

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

**NOTICE OF FILING OF BANKRUPTCY PETITIONS
AND RELATED PLEADINGS; NOTICE**

1. PETITION PACKAGE
 - (a) Antamex Industries ULC (Case No. 24-10934 (JKS))
2. Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code, filed on May 1, 2024 [Docket No. 4].
3. Declaration of Linc Rogers in Support of Verified Petition for (I) Recognition of Canadian Proceedings as Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code, filed on May 1, 2024 [Docket No. 6]

FIRST DAY PLEADINGS

4. Verified Petition of Foreign Representative for (I) Recognition of Canadian Proceeding as Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code, filed on May 1, 2024 [Docket No. 3].
5. Motion of Foreign Representative for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code, filed on May 1, 2024 [Docket No. 5].
6. Motion of Foreign Representative for Entry of an Order Authorizing Redaction of Certain Personal Identifying Information Within the Consolidated Verified List/ [Docket No. 7].
7. Motion of Foreign Representative for Entry of Order Scheduling Hearing and Specifying Form and Manner of Service of Notice Pursuant to Sections 105, 1514, and 1515 of the Bankruptcy Code and Bankruptcy Rules 2002 and 9007, filed on May 1, 2024 [Docket No. 9].

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

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 District of Delaware
 Case number (if known): _____ Chapter 15

Check if this is an amended filing

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding

12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write debtor's name and case number (if known).

1. Debtor's name ANTAMEX INDUSTRIES ULC

2. Debtor's unique identifier

For non-individual debtors:

Federal Employer Identification Number (EIN) _____ - _____

Other British Columbia. Describe identifier 1186401.

For individual debtors:

Social Security number: xxx - xx- _____

Individual Taxpayer Identification number (ITIN): 9 xx - xx - _____

Other _____ Describe identifier _____

3. Name of foreign representative(s) Deloitte Restructuring Inc.

4. Foreign proceeding in which appointment of the foreign representative(s) occurred Ontario Superior Court of Justice; Court File No. CV-24-00715153-00CL

5. Nature of the foreign proceeding

Check one:

- Foreign main proceeding
- Foreign nonmain proceeding
- Foreign main proceeding, or in the alternative foreign nonmain proceeding

6. Evidence of the foreign proceeding

- A certified copy, translated into English, of the decision commencing the foreign proceeding and appointing the foreign representative is attached.
- A certificate, translated into English, from the foreign court, affirming the existence of the foreign proceeding and of the appointment of the foreign representative, is attached.
- Other evidence of the existence of the foreign proceeding and of the appointment of the foreign representative is described below, and relevant documentation, translated into English, is attached.

7. Is this the only foreign proceeding with respect to the debtor known to the foreign representative(s)?

- No. (Attach a statement identifying each country in which a foreign proceeding by, regarding, or against the debtor is pending.)
- Yes

Debtor ANTAMEX INDUSTRIES ULC
Name

Case number (if known) _____

8. Others entitled to notice

Attach a list containing the names and addresses of:

- (i) all persons or bodies authorized to administer foreign proceedings of the debtor,
- (ii) all parties to litigation pending in the United States in which the debtor is a party at the time of filing of this petition, and
- (iii) all entities against whom provisional relief is being sought under § 1519 of the Bankruptcy Code.

9. Addresses

Country where the debtor has the center of its main interests:

Canada

Debtor's registered office:

210 Great Gulf Drive
Number Street

P.O. Box

Concord L4K 5W1 ON
City State/Province/Region ZIP/Postal Code

Canada
Country

Individual debtor's habitual residence:

Number Street

P.O. Box

City State/Province/Region ZIP/Postal Code

Country

Address of foreign representative(s):

8 Adelaide Street West, Suite 200
Number Street

P.O. Box

Toronto M5H 0A9 ON
City State/Province/Region ZIP/Postal Code

Canada
Country

10. Debtor's website (URL)

www.antamex.com

11. Type of debtor

Check one:

- Non-individual (check one):
 - Corporation. Attach a corporate ownership statement containing the information described in Fed. R. Bankr. P. 7007.1.
 - Partnership
 - Other. Specify: _____
- Individual

Debtor ANTAMEX INDUSTRIES ULC
Name

Case number (if known) _____

12. Why is venue proper in this district?

Check one:

- Debtor's principal place of business or principal assets in the United States are in this district.
- Debtor does not have a place of business or assets in the United States, but the following action or proceeding in a federal or state court is pending against the debtor in this district:

If neither box is checked, venue is consistent with the interests of justice and the convenience of the parties, having regard to the relief sought by the foreign representative, because:
Wholly owned subsidiary incorporated in this district

13. Signature of foreign representative(s)

I request relief in accordance with chapter 15 of title 11, United States Code.

I am the foreign representative of a debtor in a foreign proceeding, the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct,

x Richard Williams
Signature of foreign representative

Richard Williams
Printed name

Executed on 05/01/2024
MM / DD / YYYY

x _____
Signature of foreign representative

Printed name

Executed on _____
MM / DD / YYYY

14. Signature of attorney

x Mark L. Desgrosseilliers
Signature of Attorney for foreign representative

Date 05/01/2024
MM / DD / YYYY

Mark L. Desgrosseilliers
Printed name

Chipman Brown Cicero & Cole LLP
Firm name

Hercules Plaza, 1313 N. Market St., Suite 5400
Number Street

Wilmington
City

DE 19801
State ZIP Code

(302) 295-0192
Contact phone

desgross@ChipmanBrown.com
Email address

4083
Bar number

DE
State

Electronically issued / Délivré par voie électronique : 14-Mar-2024
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00715153-00CL



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 13TH
JUSTICE BLACK) DAY OF MARCH, 2024

BETWEEN :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

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

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

THIS APPLICATION made by the applicant, Export Development Canada (“EDC”), for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing Deloitte Restructuring Inc. (“Deloitte”) as receiver and manager (in such capacity, the “Receiver”) without security, of all of the assets, undertakings and properties of the respondent, Antamex Industries ULC (the “Debtor”), acquired for or used

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DATED AT TORONTO THIS 17 DAY OF April 20 24
FAIT A TORONTO LE JOUR DE

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GREFFIER

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

ON READING the affidavit of Adam Smith sworn February 21, 2024 and the Exhibits thereto (the “**Smith Affidavit**”), the affidavit of Connie Deng sworn February 26, 2024 and the Exhibits thereto, the report of counsel for EDC dated March 4, 2024 and the attachments thereto, the report of counsel for the Debtor and counsel for Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “**Sureties**”) dated March 4, 2024 and the attachments thereto, the affidavit of John Tangney sworn March 11, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for EDC, counsel for the proposed Receiver, counsel for Norwich 40 TGCI LLC (the “**Landlord**”), counsel for the Sureties, counsel for Suffolk Construction Company, Inc., and such other parties listed on the participant information form, no one else appearing although duly served as appears from the Lawyer’s Certificates of Service of Montana Licari dated February 22 and February 26, 2024, and on reading the consent of Deloitte to act as the Receiver, filed,

SERVICE

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

APPOINTMENT

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

RECEIVER’S POWERS

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

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

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

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

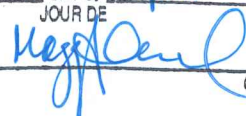
and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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REGISTRAR *Maggie* GREFFIER

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

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

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

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any ~~premises~~ ^{premises or leased premises at least}

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REGISTRAR *Margaret* GREFFIER

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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REGISTRAR *[Signature]* GREFFIER

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.

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17 DAY OF April 20 24
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EMPLOYEES

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

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

PIPEDA

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

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<p>REGISTRAR</p>	<p>GREFFIER</p>

LIMITATION ON ENVIRONMENTAL LIABILITIES


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

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER’S ACCOUNTS

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

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DATED AT TORONTO THIS 17 DAY OF April 20 24
FAIT À TORONTO LE 17 JOUR DE Avril 20 24
REGISTRAR  GREFFIER

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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17 April 20 24

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GREFFIER

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

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

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

SERVICE AND NOTICE

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

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

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DATED AT TORONTO THIS 17 DAY OF April 20 24
FAIT À TORONTO LE 17 JOUR DE April 20 24

REGISTRAR *[Signature]* GREFFIER

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

GENERAL

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

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

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

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

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

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

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DATED AT TORONTO THIS 17 DAY OF April 2024
 FAIT À TORONTO LE JOUR DE



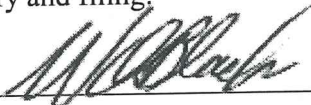
 REGISTRAR GREFFIER

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

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

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

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



Justice W.D. Black

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April

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GREFFIER

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. []

AMOUNT \$[]

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

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

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

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

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

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Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00715153-00CL

- 2 -

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

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

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

DATED the [●] day of [●], 2024.

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

Per: _____

Name:

Title:

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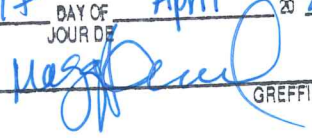
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Toronto Superior Court of Justice / Cour supérieure de justice

EXPORT DEVELOPMENT CANADA

Applicant

-and- **ANTAMEX INDUSTRIES ULC**

Court File No./N° du dossier du greffe : CV-24-00715153-00CL

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at
Toronto

ORDER
(Appointing Receiver)

FASKEN MARTINEAU DUMOULIN LLP

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

Stuart Brotman (LSO: 43430D)
sbrotman@fasken.com
Tel. 416 865 5419

Mitch Stephenson (LSO: 73064H)
mstephenson@fasken.com
Tel. 416 868 3502

Montana Licari (LSO: 85097G)
mlicari@fasken.com
Tel. 416 868 3450

Lawyers for the Applicant

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24- (xxx)

CORPORATE OWNERSHIP STATEMENT²

The following corporate ownership statement is made pursuant to Rules 1007(a)(4) and 7007.1 of the Federal Rules of Bankruptcy Procedure:

1. Antamex Industries ULC is a wholly owned subsidiary of Antamex Industries Inc., a corporation organized and existing under the laws of the State of Delaware.
2. There is no publicly held corporation that owns 10% or more of the stock of Antamex Industries ULC.

I declare under penalty of perjury under the laws of the United States of America that the information herein is true and correct to the best of my knowledge, information, and belief.

Executed on this 1st day of May, 2024
Ontario, Canada

Deloitte Restructuring, Inc., solely in its capacity as
court-appointed Foreign Representative and not in its
individual or corporate capacity

BY: Richard Williams
Richard Williams, Senior Vice President

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

² The information set forth herein is based on the Foreign Representative's review of the Debtor's books and records. The Foreign Representative reserves the right to modify or supplement any of the information provided, effective retroactive to the Petition Date.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24- (xxx)

**CONSOLIDATED VERIFIED LIST
PURSUANT TO FED. R. BANKR. P. 1007(a)(4), 1008, AND 2002(q)²**

Pursuant to Rules 1007(a)(4), 1008, and 2002(q), the attached schedules contemplate each of the following:

- (i) all persons or bodies authorized to administer foreign proceedings of the Debtor (Schedule A);
- (ii) all parties to litigation pending in the United States in which any Debtor is a party at the time of filing of the petition (Schedule B); and
- (iii) all entities against whom provisional relief is being sought under § 1519 of the Bankruptcy Code (Schedule C).

I declare under penalty of perjury under the laws of the United States of America that the information in the attached schedules is true and correct to the best of my knowledge, information, and belief.

Executed on this 1st day of May, 2024
Ontario, Canada

Deloitte Restructuring, Inc., solely in its capacity as
court-appointed Foreign Representative and not in its
individual or corporate capacity

BY: Richard Williams
Richard Williams, Senior Vice President

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

² The information set forth herein is based on the Foreign Representative's review of the Debtor's books and records. The Foreign Representative reserves the right to modify or supplement any of the information provided, effective retroactive to the Petition Date.

