprince@bbo.on.ca](mailto:mprince@bbo.on.ca); [rob@holo-source.com](mailto:rob@holo-source.com);  
[bill@mglca.ca](mailto:bill@mglca.ca); [mkonyukhova@stikeman.com](mailto:mkonyukhova@stikeman.com); [mario@mar-cot.ca](mailto:mario@mar-cot.ca);

**COURIER SERVICE LIST**

<p><b>HOLDER LAW FIRM</b> Barrister &amp; Solicitor 16 Sims Crescent, Unit 15, Richmond Hill, ON L4B 2P1</p> <p><b>Charles B. Holder</b></p> <p><b>Lawyers for ASL Print FX Ltd.</b></p>	<p><b>FORD CREDIT CANADA LIMITED</b> PO Box 2400 Edmonton, AB T5J 5C7</p> <p><b>FORD CREDIT CANADA LIMITED</b> 17187 114 Ave NW Edmonton, Alberta T5S 2N5</p>
<p><b>STUART BUDD &amp; SONS LTD.</b> 2454 South Service Road West Oakville, ON L6L 5M9</p>	<p><b>DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.</b> 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4</p>
<p><b>VW CREDIT CANADA INC.</b> 4865 Marc-Blain Street, Suite 300 St. Laurent, QC H4R 3B2</p>	

**HSBC BANK CANADA**  
Applicant

and **SAFETY SEAL PLASTICS INC.**  
Respondent

Court File No.: CV-18-00602325-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

**NOTICE OF MOTION**  
**(DISCHARGE)**

**GOLDMAN SLOAN NASH & HABER LLP**  
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