SCHEDULE A

All Persons or Bodies Authorized to Administer Foreign Proceedings of the Debtors

Deloitte Restructuring Inc.
(solely in its capacity as court appointed Foreign Representative of the Debtor, and not in its individual or corporate capacity)
8 Adelaide Street West, Suite 200
Toronto, Ontario M5H 0A9
Canada

SCHEDULE B

**All Parties to Litigation Pending in the United States
in which a Debtor is a Party at the Time of Filing of the Petition**

1. Commonwealth of Massachusetts Superior Court Civil Action No. 2384CV00666

Parties: Kingspan Insulated Panels; Antamex Industries ULC; Are-Ma Region No. 87 Owner Limited Partnership; Federal Insurance Company (As Amended); Fidelity and Deposit Company of Maryland (As Amended); Liberty Mutual Insurance Company (As Amended); Suffolk Construction Co., Inc. (As Amended).

2. Commonwealth of Massachusetts Superior Court Civil Action No. 2184CV01001

Parties: Antamex Industries ULC; Carpenter & Company Inc.; Federal and Deposit Company of Maryland; Federal Insurance Company; Liberty Mutual Insurance Company; Oldcastle Building Envelope, Inc.; One Dalton Owner, LLC; Suffolk Construction Company, Inc.

3. Suffolk County (Massachusetts) Superior Court Civil Action No. 2484CV00833

Parties: Antamex Industries ULC; Federal Insurance Company; Fidelity and Deposit Company of Maryland; Liberty Mutual Insurance Company; Suffolk Construction Company Inc.

SCHEDULE C

**All Entities Against Whom Provisional Relief Is
Being Sought Under § 1519 of the Bankruptcy Code**

See Attached

Notes	Category	Party	Attention	Address1	Address2	City	St/Prov	Zip Code	Country	Email
	RECEIVER	DELOITTE RESTRUCTURING INC.	Attn: Phil Reynolds, Richard Williams	8 Adelaide Street West, Suite 200		TORONTO	ON	M5H 0A9	Canada	philreynolds@delloitte.ca; richwilliams@delloitte.ca
	DEBTOR	ANTAMEX INDUSTRIES LLC	Attn: Ryan Spurgeon; Jeff Dicker; Jeremy Ozen	210 Great Gulf Drive		CONCORD	ON	L4K 5W1	Canada	rspurgeon@antamex.com; jdicker@antamex.com;
Csl to Receiver	Attorney	BLAKE, CASSELS & GRAYDON LLP	Attn: Linc Rogers, Caitlin McIntyre	199 Bay Street	Suite 4000, Commerce Court West	TORONTO	ON	M5L 1A9	Canada	linc.rogers@blakes.com; caitlin.mcintyre@blakes.com
Csl to Deutsche Leasing Canada, Corp.	Attorney	BLANEY McMURTRY LLP	Attn: Timothy R. Dunn	2 Queen Street East, Suite 1500		TORONTO	ON	M5C 3G5	Canada	tdunn@blaney.com
Csl to Surety, Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company	Attorney	BORDEN LADNER GERVAIS LLP	Attn: Alexander MacFarlane; Andrew Punzo; James MacLellan; Denise Bambrugh; Mark Borgo	Bay Adelaide Centre, East Tower	22 Adelaide Street West, Suite 3400	TORONTO	ON	M5H 4E3	Canada	AMacFarlane@blg.com; APunzo@blg.com; JMacLellan@blg.com; DBambrugh@blg.com; MBorgo@blg.com
In-house Csl to Oldcastle BuildingEnvelope, Inc. (2184CV01001)	Attorney	CRH Americas Law Group	Attn: Kevin Keating	900 Ashwood Parkway, Suite 600		ATLANTA	GA	30338	USA	vera.vynohrad@dentons.com; john.salmas@dentons.com;
Csl to CIBC & HSBC Bank Canada	Attorney	DENTONS LLP	Attn: Vera Vynohrad; John Salmas; Sarah Lam; Mark Freaake	77 King St West, Suite 400	Toronto-Dominion Centre	TORONTO	ON	M4K 0A1	Canada	sarah.lam@dentons.com; mark.freaake@dentons.com
Csl to Applicant	Attorney	FASKEN MARTINEAU DuMOULIN LLP	Attn: Stuart Brotman, Mitch Stephenson, Montana Licari	333 Bay Street, Suite 2400	Bay Adelaide Centre, Box 20	TORONTO	ON	M5H 2T6	Canada	sbrotman@fasken.com; mstephenson@fasken.com; mlcari@fasken.com
Csl to Landlord, Norwich 40 TGCI LLC/ The Grossman Companies	Attorney	GARDINER ROBERTS LLP	Attn: Chris Besant; Noah Bonis Characle	Bay Adelaide Centre - East Tower	22 Adelaide Street West, Suite 3600	TORONTO	ON	M5H 4E3	Canada	cbesant@grlp.com; nbonischaracle@grlp.com
Csl to Suffolk Construction Company, Inc., Federal Insurance, Federal and Deposit Co of MD, Liberty Mutual(2184CV01001)	Attorney	Hinckley Allen and Snyder LLP	Attn: Joel Lewin; Scott A McQuilkin	28 State St		BOSTON	MA	02109	USA	jlewin@hinckleyallen.com; smcquilkin@hinckleyallen.com
Csl to Noram Glass Corporation	Attorney	KAGAN SHASTRI DEMELO WINER PARK LLP	Attn: David Winer	188 Avenue Road		TORONTO	ON	M4R 2J1	Canada	dwiner@ksllp.ca
Csl to Klimer Platforms Inc	Attorney	MARGIE STRUB CONSTRUCTION LAW LLP	Attn: John Margie	2300 Yonge Street	Suite 2001, Mailbox 2331	TORONTO	ON	M4P 1E4	Canada	jmargie@margiestrub.com
Csl to Respondent	Attorney	MCMILLAN LLP	Attn: Wael Rostom; Jeffrey Levine	Brookfield Place, Suite 4400	181 Bay Street	TORONTO	ON	M5J 2T3	Canada	Wael.Rostom@mcmillan.ca; Jeffrey.Levine@mcmillan.ca
Csl for PJ Dick Construction	Attorney	PALJARE ROLAND ROSENBERG ROTHSTEIN, LLP	Attn: Massimo (Max) Starnino	155 Wellington St West, 35th Floor		TORONTO	ON	M5V 3H1	Canada	max.starnino@pallareroland.com
US Csl to Receiver	Attorney	PERKINS COIE LLP	Attn: Tina Moss	1155 Avenue of the Americas, 22nd Floor		NEW YORK	NY	10036-2711	USA	Tmoss@perkinscoie.com
Csl to Kingspan (2384CV00666)	Attorney	Preti Flaherty Beliveau and Pachios, LLP	Attn: Daniel R Sonneborn	60 State St Suite 1100		BOSTON	MA	02109	USA	dsonneborn@preti.com
Csl to One Dalton Owner LLC, Carpenter & Company, Inc. (2184CV01001)	Attorney	Proskauer Rose LLP	Attn: James R Anderson	One International Place		BOSTON	MA	02110-2600	USA	jaanderson@proskauer.com
Notice party on UCcs filed by Glaston America, Inc, Glaston Findland OY, Glaston Germany GmbH	Attorney	PULLMAN & COMLEY, LLC	Attn: Kristin Mayhew; Timothy Ronan	850 MAIN STREET, 8TH FLOOR	PO BOX 7006	BRIDGEPORT	CT	06601	USA	kmayhew@pullcom.com; tronan@pullcom.com
Csl to Oldcastle BuildingEnvelope Inc (2184CV01001)	Attorney	Robinson and Cole LLP	Attn: Joseph A Barra; William A Stoll	One Boston Place, 25th Floor		BOSTON	MA	02108-4404	USA	jbarra@rc.com; wstoll@rc.com
Csl to Antamex (state court litigation)	Attorney	RUBERTO, ISRAEL & WEINER P.C.	Attn: Bradley L Croft; Adam G Gutbezah; Kirk J	255 STATE STREET, 7TH FLOOR		BOSTON	MA	02109	USA	bcroft@riw.com; agg@riw.com; kjm@riw.com
US Csl to Landlord, Norwich 40 TGCI LLC	Attorney	SEYFARTH SHAW	Attn: James Sullivan; Michael Dowley	620 Eighth Avenue, 32nd Floor		NEW YORK	NY	10018-1405	USA	jsullivan@seyfarth.com; mdowley@seyfarth.com
Csl to O3 Industries LLC	Attorney	STIKEMAN ELLIOTT LLP	Attn: Nathalie Nouvet	1155 boul. Rene-Levesque Ouest	41e etage	MONTRÉAL	QC	H3B 3V2	Canada	NNouvet@stikeman.com
Csl to Krisro Metal Industries Corp.	Attorney	SUTHERLAND LAW	Attn: Jonathan L. Frustaglio	3300 Hwy 7, Suite 904		VAUGHAN	ON	L4K 4M3	Canada	jfrustaglio@sutherland.com
	Attorney	THEIR LAW OFFICES, LLC	Attn: Clifford Their	1007 FARMINGTON AVENUE		WEST HARTFORD	CT	06107	USA	cliffthier@theirlaw.com
Csl to Suffolk Construction Co., Inc	Attorney	THORNTON GROUT FINNIGAN LLP	Attn: Grant B. Moffat; Alexander Souther; Rebecca Kennedy	100 Wellington Street West	Suite 3200, P.O. Box 329	TORONTO	ON	MSK 1K7	Canada	gmoffat@tgf.ca; asouther@tgf.ca; rkennedy@tgf.ca
Csl to Sureties, Aviva and Nationwide	Attorney	WATT, TIEDER, HOFFAR & FITZGERALD, LLP	Attn: Bradford R. Carver	175 Federal Street, Suite 1225		BOSTON	MA	02110	USA	bcarver@watttieder.com
Csl to TIP Fleet Services Canada Ltd	Attorney	YOUNGMAN LAW PC	Attn: Patrick Bernard	90 Eglinton Avenue East, Ste. 980		TORONTO	ON	M4P 2Y3	Canada	pbernard@youngmanlaw.com
	Government	CANADA REVENUE AGENCY		1 Front Street West		TORONTO	ON	M5J 2X6	Canada	AGC-PGC-Toronto-Tax-Fiscal@justice.gc.ca
	Government	DELAWARE DEPARTMENT OF FINANCE	OFFICE OF UNCLAIMED PROPERTY	PO BOX 8923		WILMINGTON	DE	19899	USA	escheat.holderquestions@delaware.gov
	Government	DELAWARE DEPARTMENT OF JUSTICE	OFFICE OF THE ATTORNEY GENERAL	CARVEL STATE BUILDING	820 N. FRENCH STREET	WILMINGTON	DE	19801	USA	ATTORNEY.GENERAL@DELAWARE.GOV
	Government	DELAWARE DIVISION OF REVENUE		540 S DUPONT HIGHWAY		DOVER	DE	19901	USA	
	Government	DELAWARE DIVISION OF REVENUE		20653 DUPONT BLVD, STE 2		GEORGETOWN	DE	19947	USA	
	Government	DELAWARE DIVISION OF REVENUE		820 N FRENCH ST		WILMINGTON	DE	19801	USA	DOR_BusinessTax@delaware.gov; DOR_Legal_Info@delaware.gov
	Government	DELAWARE STATE TREASURY		820 SILVER LAKE BLVD., SUITE 100		DOVER	DE	19904	USA	
	Government	DEPARTMENT OF JUSTICE (CANADA)	Ontario Regional Office	120 Adelaide Street West, Ste. 400		TORONTO	ON	M5H 1T1	Canada	
	Government	INTERNAL REVENUE SERVICE		P.O. BOX 7346		PHILADELPHIA	PA	19101-7346	USA	
	Government	INTERNAL REVENUE SERVICE		1111 CONSTITUTION AVE, NW		WASHINGTON	DC	20220-0001	USA	CHARLES.MESSING@IRS.GOV; DENNIS.MOODY@IRS.GOV
	Government	MINISTER OF FINANCE	INSOLVENCY UNIT	6th Floor, 33 King Street West		OSHAWA	ON	L1H 8H5	Canada	insolvency.unit@ontario.ca
	Government	OFFICE OF THE US ATTORNEY	DISTRICT OF DELAWARE	HERCULES BUILDING	1313 N. MARKET ST, STE 400	WILMINGTON	DE	19801	USA	
	Government	OFFICE OF THE US TRUSTEE DISTRICT OF DELAWARE	Attn: Timothy J. Fox, Jr.; Jonathan Lipshie	844 KING ST., STE 2207, LOCKBOX 35		WILMINGTON	DE	19801	USA	
	Government	SECRETARY OF STATE/DIV OF REVENUE	DIVISION OF CORPORATIONS, FRANCHISE TAX	P.O. BOX 898		DOVER	DE	19903	USA	DOSDOC_FTAX@DELAWARE.GOV
	Government	SECRETARY OF STATE/DIV OF REVENUE	DIVISION OF CORPORATIONS, FRANCHISE TAX	JOHN G TOWNSEND BLDG	401 FEDERAL ST, STE 4	DOVER	DE	19901	USA	DOSDOC_FTAX@DELAWARE.GOV
	Government	SECURITIES & EXCHANGE COMMISSION		100 F STREET, NE		WASHINGTON	DC	20549	USA	COMMISSIONERLEE@SEC.GOV
	Government	SECURITIES & EXCHANGE COMMISSION	ATTN: ANDREW CALAMARI, REGIONAL	NEW YORK REGIONAL OFFICE	BROOKFIELD PLACE 200 VESEY ST, STE 400	NEW YORK	NY	10281-1022	USA	OCR@SEC.GOV
	Government	STATE OF DELAWARE ATTY GENERAL	ATTN: KATHY JENNINGS	CARVEL STATE OFFICE BLDG	820 N FRENCH ST	WILMINGTON	DE	19801	USA	ATTORNEY.GENERAL@STATE.DE.US
	Creditor/Other	O3 Industries LLC	Attn: Jeremy Ozen	3 Columbus Circle, Suite 1420		New York	NY	10019	USA	jozen@o3indus.com
	Creditor/Other	6 DEGREES CONSULTING, INC.		PO BOX 5270		PITTSBURGH	PA	15206	USA	
	Creditor/Other	ALL AERIALS LTD.		4945 BRECKSVILLE RD.		RICHFIELD	OH	44286	USA	
	Creditor/Other	ALL ERECTION & CRANE RENTAL		PO BOX 318047		CLEVELAND	OH	44131-80	USA	
	Creditor/Other	AQUA FILTER FRESH INC.		1 COMMERCE DRIVE		PITTSBURGH	PA	15239	USA	
	Creditor/Other	ARCHI HEAVEN		BAHAA ELDIN ELGATWARY ST.	SMOUHA ELGAWZAA	ALEXANDRIA			EGYPT	
	Creditor/Other	ARCHITECTURAL SYSTEMS INC.		707 W. HWY. 60		MONETT	MO	65708	USA	
	Creditor/Other	ARCHITECTURAL TESTING, INC.		PO BOX 419241		BOSTON	MA	02241-9241	USA	
	Creditor/Other	ARMSTRONG TRANSPORT GROUP	Attn: Lee Knox	1120 S. TRYON ST.		CHARLOTTE	NC	28203-6817	USA	lknox@armstrongtransport.com
	Creditor/Other	ASHTON INDUSTRIAL SALES LTD.		SOUTH ROAD	HARLOW	ESSEX		CM20 2AR	UK	
	Creditor/Other	ASSA ABLQY, INC.		110 SARGENT DRIVE		NEW HAVEN	CT	06511	USA	
	Creditor/Other	BYSTRONIC INC.		PO BOX 1041		NEW YORK	NY	10268	USA	
	Creditor/Other	DAWSON DOORS		825 ALLEN STREET, PO BOX 0278		JAMESTOWN	NY	14702	USA	
	Creditor/Other	Deutsche Leasing Canada, Corp.	Attn: Rainer Voelker	190 South Lasalle Street, Ste. 2150		Chicago	IL	60603	USA	rainer.voelker@deutsche-leasing.com
	Creditor/Other	DORMAKABA USA INC.		P.O. BOX 896542		CHARLOTTE	NC	28289	USA	
	Creditor/Other	ELLISON BRONZE INC.		125 WEST MAIN STREET		FALCONER	NY	14733	USA	
	Creditor/Other	ELUMATEC NORTH AMERICA, INC.		4320 RALPH JONES COURT		SOUTH BEND	IN	46628	USA	
	Creditor/Other	GIBANE BUILDING COMPANY	ATTN: DAWN HILL	7 JACKSON WALKWAY		PROVIDENCE	RI	02903	USA	
	Creditor/Other	GLASTON AMERICA, INC.		100 Dobbs Ln, Ste 102		Cherry Hill	NJ	08034-1436	USA	
	Creditor/Other	GLASTON FINLAND OY		Vehmaistenkatu 5		Temper		33731	FINLAND	
	Creditor/Other	GLASTON GERMANY GmbH		Karl-Lenhardt-Strasse 1-9		Neuhausen-Hamberg		75242	GERMANY	

Notes	Category	Party	Attention	Address1	Address2	City	St/Prov	Zip Code	Country	Email
	Creditor/Other	GREAT LAKES LIFTING		209 E CORNING AVE.		PETONE	IL	60468	USA	
	Creditor/Other	GULF RUBBER INDUSTRIES LLC		PO BOX 410364		DUBAI			UAE	
	Creditor/Other	HSBC Bank USA NA	Attn: Nicole A Annunziata	P.O. Box 1145		BUFFALO	NY	14240	USA	
	Creditor/Other	I&E Glass Technologies, Inc.	Attn: Jeff Spicer	2875 Jupiter Park Drive, 100		JUPITER	FL	33458	USA	jspicer@igesolutions.com
	Creditor/Other	INTERNATIONAL ENTRANCES, INC.		6340 AMERIPLEX DRIVE		PORTAGE	IN	46368	USA	
	Creditor/Other	IRON WORKERS LOCAL 17 FRINGE BENEFIT FUNDS, INC.		5600 New King Dr Suite 330		TROY	MI	48098	USA	
	Creditor/Other	IRON WORKERS OF WESTERN PA BENEFITS PLAN		2201 Liberty Avenue		PITTSBURGH	PA	15222	USA	ironben@ironben.com
	Creditor/Other	L&M SALES AND SUPPLY		60 S 24TH ST.		PISSBURGH	PA	15203	USA	
	Creditor/Other	LARSON ENG. OF MINN.		6380 E. THOMAS ROAD		SCOTTSDALE	AZ	85251	USA	
	Creditor/Other	LARSON ENGINEERING AZ		6380 E. THOMAS ROAD		SCOTTSDALE	AZ	85251	USA	
	Creditor/Other	LEVIAT		P.O. BOX 404271		ATLANTA	GA	30384	USA	
	Creditor/Other	LIQUIDPLANNER, INC.		DEPT CH 19536		PALATINE	IL	60055	USA	
	Creditor/Other	M.E.S.O. INC.		PO BOX 2626		EAST LIVERPOOL	OH	43920	USA	
	Creditor/Other	MCMAS-TER-CARR		P.O. BOX 7690		CHICAGO	IL	60680-7690	USA	
	Creditor/Other	METRO GLASS & METAL LLC		10 WHEELING AVENUE		WOUBURN	MA	01801	USA	
	Creditor/Other	METRO PRECAST & STONE SERVICES INC.		3084-3092 BUSINESS CENTER DR.		WOODBRIGE	VA	22192	USA	
	Creditor/Other	NAJJARINE STRUCTURES		9070 IRVINE CENTER DR.		IRVINE	CA	926158	USA	
	Creditor/Other	NATIONAL ENCLOSURE COMPANY, LLC	ATTN: TIMOTHY A. BURZYNSKI	5075 CARPENTER ROAD		YPSILANTI	MI	48197	USA	Tburzynski@nceusa.com
	Creditor/Other	NAVERRA LLC	Attn: Jeremy Ozen	40 WISCONSIN AVENUE		NORWICH	CT	06360	USA	jozen@o3indus.com
	Creditor/Other	NORWICH 40 TGCI LLC (The Grossman Companies, Inc.)	Attn: Jacob Grossman; Paul Dawson	One Adams Place	859 Willard St., Ste., 501	QUINCY	MA	02169	USA	jake@grossmanco.com; paul@grossmanco.com
	Creditor/Other	Pennsylvania - Dept of Labor & Industry	OUCS Operations - Adjudication	351 Boas St., Room 500		Harrisburg	PA	17121-0750	USA	
	Creditor/Other	PHILIPS LYTLE LLP	Attn: Aidan Campbell	ONE CANALSIDE	125 Main Street	BUFFALO	NY	14203	USA	acampbell@philipslytle.com
	Creditor/Other	RECORD AUTOMATIC DOORS NORTH AMERICA		P.O. BOX 57158		PLEASANT HILL	IA	50327	USA	
	Creditor/Other	SATELLITE SHELTERS, INC.		PO BOX 860700		MINNEAPOLIS	MN	55486	USA	
	Creditor/Other	SCAFFOLD RESOURCE, LLC		9513 LANHAM SEVERN ROAD		LANHAM	MD	20706	USA	
	Creditor/Other	SKYTOP ENGINEERING LLC		THE ONE TOWER	SHEIKH ZAYED ROAD	DUBAI			UAE	info@skytop.pro
	Creditor/Other	SPATIAL LABS		MKINON 25, GLYFADA, 16674		ATTIKI			GREECE	
	Creditor/Other	SPIDER, A DIV. OF SAFEWORKS, LLC		NW 5547		MINNEAPOLIS	MN	55485-5547	USA	
	Creditor/Other	SUNBELT RENTALS INC.		PO BOX 409211		ATLANTA	GA	30384-9211	USA	
	Creditor/Other	SUPERIOR INDUSTRIAL INSULATION		3855 W. 150TH ST.		CLEVELAND	OH	44111	USA	
	Creditor/Other	SWEENEY CONSTRUCTION SPECIALTIES		330 CODMAN HILL ROAD		BOXBOROUGH	MA	01719	USA	
	Creditor/Other	SWIPECLOCK, LLC		10644 S JORDAN GATEWAY STE 400		SOUTH JORDAN	UT	84095	USA	
	Creditor/Other	SWISS MIDDLE EAST		PO BOX 33977, OFFICE 12 BLOCK-B	AL GHAZAL COMPLEX NAD AL HAMAR	DUBAI			UAE	
	Creditor/Other	TRELLEBORG		PO BOX 200093		PITTSBURGH	PA	15250-00	USA	
	Creditor/Other	TUTANOTA LLC		8 THE GREEN, SUITE A		DOVER	DE	19901	USA	
	Creditor/Other	TVITEC SYSTEM GLASS SL	Poligono Industrial el Bayo	19, 24492 Cubillos del Sil		Leon			SPAIN	
	Creditor/Other	VIPROTRON NORTH AMERICA INC.		7501 S Jackson Gap Way		AURORA	CO	80016-2574	USA	
	Creditor/Other	VIRACON, INC		US BANK OPERATION CENTER	#SDS 12-0570, PO BOX 86	MINNEAPOLIS	MN	55486	USA	
	Litigation	ARE-MA REGION NO. 87 OWNER LP	C/O ALEXANDRIA REAL ESTATE EQUITIES, INC.	215 FIRST STREET, SUITE 100		CAMBRIDGE	MA	02142	USA	
	Litigation	Carpenter & Company, Inc.		151 Town Sq		WHEATON	IL	60189	USA	
	Litigation	FEDERAL INSURANCE COMPANY		2028 HALL'S MILL ROAD		WHITEHOUSE STAT	NJ	08889	USA	
	Litigation	FIDELITY AND DEPOSIT COMPANY OF MARYLAND		1299 ZURICH WAY		SCHAUMBURG	IL	60196	USA	
	Litigation	Liberty Mutual Insurance Company		175 Berkeley Street		BOSTON	MA	02116	USA	
	Litigation	OLDCASTLE BUILDING ENVELOPE, INC.		97 Robert Treat Paine Drive		TAUNTON	MA	02780-1267	USA	
	Litigation	ONE DALTON OWNER, LLC		1 Dalton Street		BOSTON	MA	02199	USA	
	Litigation	Suffolk Construction Company, Inc.		65 Allerton Street		BOSTON	MA	02119	USA	
Antamex US LLC	US EMPLOYEE									
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Antamex industries ULC	US EMPLOYEE									

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

DECLARATION OF FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1515 AND RULE 1007(A)(4) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND IN SUPPORT OF VERIFIED PETITION FOR (I) RECOGNITION OF FOREIGN MAIN PROCEEDING, (II) RECOGNITION OF FOREIGN REPRESENTATIVE, AND (III) RELATED RELIEF UNDER CHAPTER 15 OF THE BANKRUPTCY CODE

I, Richard Williams, to the best of my information and belief, state as follows:

1. I am over the age of 18 and, if called upon, could testify to all matters set forth in this declaration based upon my own personal knowledge except for those portions specified as being otherwise. I am making this declaration in accordance with section 1515 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

2. I am a Senior Vice President of Deloitte Restructuring Inc. (“Deloitte”), the court-appointed Receiver (in such capacity, the “Receiver”) and authorized foreign representative (in such capacity, the “Foreign Representative”) of Antamex Industries ULC (“Antamex” or the “Debtor”). I am familiar with the above-captioned Debtor, whose receivership proceeding (the “Antamex Receivership”) is currently pending before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), pursuant to section 243(1) *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*,

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

R.S.O. 1990, c. C.43, as amended (the “CJA”). As set forth more fully below, the Antamex Receivership was commenced in the Canadian Court on February 22, 2024 by Export Development Canada (“EDC”)², a secured creditor of the Debtor.

3. I am a Chartered Professional Accountant, a Chartered Insolvency and Restructuring Professional, and a Licensed Insolvency Trustee in Canada. I have significant experience providing advice to debtors, creditors and other key stakeholders in a variety of Canadian and cross-border restructuring situations.

4. I submit this declaration in support of: (a) the official form chapter 15 petition for the Debtor (the “Voluntary Petition”) commencing the Debtor’s chapter 15 case (the “Chapter 15 Case”); (b) the *Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Verified Petition”); (c) the *Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* (the “Provisional Relief Motion”); and (d) the *Motion for Order Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice* (the “Notice Procedures Motion”).³ This declaration is intended to be read in conjunction with the declaration of Linc Rogers dated as of the date hereof, which describes receivership law in Canada more generally.

5. The Foreign Representative is seeking the relief requested in the Voluntary Petition, Verified Petition, Provisional Relief Motion and Notice Procedures Motion to ensure the effectiveness of the Appointment Order (defined below) and the protections and powers contained

² EDC is a Crown corporation created under Canada’s Export Development Act that serves as Canada’s Export Credit Agency.

³ The Receiver is in the process of investigating the Debtor’s assets and liabilities, the extent, validity, and priority of any security interests in its property, and potential claims held by or against the Debtor. Statements made herein are made upon information and belief based on information currently available to the Receiver, may be subject to change, and are without prejudice to the rights and remedies that may be available to the Receiver under applicable law.

therein in the U.S. The Receiver has concluded that such relief is necessary in order to fulfill its mandate of preserving, protecting and realizing on the Property (as defined below) of Antamex.

6. In particular, Antamex owns certain valuable glass production equipment (the “Glass Production Equipment”) which is currently stored at the former leased property of one of Antamex’s U.S. affiliates. The landlord of such property (the “Landlord”) has re-let the premises to a new tenant and claims an ownership interest in the Glass Production Equipment. The Receiver is concerned about the position taken by the landlord and the risk such position poses to the Glass Production Equipment.

7. Furthermore, at the time the Receiver was appointed, Antamex had USD \$858,497.46 held in a U.S. deposit account at HSBC Bank USA, N.A. (“HSBC US”). HSBC US refuses to turnover these funds to the Receiver without the Appointment Order being domesticated in the United States. The amount in the U.S. deposit account has been depleted to \$346,504.89 since the date of the Receiver’s appointment as a result of certain pre-authorized debits.

8. Antamex also holds contract rights and receivables related to certain completed, and incomplete, engagements for the design, engineering, manufacturing and installation of highly engineered glass façade systems located in Boston, Massachusetts and other parts of the United States, including California, Michigan, New York, Ohio, and Pennsylvania. Recognition of the Antamex Receivership in the U.S. will prevent contractual counterparties from exercising certain rights and remedies during the course of the Antamex Receivership.

9. Finally, the Receiver anticipates obtaining additional relief from the Canadian Court which may address issues related to U.S. customers and stakeholders. Recognition of the Antamex Receivership will provide a forum for recognition and enforcement of such relief by the U.S. Court.

10. Each of these matters and the relief requested by the Foreign Representative is described in greater detail below.

I. The Debtor's Business and Operations

11. An in-depth summary of the Debtor's business and affairs, including (i) Antamex's corporate organization, (ii) the secured creditors of Antamex, and (ii) the events that precipitated the appointment of the Receiver, is set out in the Affidavit of Adam Smith, sworn February 21, 2024 (the "Smith Affidavit") in support of EDC's application for appointment of the Receiver (a copy of which is attached hereto as **Exhibit "A"**)⁴.

12. The Debtor is a British Columbia corporation that formerly had significant operations in Ontario, British Columbia, Alberta and across the United States. Antamex is a wholly owned subsidiary of Antamex Industries Inc., a corporation organized and existing under the laws of the State of Delaware. Antamex was in the business of designing, engineering, manufacturing, and installing custom, modular glass façade solutions for multi-story buildings.

13. Prior to the Antamex Receivership, Antamex was the primary operating entity in the Antamex group of companies. Although Antamex has assets in the United States and previously had valuable operations in the United States, the headquarters and chief place of business for Antamex is in Concord, Ontario, where it occupies and previously operated a fabrication, assembly and storage facility. All strategic and key operational decisions were made by senior management in Ontario where more than 90% of Antamex's employees were also located.

14. Antamex also leases a facility in Alliston, Ontario. Such facility is owned by Antamex's affiliate, 256 Victoria Street West ULC ("256"). As set out in greater detail in the Smith

⁴ The Smith Affidavit is attached here without exhibits, which are voluminous. The exhibits will be provided by the Foreign Representative to the Court or a party upon request.

Affidavit, Antamex guarantees certain obligations of 256 to HSBC Bank Canada (now Royal Bank of Canada as of March 28, 2024). Pursuant to such guarantee, HSBC Bank Canada holds a first-registered security interest over all the Property of Antamex. Such security interest is subordinate to the interest of EDC in certain specific Property, including the Glass Production Equipment.⁵

15. The locations of Antamex's key projects prior to appointment of the Receiver included Ontario, British Columbia, Nova Scotia, Massachusetts, Michigan, New York, Ohio, Pennsylvania and California. Such projects were related primarily to the medical, residential and educational sectors. The majority of Antamex's projects were located in Canada.

16. Antamex currently has no operations or employees remaining in Canada or the U.S. and, through the Antamex Receivership, is in the process of liquidating its remaining assets, and preparing for a claims resolution process under the oversight of the Canadian Court.

17. The Receiver has, however, been working with certain project owners, general contractors and the Sureties (as defined below) since commencement of the Antamex Receivership to assist with their completion of certain contracts, including by providing access to information and materials on an appropriate basis.

II. The Antamex Receivership Proceeding

18. Pursuant to a multiple draw credit facility agreement dated as of November 5, 2021 among EDC as lender, Antamex as borrower, and Naverra as guarantor (the "Original Credit Agreement"), as amended by a first amending agreement dated as of February 16, 2022 (the "First Amendment"), a second amending agreement dated as of September 8, 2022 (the "Second Amendment"), and a third waiver and amending agreement dated as of April 18, 2023 (the "Third Amendment"), and together with the Original Credit Agreement, First Amendment, and Second

⁵ On April 23, 2024, the Canadian Court entered an Order appointing Deloitte as Receiver for 256.

Amendment, the “EDC Credit Agreement”), EDC advanced loans to Antamex in the principal aggregate amount of USD \$12,500,000 (collectively, the “EDC Loan”). The primary purpose of the EDC Loan was to finance the purchase of the Glass Production Equipment.

19. On February 22, 2024, following defaults by Antamex under the EDC Credit Agreement, EDC filed its Notice of Application under the BIA and CJA seeking to have a receiver appointed.

20. On February 27, 2024, the Canadian Court conducted a hearing for appointment of the Receiver. At the request of Antamex, the Canadian Court granted Antamex one week to continue discussions that were underway at the time to obtain potential financing from its Sureties. The Canadian Court in granting such additional time noted that so long as the Landlord was included in discussions, the Landlord should not take any steps in respect of the Glass Production Equipment. A copy of the Canadian Court’s endorsement (i.e. the reasons for judgment) related to the February 27th hearing is attached hereto as **Exhibit “B”**.

21. Upon the expiration of the one-week period, on March 5, 2024, the Canadian Court issued a further endorsement and order (the “Partial Appointment Order”) appointing Deloitte as the Receiver over a subset of Antamex’s property, including the Glass Production Equipment. A copy of the Partial Appointment Order and associated endorsement is attached hereto as **Exhibit “C”**. The Canadian Court again emphasized its concern regarding the position of the Landlord and noted that it was imperative that the Receiver be appointed immediately in respect of the Glass Production Equipment. The Canadian Court adjourned the balance of the Receivership Application until March 12, 2024.

22. At the March 12th hearing, the Canadian Court granted a 24hour adjournment to allow settlement discussions to continue. Such discussions did not result in a settlement and the

receivership application was heard on March 13, 2024. Following the hearing, the Canadian Court entered a more expansive receivership order, the Amended and Restated Order (Appointing Receiver) (the “Appointment Order”). A copy of the Appointment Order is attached hereto as **Exhibit “D”**.

23. The Appointment Order provides for the appointment of Deloitte as Receiver, without security, of all the present and future assets, undertakings, and properties of Antamex acquired for, or used in relation to, a business carried on by Antamex, including all proceeds thereof (the “Property”).

24. The Appointment Order vests the Receiver with broad power and control over the Debtor’s assets and business, including the authority to take possession of and control the Debtor’s assets and business. Specifically, the Appointment Order grants the Receiver the following powers and duties:

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

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

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

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

See Appointment Order, ¶ 3.

25. The Appointment Order further provides that, where the Receiver takes any such actions or steps, the Receiver shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined in the Appointment Order), including the Debtor, and without interference from any other Person. *Id.*

26. The Appointment Order also includes the following “stay” provisions to be in force:

8. NO PROCEEDINGS AGAINST THE RECEIVER. 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. Appointment Order, ¶ 8.

9. NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with 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. Appointment Order, ¶ 9.

10. NO EXERCISE OF RIGHTS OR REMEDIES. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (a) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (b) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

See id., ¶¶ 8-10.

27. The Appointment Order authorizes the Receiver to act as the foreign representative of the Debtor in connection with the Verified Petition and expressly authorizes the Receiver to seek recognition of the Receivership in the United States via Chapter 15 of the Bankruptcy Code.

See id., ¶¶ 31-32. The Appointment Order provides, in relevant part, that:

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

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

(b) the Foreign Representative is hereby authorized to apply for foreign recognition of these proceedings, as necessary, in any

jurisdiction outside of Canada, including the United States pursuant to Chapter 15 of Title 11 of the United States Code 11 U.S.C. §§ 101-1532.

See id., ¶ 32.

28. The Appointment Order requests that courts in the United States recognize the Antamex Receivership and assist the Receiver and its agents in carrying out the terms of the Appointment Order. *See id.*, ¶ 30.

29. Finally, the Appointment Order granted the Receiver and its counsel a charge (the “Receiver’s Charge”) on the Property, as security for payment of their reasonable fees and disbursements (in each case at their standard rates and charges unless otherwise ordered by the Court), both before and after the issuance of the Appointment Order. The Receiver’s Charge forms a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favor of any Person. *See id.*, ¶ 19. The Appointment Order also authorizes the Receiver to borrow funds as it considers necessary. Such funds are subject to a charge on the Property, subordinate only to the Receiver’s Charge. *See id.*, ¶ 22.

III. Key US Assets, Affiliates and Operations

(i) The Glass Production Equipment

30. Antamex’s affiliate, Naverra LLC (*formerly* Solar Seal Architectural LLC) (“Naverra”), is a Delaware limited liability company with its registered head office in Dover, Delaware.

31. Antamex relied on Naverra both as a supplier of architectural glass products and as the guarantor of Antamex’s obligations to the EDC.

32. Pursuant to a lease agreement dated as of December 1, 2022, (the “Antamex Equipment Lease”), Naverra leased certain glass making equipment from Antamex (the “Glass Production Equipment”). The Glass Production Equipment was stored and used by Naverra at a

180,000-square-foot glass fabrication facility at 40 Wisconsin Avenue in Norwich, Connecticut (the “Norwich Glass Plant”).

33. Antamex’s interest in the Glass Production Equipment is registered under the UCC registry in Connecticut and Delaware against Naverra.

34. Before the fall of 2023, Naverra occupied and operated the Norwich Glass Plant pursuant to a lease agreement, dated as of October 15, 2021, between Norwich 40TGCI LLC as Landlord and Naverra as tenant (the “Norwich Lease”).

35. On June 27, 2023, the Landlord commenced eviction proceedings in the Connecticut Superior Court in Norwich, Connecticut (the “Connecticut Court”), bearing court file number KNO-CV-23-6109091 (the “Norwich Proceedings”), alleging violations of the Norwich Lease by Naverra, including non-payment of rents and failure to replenish a security deposit.

36. By its decision rendered on November 9, 2023 (the “Norwich Judgment”), the Connecticut Court found that Naverra was in default of its obligations under the Norwich Lease and granted judgment to the Landlord for immediate possession of the Norwich Glass Plant plus legal costs.

37. Between the commencement date of the Norwich Proceedings and the date of the entry of the Norwich Judgment, Naverra shut down its operations at the Norwich Glass Plant, abandoning the premises and laying off all or part of its workforce.

38. On or around January 3, 2024, the Landlord retook possession of the Norwich Glass Plant, changing the locks and blocking all access to the Glass Production Equipment located there.

39. The Landlord subsequently notified EDC that the Norwich Lease had been terminated and demanded removal of the Glass Production Equipment from the premises. The Landlord has since taken the position that the Landlord is now the owner of the Leased Equipment

and is free to take any action it sees fit as to the Leased Equipment. The Landlord has also recently re-leased the Norwich Glass Plant to a new tenant who has expressed an interest in using the Glass Production Equipment.

40. The Glass Production Equipment forms a substantial portion of the collateral over which EDC holds a priority interest. The events surrounding Naverra and the risk to the Glass Production Equipment was a key rationale for appointment of the Receiver.

(ii) U.S. Bank Account

41. In addition to its principal business accounts, which it maintains with HSBC Bank Canada (now Royal Bank of Canada) in Toronto, Ontario, Canada, Antamex is the holder of a deposit account at HSBC US (the "HSBC US Account"). Antamex utilized this account for general corporate purposes, including the payment of the U.S.-based employees of its subsidiary, AUS LLC. As of the date of the commencement of the Antamex Receivership, the HSBC US Account held US \$858,497.46. As described above, such amount has been depleted to \$346,504.89 as a result of pre-authorized debits.

42. Pursuant to the Appointment Order, the Receiver has been appointed to among other things, take control of such bank accounts. Accordingly, in March 2024, the Receiver contacted HSBC US regarding the funds it is holding, which belong to Antamex. In response, the Receiver received a letter from HSBC USA stating that it cannot turn over Antamex's funds to the Receiver and/or honor the Antamex Receivership until it is "domesticated" and "served in accordance with the laws of New York State." As a result, the Receiver is unable to access these Debtor funds at this time.

(iii) U.S. Contractual Relationships

43. As described above, prior to the appointment of the Receiver, Antamex was engaged in projects for the design, engineering, manufacturing and installation of highly engineered glass façade systems in various parts of the United States.

44. Antamex is also a party to construction bond contracts with Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “Sureties”) which serve to guarantee certain of Antamex’s obligations to its customers in accordance with the terms of the relevant bonds.

45. As noted above, Antamex has ceased operations, including with respect to its projects located in the United States. The Receiver seeks the protections of the Voluntary Petition, Verified Petition and the Provisional Relief Motion to stay the immediate exercise of remedies and/or termination of contractual relationships related to these projects, consistent with the terms of the Appointment Order.

(iv) Antamex U.S. LLC (“AUS LLC”)

46. AUS LLC is a limited liability company organized under the laws of the State of Delaware with its registered head office in Dover, Delaware. Antamex serves as its sole member and manager.

47. AUS LLC employed Antamex’s U.S.-based union employees located in the states of Ohio and Pennsylvania.

48. Antamex has ceased all of its operations in Ohio and Pennsylvania, and AUS LLC employees located in those states have been notified of the appointment of the Receiver.

IV. The Chapter 15 Proceeding

49. This Chapter 15 Case was commenced to ensure that the powers and protections granted to the Receiver by the Canadian Court in the Appointment Order are effective, and enforceable, in the United States and that the Receiver has a forum in which to seek relief with respect to issues relating to U.S. based assets of the Debtor.

50. I was authorized pursuant to the Appointment Order to act as the Foreign Representative of the Antamex Receivership and to seek recognition and approval of the Antamex Receivership as necessary, including as “foreign main proceedings” under the Bankruptcy Code.

51. On the date hereof (the “Petition Date”), and in my capacity as the Foreign Representative of the Debtors, I filed a petition under chapter 15 of the Bankruptcy Code for recognition of the CCAA Proceedings, thereby commencing the Debtor’s Chapter 15 Case.

52. For the reasons set forth in the Verified Petition, I understand and believe that, in accordance with the requirements of the Bankruptcy Code, (i) the Debtor is eligible to be a debtor in this Chapter 15 Case, (ii) the Antamex Receivership qualifies as a “foreign main proceeding”, (iii) the Debtor’s center of main interests is Canada, and (iv) that recognition of the Antamex Receivership as a “foreign main proceeding” is consistent with the purpose of chapter 15 and will allow the Receiver to liquidate the Debtor’s assets in the most efficient, orderly and economical manner possible while respecting the rights of creditors.

53. Through the Provisional Relief Motion, provisional relief is sought against the following parties: (a) secured parties; (b) counterparties to certain of Antamex’s contracts; (c) the Landlord and any other parties claiming interests in the Glass Production Equipment; (d) litigation counterparties; (e) banks holding funds in accounts held by Antamex; and (f) other creditors, as

set forth on the Consolidated Verified List Pursuant to Fed. R. Bankr. P. 1007(a)(4), 1008, and 2002(q) attached to the Voluntary Petition.

54. The Foreign Representative commenced this Chapter 15 Case to provide the Receiver with the breathing room and stability necessary to liquidate the Debtor's assets in the most efficient, orderly and economical manner possible, including by seeking certain provisional relief between the Petition Date and the Bankruptcy Court's entry of the proposed order recognizing the Antamex Receivership. Such provisional relief includes, among other things, the Bankruptcy Court's immediate ordering of the application of section(s) 362 of the Bankruptcy Code to this Chapter 15 Case. Without such relief, the Debtor may be exposed to potentially adverse action in the United States by certain creditors and other parties in interest (including contract counterparties) who may disregard the stay imposed under the Appointment Order and disrupt the Receiver's efforts.

55. The Foreign Representative anticipates that the Canadian Court will issue further orders that will resolve disputes related to the assets of the Debtor and facilitate the sale or liquidation of the Debtors' assets. The Receiver anticipates requiring recognition of such orders because certain of the Debtors' assets are located within the jurisdiction of the United States. The Foreign Representative also seeks recognition of the Antamex Receivership to provide a forum for recognition of such orders.

56. In compliance with the requirements of Bankruptcy Rule 1007(a)(4)(B), Deloitte, as the Foreign Representative, shall maintain control of and be authorized to administer the Antamex Receivership. The service address for Deloitte in this Chapter 15 Case is: 200-8 Adelaide Street West, Toronto, Ontario M5H0A9, Canada. I am aware of no other persons or bodies authorized to administer foreign proceedings on behalf of Antamex.

57. For the reasons stated in this Declaration, in the Voluntary Petition, the Verified Petition, the Notice Procedures Motion, and the Provisional Relief Motion, I request that the Verified Petition and the Provisional Relief Motion be granted in their entireties, together with such other and further relief as the Court may deem just and proper.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 1st day of May 2024
Toronto, Ontario
Canada

Deloitte Restructuring Inc., solely in its capacity
as court-appointed Foreign Representative
and not in its individual or corporate capacity

BY: /s/ Richard Williams
Richard Williams, Senior Vice President

EXHIBIT A

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

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

**AFFIDAVIT OF ADAM SMITH
(Sworn February 21, 2024)**

I, Adam Smith, of the Town of Oakville, in the Province of Ontario MAKE OATH

AND SAY:

1. I am a Special Risks Manager of Export Development Canada (“**EDC**”), the applicant in these proceedings. I have been directly involved in matters relating to the Indebtedness (defined below) and, consequently, am familiar with the various loan and security documents entered into between EDC, as lender, and Antamex Industries ULC (“**Antamex**”), as borrower.
2. Given my direct involvement with Antamex and the EDC Loan Documents (defined below), and having read the documents referred to herein and attached as exhibits, I have

personal knowledge of the matters set forth herein. Where the facts set forth herein are stated to be based on information received from others, I have identified the source of the information and believe it to be true.

A. Overview

3. I swear this affidavit in support of EDC's application for an order (the "**Receivership Order**") among other things, appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver (in such capacity, the "**Receiver**"), without security, of the Property.¹

4. EDC is a Crown corporation established under the *Export Development Act* (Canada) for the purposes of: (a) supporting and developing domestic business; (b) supporting and developing Canada's export trade and Canadian capacity to engage in that trade and to respond to international business opportunities; and (c) providing development financing and other forms of development support in a manner that is consistent with Canada's international development priorities.

5. Antamex is indebted to EDC pursuant to the terms of the EDC Loan Documents in the total amount of USD 10,462,962.93 as of February 20, 2024, including interest and fees accrued to such date (exclusive of enforcement costs) (the "**Indebtedness**"). Interest and fees continue to accrue on the Indebtedness until paid.

6. Antamex's obligations to EDC are secured by the EDC GSA and EDC US GSA (each as defined below) executed by Antamex and the EDC Guarantee executed by Naverra LLC ("**Naverra**"). EDC's security interests created by the EDC GSA and EDC US GSA are perfected

¹ Capitalized terms used but not defined under this heading are defined below or have meanings given to them in the Receivership Order.

by registrations under the *Personal Property Security Act* (Ontario) (“**Ontario PPSA**”) and the *Personal Property Security Act* (British Columbia) (“**BC PPSA**”) or Uniform Commercial Code (“**UCC**”) registry, as applicable.

7. Antamex is in default of its obligations to EDC because, among other reasons:
 - (a) it has caused or allowed Naverra to cease all or a substantial portion of its business operations without the prior written consent of EDC;
 - (b) it has caused or allowed Naverra to default on its obligations under the Norwich Lease which has resulted in the Landlord having retaken possession of the Norwich Glass Plant in Connecticut (the facility where the EDC Priority Collateral (defined below) is located); and
 - (c) it has failed to deliver its financial statements to EDC in accordance with its obligations under the Third Amendment to the EDC Credit Agreement.

8. EDC has given Antamex proper notice of such defaults, made demand upon Antamex for repayment of the Indebtedness, and delivered to Antamex a Notice of Intention to Enforce a Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**244 Notice**”). The ten (10) day notice period prescribed by the 244 Notice has elapsed. To date, Antamex has failed to repay the Indebtedness.

9. EDC is entitled to appoint a receiver pursuant to the terms the EDC GSA. EDC has chosen to bring this application to appoint Deloitte as Receiver of the Property to protect the value of EDC’s security and in an effort to minimize any loss that EDC will suffer in respect of the EDC Loan.

10. EDC believes that the appointment of the Receiver will preserve the value of the Property and allow for the implementation of an orderly sale or liquidation of such Property for the benefit of all stakeholders under the supervision of this Court.

B. Antamex and its affiliates

Antamex

11. Antamex is a British Columbia corporation with its registered office in Vancouver. Antamex is extra-provincially registered to do business in Ontario and its chief executive office is located in Concord, Ontario (the “**Concord Head Office and Plant**”). Antamex is in the business of designing, engineering, manufacturing, and installing custom, modular glass façade solutions for multi-story buildings. Antamex’s website at URL: <https://www.antamex.com/current-projects>) (the “**Antamex website**”) indicates that several of its current projects are in Toronto.

12. Antamex’s Canadian operations and the Property are summarized below:

- (a) Antamex’s has significant operations and ongoing projects in Ontario—the Antamex website also lists several projects in British Columbia and Alberta which appear to be completed;
- (b) Antamex occupies and operates fabrication, assembly, and storage facilities in Concord, Ontario (150,000 square feet, defined herein as the Concord Head Office and Plant) and Alliston, Ontario (50,000 square feet, defined herein as the Alliston Facility) and owns all or part of the machinery and equipment located thereon;
- (c) Antamex has approximately 250 employees, a portion of which are unionized; and

- (d) searches of the Canadian Trademarks Database reveal that Antamex owns intellectual property registered in Canada.

13. Antamex's BC Company Summary (currency date December 7, 2023) and Ontario corporate profile report (currency date February 8, 2024) are attached as **Exhibits "A" and "B"**, respectively.

Naverra

14. Naverra (formerly Solar Seal Architectural LLC) is a Delaware limited liability company with its registered head office in Dover, Delaware. Until it ceased operations in or around October 2023, Naverra was in the business of architectural glass fabrication and distribution and sold its products to Antamex and others. The Delaware Certificate of Formation dated September 24, 2021 for Solar Seal Architectural LLC is attached as **Exhibit "C"**. The Certificate of Amendment dated October 21, 2022 by which Solar Seal Architectural LLC changed its name to Naverra LLC is attached as **Exhibit "D"**.

15. Naverra is affiliated with Antamex and the guarantor of Antamex's obligations under the EDC Loan Documents (defined below). To the best of EDC's knowledge, Naverra is 100% owned by its director and sole member, Jeremy Ozen, who is also a director of Antamex. A general certificate of Naverra dated as of December 17, 2021 indicating that Mr. Ozen is the sole member of Naverra is attached as **Exhibit "E"**.

16. Before its default under the Norwich Lease (defined below) and subsequent eviction, Naverra occupied and operated a 180,000-square-foot glass fabrication facility at 40 Wisconsin Avenue in Norwich, Connecticut (the "**Norwich Glass Plant**").

256 Victoria

17. 256 Victoria Street West ULC (“**256 Victoria**”) is a British Columbia corporation with its registered office in Vancouver which is extra-provincially registered to do business in Ontario. 256 Victoria Street is an affiliate of Antamex and owns certain real estate in Alliston, Ontario, which Antamex uses in connection with its business (the “**Alliston Facility**”). To the best of EDC’s knowledge 256 Victoria is owned by the same parent corporation as Antamex, Antamex Industries Inc.

18. EDC does not have any direct contractual relationship with 256 Victoria and is not seeking a receivership order over it; however, Antamex has executed the HSBC Guarantee and HSBC GSA (each defined below) as security for the payment and performance of 256 Victoria’s obligations to HSBC (defined below) under the HSBC Credit Agreement (defined below).

19. 256 Victoria’s BC Company Summary (currency date December 7, 2023) and Ontario corporate profile report (currency date February 8, 2024) are attached as **Exhibits “F”** and **“G”**, respectively.

C. The EDC Loan Documents

(i) The EDC Credit Agreement

20. Pursuant to a credit facility agreement dated as of November 5, 2021 among EDC as lender, Antamex as borrower, and Naverra as guarantor (the “**Original Credit Agreement**”), as amended by a first amending agreement dated as of February 16, 2022 (the “**First Amendment**”), a second amending agreement dated as of September 8, 2022 (the “**Second Amendment**”), and a third waiver and amending agreement dated as of April 18, 2023 (the “**Third Amendment**”), and together with the Original Credit Agreement, First Amendment, and Second Amendment, the “**EDC Credit Agreement**”), EDC advanced loans to Antamex in the principal

aggregate amount of USD \$12,500,000 (collectively, the “**EDC Loan**”) to finance the purchase of certain glass production equipment for use by Naverra at the Norwich Glass Plant. As provided for in the EDC Credit Agreement, EDC GSA, and the subordination agreements discussed below, EDC was granted a first-priority security interest in the equipment to be financed listed on Schedule “A” thereto (the “**EDC Priority Collateral**”) as well as a residual security interest in all of Antamex’s other Property ranking third behind the security interests of HSBC Bank Canada (“**HSBC**”) and Waygar Capital Inc. (“**Waygar**”), as discussed in greater detail below.

21. The EDC Credit Agreement provided that:
- (a) the EDC Loan would be made available to Antamex by way of a multiple draw term facility;
 - (b) interest would accrue on the principal amount of the EDC Loan at the US Prime Rate (as defined in the EDC Credit Agreement) plus 2.75% per year; and
 - (c) the EDC Loan would be repaid in 84 consecutive monthly installments in accordance with the terms of the EDC Credit Agreement.
22. Copies of the Original Credit Agreement, First Amendment, Second Amendment, and Third Amendment are attached as **Exhibits “H”, “I”, “J”, and “K”,** respectively.

(ii) The EDC GSA, EDC Guarantee, and EDC US GSA

23. As security for the payment of the Indebtedness, Antamex executed a general security agreement dated as of November 5, 2021 in favour of EDC (the “**EDC GSA**”). Pursuant to the EDC GSA, Antamex granted to EDC a continuing security interest in all of Antamex’s present and after-acquired personal property as general and continuing security for the prompt and

complete payment and performance of all obligations, indebtedness, and liabilities of Antamex to EDC under the EDC Credit Agreement. A copy of the EDC GSA is attached as **Exhibit “L”**.

24. EDC’s security interests created by the EDC GSA are perfected by registrations under the Ontario PPSA and the BC PPSA. Copies of the Ontario Personal Property Security Registration System search results (currency date February 5, 2024) and the British Columbia Personal Property Registry search results (currency date February 6, 2024) (collectively, the **“PPSA Registrations”**) disclosing financing statements registered against Antamex in favour of EDC are attached as **Exhibits “M”** and **“N”**, respectively.

25. In addition, to the foregoing, Antamex also executed a security agreement dated as of November 5, 2021 in favour of EDC that is governed by the law of the State of New York (the **“EDC US GSA”**) in which Antamex, among other things, granted to EDC a continuing security interest in the personal property described therein as security for the payment and performance of all obligations, indebtedness, and liabilities of Antamex to EDC. A copy of the EDC US GSA is attached as **Exhibit “O”**.

26. EDC’s security interests created by the EDC US GSA are perfected by registrations under the UCC registry in Washington, DC. A copy of the UCC filing dated December 17, 2021 and bearing document number 2021164178 is attached as **Exhibit “P”**.

27. As an additional assurance, Naverra (then Solar Seal Architectural LLC) executed a guarantee agreement dated as of December 17, 2021 (the **“EDC Guarantee”**) in favour of EDC, in which Naverra, among other things, unconditionally and irrevocably guaranteed the prompt and complete payment and performance of Antamex’s obligation to EDC to repay the Indebtedness. A copy of the EDC Guarantee is attached as **Exhibit “Q”**.

28. Together, the EDC Credit Agreement, EDC GSA, EDC US GSA, and EDC Guarantee are referred to collectively as the “**EDC Loan Documents**”.

D. Antamex Leased the Financed Equipment to Naverra

29. As noted above, the purpose of the EDC Loan was to finance the purchase of certain glass production equipment for use by Naverra at the Norwich Glass Plant. While alternative structures were discussed among the parties, EDC, Antamex, and Naverra ultimately agreed that the EDC Loan would be made to Antamex for the purchase of the equipment, and that Antamex would, in turn, lease the equipment to Naverra for use at the Norwich Glass Plant.

30. Antamex has provided EDC with a copy of an equipment lease agreement dated as of December 1, 2022 (the “**Antamex Equipment Lease**”) by which Antamex, as lessor, leased to Naverra, as lessee, certain equipment (the “**Leased Equipment**”) identified in the Antamex Equipment Lease pursuant to the terms thereof. The Antamex Equipment Lease also provided that Antamex would remain the owner of the Leased Equipment during the term of the lease. A copy of the Antamex Equipment Lease is attached as **Exhibit “R”**.

31. Antamex’s interest in the Leased Equipment is registered under the UCC registry in Connecticut and Delaware against Naverra. Copies of the Connecticut UCC filing dated July 11, 2023 and bearing document number 0005153315 and the Delaware UCC filing dated August 25, 2023 and bearing document number 2023 5833735 are attached as **Exhibits “S”** and **“T”**, respectively.

32. I understand from my discussions with Antamex that the Leased Equipment includes the EDC Priority Collateral which Antamex purchased using the proceeds of the EDC Loan. These facts are disputed by certain stakeholders in the US and elsewhere who have asserted

various, competing interests in the Leased Equipment and who may contest Antamex's claim of ownership on the basis of certain purchase orders from "Solar Seal" to one or more manufacturers.

33. Antamex has confirmed to EDC on a number of occasions that this was inadvertent and that Antamex is the sole owner of the Leased Equipment subject to the Antamex Equipment Lease. For example, Ryan Spurgeon, President of Antamex, confirmed this to me in an email dated January 16, 2024, attached as **Exhibit "U"**. In that email, Mr. Spurgeon also confirmed that certain purchase orders relating to the equipment were addressed to "Solar Seal", but that this was nothing more than a typographical error.

E. The Landlord Agreement

34. Naverra leased the Norwich Glass Plant from Norwich 40 TGCI LLC (the "**Landlord**") pursuant to a lease agreement dated as of October 15, 2021 (the "**Norwich Lease**"). Because the EDC Priority Collateral was to be installed and used at the Norwich Glass Plant, EDC, Naverra, and the Landlord entered into a landlord's agreement dated as of December 17, 2021 (the "**Landlord Agreement**") in which the Landlord agreed, among other things, that until such time as the Indebtedness was paid in full, it would not assert against the EDC Priority Collateral any security interest or statutory or possessory liens, including, without limitation, rights of levy or distraint for rent, all of which the Landlord thereby waived. A copy of the Landlord Agreement is attached as **Exhibit "V"**.

F. Other Secured Creditors of Antamex

35. The secured creditors of Antamex and relevant PPSA registrants are set forth below, all of whom will be provided with notice of this application.

(i) HSBC Bank Canada

36. HSBC is a foreign subsidiary bank under the *Bank Act* (Canada). HSBC has made certain credit facilities available to 256 Victoria under the HSBC Loan Documents secured by, among other things, a charge on the Alliston Facility. As noted above, 256 Victoria's obligations under the HSBC Credit Agreement are guaranteed by Antamex on a secured basis. The respective security interests and rights of HSBC and EDC in respect of the Property are set forth in the HSBC Subordination (defined below).

37. Pursuant to credit facility letter dated as of March 29, 2021 among HSBC as lender, 256 Victoria as borrower, and Antamex as guarantor, as amended by a credit facility letter dated as of July 12, 2022 (the "**HSBC Credit Agreement**"), HSBC made certain loans to 256 Victoria by way of an operating revolving loan facility, repayable on demand, to assist in financing the day-to-day operational requirements of 256 Victoria and Antamex (the "**HSBC Loan**").

38. From my discussions with representatives of HSBC and my review of certain documents relating to the HSBC Loan, I understand that:

- (a) 256 Victoria is indebted to HSBC in the total aggregate amount of approximately CAD \$7,025,000;
- (b) Antamex executed a guarantee agreement in favour of HSBC (the "**HSBC Guarantee**"), in which Antamex, among other things, guaranteed the payment and performance of 256 Victoria's obligations to HSBC under the HSBC Credit Agreement;
- (c) Antamex executed a general security agreement in favour of HSBC (the "**HSBC GSA**") whereby Antamex granted HSBC a first-ranking security interest in all of

Antamex's present and after-acquired personal property as security for payment and performance of Antamex's obligations to HSBC under the HSBC Guarantee (subject to the HSBC Subordination Agreement, defined below); and

(d) HSBC has not made demand on the HSBC Guarantee.

39. HSBC's security interests created by the HSBC GSA appear to be perfected by registrations under the Ontario PPSA and the BC PPSA as disclosed in the PPSA Registrations.

40. In connection with the EDC Credit Agreement, HSBC and EDC entered into a subordination agreement dated as of November 5, 2021 (the "**HSBC Subordination Agreement**"). Pursuant to the HSBC Subordination Agreement, HSBC subordinated its security interests in the EDC Priority Collateral to those of EDC. HSBC's security interests created by the HSBC GSA were otherwise unaffected by the HSBC Subordination Agreement. A copy of the HSBC Subordination Agreement is attached as **Exhibit "W"**.

(ii) Waygar Capital Inc.

41. At the time the EDC Loan Documents were entered into, Waygar maintained financing statements registered under the Ontario PPSA and BC PPSA. Waygar and EDC entered into a subordination agreement dated as of December 17, 2021 (the "**Waygar Subordination Agreement**"). Pursuant to the Waygar Subordination Agreement, Waygar subordinated its security interests in the EDC Priority Collateral to those of EDC. Waygar's security interests were otherwise unaffected by the Waygar Subordination Agreement.

42. To the best of EDC's knowledge, Antamex is not indebted to Waygar. In addition, Waygar's financing statements have either expired or been deleted, and they no longer appear on

the PPSA Registrations. A copy of the Waygar Subordination Agreement is attached as **Exhibit “X”**.

(iii) O3 Industries LLC

43. O3 Industries LLC (“**O3**”) is a registered secured creditor of Antamex in Ontario and British Columbia. At the time the EDC Loan Documents were entered into, O3, Antamex, and EDC entered into a postponement and subordination agreement dated as of November 5, 2021 (the “**O3 Subordination Agreement**”). Pursuant to the O3 Subordination Agreement, O3, among other things: (a) subordinated any and all existing and future indebtedness of Antamex to O3 to any and all existing and future indebtedness of Antamex to EDC; and (b) agreed that the payment by Antamex of such indebtedness to O3 would be postponed to the prior payment and satisfaction in full of any and all existing and future indebtedness of Antamex to EDC, pursuant to the terms of the O3 Subordination Agreement.

44. A copy of the O3 Subordination Agreement is attached as **Exhibit “Y”**.

(iv) Bercon Rentals Inc.

45. The PPSA Registrations disclose financing statements registered against Antamex in favour of Bercon Rentals Inc. (“**Bercon**”) concerning various lease agreements. Bercon has executed an estoppel certificate dated as of December 13, 2021 in favour of EDC (the “**Bercon Estoppel Certificate**”) in respect of one such financing statement registered pursuant to the Ontario PPSA. A copy of the Bercon Estoppel Certificate is attached as **Exhibit “Z”**.

(v) Other PPSA Registrants

46. The PPSA Registrations also disclose financing statements registered against Antamex in favour of the following parties (with the jurisdiction(s) noted in parentheses):

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- (a) Tip Fleet Services Canada Ltd. (Ontario);
- (b) CWB National Leasing Inc. (Ontario);
- (c) Great Lakes Truck Leasing and Service Ltd (Ontario);
- (d) Deutsche Leasing Canada, Corp. (Ontario); and
- (e) Canadian Imperial Bank of Commerce (“**CIBC**”) (British Columbia).

47. The CIBC registration appears to be in respect of a GIC account in the original principal amount of \$35,000. The registrations by the other four (4) parties appear to be in respect of specific pieces of machinery and equipment and do not appear to affect Antamex’s personal property generally.

G. Demand Letter and 244 Notice

48. On January 10, 2024, EDC’s external legal counsel, Fasken Martineau DuMoulin LLP (“**Fasken**”), issued a letter to Antamex on behalf of EDC outlining Antamex’s defaults under the EDC Loan Documents and demanding repayment of the Indebtedness (the “**EDC Demand Letter**”). The EDC Demand Letter attached the 244 Notice notifying Antamex that EDC intended to enforce the security interests created by the EDC GSA and commencing the ten (10) day notice period for said enforcement. A copy of the EDC Demand Letter attaching the 244 Notice is attached as **Exhibit “AA”**.

49. Notwithstanding the delivery of the Demand Letter and 244 Notice, Antamex has not repaid its Indebtedness under the EDC Loan Documents.

50. As of the date of swearing this affidavit, EDC has not made demand on Naverra under the EDC Guarantee.

H. Antamex's Defaults

51. As set forth in the Demand Letter and discussed in further detail below, Antamex is in default of its obligations to EDC under the EDC Loan Documents for the following reasons:

- (a) Antamex caused or permitted Naverra—its affiliate, supplier, and the guarantor under the EDC Guarantee—to cease all or a substantial part of its business operations without the prior written consent of EDC and to default on its obligations under the Norwich Lease resulting in Naverra's eviction from the Norwich Glass Plant where some or all of the EDC Priority Collateral is located; and
- (b) Antamex failed to deliver to EDC copies of its financial statements by June 30, 2023 in accordance with the Third Amendment to the EDC Credit Agreement.

(i) Naverra Ceased Operations and Abandoned the Norwich Glass Plant

52. Antamex relies on Naverra both as a supplier of architectural glass products and as the guarantor under the EDC Guarantee. Naverra is also the lessee of the Leased Equipment under the terms of the Antamex Equipment Lease.

53. On June 27, 2023, the Landlord commenced eviction proceedings in the Connecticut Superior Court in Norwich, Connecticut (the "**Connecticut Court**") bearing court file number KNO-CV-23-6109091 (the "**Norwich Proceedings**") alleging violations of the Norwich Lease by Naverra, including non-payment of rents and failure to replenish a security deposit. By its decision rendered on November 9, 2023 (the "**Norwich Judgment**"), the Connecticut Court

found that Naverra was in default of its obligations under the Norwich Lease and granted judgment to the Landlord for the immediate possession of the Norwich Glass Plant plus legal costs. A copy of the Norwich Judgment is attached as **Exhibit “BB”**.

54. Without notice or explanation to EDC, between the commencement date of the Norwich Proceedings and the date of the Norwich Judgment, Naverra shut down its operations at the Norwich Glass Plant, abandoning the premises and laying off all or part of its workforce.

55. On or around January 3, 2024, the Landlord retook possession the Norwich Glass Plant, changing the locks and blocking all access to the equipment located there, including the EDC Priority Collateral. A copy of the Summary Process Execution for Possession (Eviction) issued January 3, 2024 by the Connecticut Court is attached as **Exhibit “CC”**.

56. By a letter from its lawyers of January 11, 2024, the Landlord notified EDC that the Norwich Lease had been terminated and demanded removal of the EDC Priority Collateral. As discussed further below, discussions between EDC, the Landlord, Antamex, and Naverra regarding the sale or removal of the EDC Priority Collateral and other equipment located at the Norwich Glass Plant remain ongoing. A copy of the letter from the Landlord’s lawyers dated January 11, 2024 is attached as **Exhibit “DD”**.

57. The Landlord Action remains active, with Norwich and Naverra scheduled to appear before a Housing Mediator of the Connecticut Court on February 15, 2024. A copy of the notice related to that appearance issued January 31, 2024 is attached as **Exhibit “EE”**. EDC currently has no knowledge of what occurred at this appearance or whether any representative of Naverra attended.

58. These events concerning Naverra and the Norwich Glass Plant have had a materially adverse effect on Antamex's operations and Naverra's ability to honour the EDC Guarantee and constitute an event of default under the EDC Loan Documents. EDC believes that Naverra's conduct as described herein has imperiled EDC's interest in the Leased Equipment. Without the timely appointment of a Receiver, EDC believes that its security position will continue to deteriorate.

(ii) Antamex Failed to Deliver Financial Statements

59. Pursuant to the Third Amendment to the EDC Credit Agreement, Antamex was required to deliver to EDC, within 45 days of the six (6) month period ended June 30, 2023, a copy of its internally prepared financial statements for such period with a compliance certificate for such period in the prescribed form reflecting the twelve (12) month rolling Debt Service Coverage Ratio (as defined therein) as of June 30, 2023.

60. Antamex provided certain financial records to EDC near the end of January 2024. The financial records that Antamex produced would not have satisfied the reporting covenant, and they indicated that Antamex had breached the Debt Service Coverage Ratio covenant in any event.

I. Antamex's Canadian Operations and Financial Difficulties

61. The goal of this application is to appoint an independent court officer to take possession of the Property and manage Antamex's business while it markets and sells all or part the Property for the benefit of all stakeholders. From my discussions with Antamex and Naverra, I understand that they have engaged in certain efforts to market and sell all or part of the Property which have not resulted in a viable transaction. Specifically:

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- (a) Antamex and Naverra canvassed their contacts in the glass fabrication industry to find a buyer to purchase the equipment located at the Norwich Glass Plant and, possibly, to enter into a new lease with the Landlord. To EDC's knowledge, these efforts resulted in one potential buyer submitting a draft, non-binding letter of intent on or around December 12, 2023. EDC reviewed the letter and advised Antamex that it would not support the proposed transaction because, among other reasons, the letter provided that the purchase price would be paid over the course of nearly 10 years and required Antamex to incur significant obligations and liabilities, the value of which far exceed the purchase price. Antamex ultimately chose not to pursue the transaction and has since been in discussions with EDC with a view toward reaching an agreement with the Landlord and other alleged stakeholders to market and sell the equipment at the Norwich Glass Plant.
- (b) On January 30, 2024, Antamex produced to EDC a non-binding letter of intent from a prospective buyer providing for the purchase of the shares of Antamex and 256 Victoria. The proposed transaction was subject to a 90-day diligence period and, in EDC's view, did not reflect the fair value of the Property. On February 16, 2024, Antamex provided a "formal letter of intent" from the same prospective buyer—the 'formal' letter is non-binding, proposes the same purchase price, and is subject to financing and a 30-day diligence period. As of the date hereof, the prospective buyer has not produced a binding letter of intent. In EDC's view, the second letter did not present any material improvement over the first. At present, EDC understands that Antamex does not have the liquidity to pursue a transaction with

the potential buyer, nor would EDC support that transaction given the proposed purchase price.

62. Near the end of January 2024, Antamex advised EDC that it did not have sufficient liquidity to continue its operations beyond the end of February 2024 and also advised that it did not have funds to pay its external legal counsel. Antamex's emails to me in this regard, both dated January 31, 2024, are attached as **Exhibit "FF"**.

63. Antamex advised EDC that it canvassed at least 33 lenders with the assistance of two financial advisors in an effort to obtain additional funding. As of the date hereof, EDC understands that Antamex's efforts in this regard have failed, and that Antamex has no prospect of obtaining any additional funding.

64. Despite its continuing defaults and failure to pay the Indebtedness in full, Antamex continues to make its scheduled, ordinary course payments in accordance with the EDC Loan Documents. Based on the information provided to Antamex by EDC, Antamex will not be able to continue these payments beyond the end of March 2024.

J. Appointment of the Receiver is Appropriate

65. As set forth above, Antamex is in default of its obligations to EDC under the EDC Loan Documents. As of the date of the swearing this affidavit, Antamex has not cured such defaults and has failed or refused to pay the Indebtedness.

66. EDC has considered the enforcement remedies available to it and has formed the view that the appointment of the Receiver by this Court is an expedient and appropriate remedy to preserve and realize the value of the Property. The basis for EDC's decision is as follows:

- (a) Antamex has advised that it will soon run out of liquidity which will likely eliminate the prospect of a going concern sale and erode the value of the Property.
- (b) EDC is of the view that a court-supervised sale or other realization process will result in more value for all stakeholders than any opportunity available to Antamex at this time, irrespective of whether such sale process results in a going concern sale or liquidation of the Property.
- (c) The Property is encumbered by the registered interests of multiple secured parties, some of whom may be related to Antamex. EDC is of the view that it would be beneficial to all parties for the Property to be sold in a transparent, court-supervised process.
- (d) EDC remains in discussions with the Landlord and the other US stakeholders, all of whom allege various interests in the EDC Priority Collateral and other equipment in the Norwich Glass Plant. While EDC hopes to arrive at an agreement providing for the sale of all such equipment, the parties have yet to reach a consensus and litigation remains probable. EDC is aware of at least two civil lawsuits commenced against Naverra in the US for amounts allegedly owing for equipment purchased for use at the Norwich Glass Plant.
- (e) Antamex has advised EDC that it does not have sufficient funds to retain counsel and, in EDC's view, Antamex does not have the resources or wherewithal to protect its ownership interest in the Leased Equipment located at the Norwich Glass Plant. EDC believes that the appointment of a Receiver is necessary to preserve the equipment and the receivership proceeding may provide an efficient forum for

EDC, the Landlord and other stakeholders to determine the proper ownership of the equipment.

67. In EDC's view, the timely appointment of the Receiver is necessary to address Antamex's deteriorating cash position and the likelihood of litigation in the US in respect of the Leased Equipment. Should the Receivership Order be granted, it may be necessary to seek recognition of these receivership proceedings pursuant to chapter 15 of the US Bankruptcy Code in order to give effect to any sale or determination made in these proceedings. This will be a matter for the Receiver to consider, if appointed.

68. The EDC GSA provides, among other things, that upon the occurrence of an event of default, EDC is entitled to commence proceedings and seek the appointment of a receiver of the Property, or any part thereof. The EDC Credit Agreement and EDC GSA are governed by the laws of the Province of Ontario and Antamex has agreed to submit to the jurisdiction of the Ontario courts in respect thereof.

69. EDC has issued the 244 Notice and the notice period thereunder has elapsed. EDC is entitled to enforce its rights and remedies under the EDC Loan Documents, which include, without limitation, the appointment of a receiver.

70. Deloitte has consented to its appointment as Receiver. A copy of Deloitte's written consent is attached as **Exhibit "GG"**.

71. The order sought in this application also empowers the Receiver, if appointed, to borrow funds on a priority basis under receiver's certificates, on the usual terms, to fund the costs of the receivership. It is anticipated that the marketing and sale of the Property will take some time,

and that expenditures will be required in the interim for which the Receiver will likely not have sufficient funds at its disposal.

SWORN REMOTELY BY Adam Smith of the Town of Oakville, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on February 21, 2024, in accordance with O. Reg. 431.20, Administering Oath or Declaration Remotely

DocuSigned by:
Montana Licari
AB05A91538BF496...

DocuSigned by:
Adam Smith
A51ABA2E1C32479...

MONTANA LICARI

ADAM SMITH

Commissioner for Taking Affidavits, etc.

EXHIBIT B



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00715153-00CL

DATE: February 27, 2024

NO. ON LIST: 2

TITLE OF PROCEEDING: EXPORT DEVELOPMENT CANADA v. ANTAMEX INDUSTRIES ULC

BEFORE: JUSTICE BLACK

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
BROTMAN, STUART STEPHENSON, MITCH	EXPORT DEVELOPMENT CANADA	sbrotman@fasken.com mstephenson@fasken.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
ROSTOM, WAEL SPURGEON, RYAN	ANTAMEX INDUSTRIES ULC	wael.rostom@mcmillan.ca rspurgeon@antamex.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
SALMAS, JOHN	HSBC BANK CANADA	john.salmas@dentons.com
PUNZO, ANDREW MACLELLAN, JAMES	EULER HERMES ALLIANZ TRADE	apunzo@blg.com jmaclellan@blg.com
ROGERS, LINC	DELOITTE RESTRUCTURING INC	Link.rogers@blakes.com
BANBROUGH, DENISE	AVIVA NATIONWIDE	dbambrough@blg.com
CHRIS BESANT BONIS CHARANCLE	THIRD PARTY	cbesant@grllp.com nbonischarancle@grllp.com

ENDORSEMENT OF JUSTICE BLACK:

- [1] This matter was scheduled for the applicant Export Development Canada (“EDC”)’s application to appoint Deloitte Restructuring Inc. (“Deloitte”) as receiver, without security, of all present and future assets, undertakings and properties of Antamex Industries ULC (“Antamex”).
- [2] Antamex is a British Columbia corporation with its principal place of operations in Concord, Ontario. It is in the business of designing, manufacturing and installing custom modular glass facades for multi-story buildings, and does so, including currently, at a number of projects throughout North America.
- [3] EDC made a loan (the “EDC Loan”) to Antamex to finance the purchase of certain glass production equipment (the “EDC collateral”) to be leased to and used by Naverra LLC (“Naverra”), a Delaware company. Naverra, in addition to being a supplier to Antamex of architectural glass products, is also a guarantor of Antamex’s obligations under the EDC Loan. The EDC Loan is also secured by a general security agreement (the “EDC GSA”). EDC’s security encompasses a full array of Antamex’s assets (i.e. it is not limited to the EDC Collateral).
- [4] The EDC Collateral equipment purchased by Antamex with the proceeds of the EDC Loan was leased and used by Naverra at the Norwich Glass Plant in Norwich, Connecticut.
- [5] In June of 2023, in circumstances in which Naverra was apparently defaulting on rent payments (and other obligations) the landlord at the Norwich Glass Plant premises (the “Landlord”) commenced eviction proceedings and, in November of 2023, obtained judgment for immediate possession of those premises.
- [6] By November of 2023 when the Landlord obtained that judgment, Naverra had shut down its operations, abandoned the Norwich Glass Plant premises, and laid off all or most of its workforce. The Landlord “changed the locks” in early January of 2024, blocking access to the premises and to the EDC Collateral that was the subject of the lease from EDC to Naverra.
- [7] EDC says that the events concerning Naverra and the Norwich Glass Plant had a materially adverse effect on Antamex’s operations and Naverra’s ability to honour its guarantee. They also constituted an event of default under the EDC Loan. EDC asserts that the consequences of Naverra’s conduct imperil its ability to collect the EDC Loan, and its interest in the EDC Collateral, and that its security position will continue to deteriorate.
- [8] On January 10, 2024, EDC issued a demand letter notifying Antamex of the defaults under the EDC Loan, and demanding payment in full of its indebtedness. EDC also issued on that day a Notice of Intention to Enforce a Security (the s. 244 Notice). The 10-day notice period under the BIA has expired, and Antamex has not to date repaid the indebtedness owing to EDC, which as of February 20, 2024 totaled USD \$10,462,962.93, and continues to accrue interest.

- [9] The EDC GSA provides that on the occurrence of an event of default, EDC is entitled to commence proceedings and to seek the appointment of a receiver.
- [10] EDC asserts that the appointment of a receiver is expedient and appropriate in the circumstances, in that Antamex will soon exhaust its liquid assets, thereby potentially eliminating the prospect of a going-concern sale and further eroding the value of the business and its property. It also argues that a court-supervised sale process will result in more value for all stakeholders, and that because there are competing claims to Antamex's property, and multiple secured parties, a transparent Court-supervised process would be to the benefit of all concerned.
- [11] In the materials it originally uploaded in connection with this application to appoint Deloitte as receiver, EDC says that near the end of January of 2024, Antamex advised EDC that it did not have sufficient liquidity to continue its operations beyond the end of February 2024 and also advised that it did not have funds to pay its external legal counsel.
- [12] In a supplementary application record filed on the eve of the application, however, EDC provided copies of an email exchange between EDC's counsel and recently appointed counsel for Antamex. In that email exchange, Antamex requested a 2-week adjournment of the hearing of EDC's receivership application, inasmuch as Antamex had engaged in discussions with its sureties (in connection with bonds relative to various Antamex projects) (the "Sureties") regarding the possibility of those Sureties providing funding.
- [13] Antamex's counsel described that possibility as serious, and advised that the Sureties were committing extensive resources to evaluate and respond to Antamex's request, but he also advised that the Sureties would need two weeks to complete their review. He advised that the Sureties were very seriously considering funding Antamex, and that a receivership before that process was allowed to unfold would be detrimental to the going-concern prospects of the business and the completion of ongoing projects, and to Antamex's stakeholders.
- [14] Counsel and other representatives of the Sureties, Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company were in attendance at the hearing.
- [15] The email exchange about Antamex's request for a 2-week adjournment and about the evaluation by and possible financing from the Sureties took place on the Friday through Sunday (February 23-25) before the hearing of the application scheduled for Tuesday morning (February 27). It appears that the exchange likely continued up to the time of the hearing, but the materials, which had to be finalized and filed at a certain point, contain emails only through February 25.
- [16] On Monday (February 26), Antamex finalized a responding record, uploaded either Monday night or Tuesday morning, in which it noted, in an affidavit of its president Ryan Spurgeon, that an adjournment, if granted, would permit Antamex time to secure further funding for its work on several construction projects of the benefit of its stakeholders and without material prejudice to EDC.
- [17] Mr. Spurgeon also pointed out that Antamex has continued to make its scheduled, ordinary course payments in accordance with the EDC Loan, and currently has approximately CAD \$3 million in its accounts less about \$200,000.00 in outstanding cheques.

- [18] He deposed that the significant payments to be made over the next two weeks would be for employee payroll and statutory remittances, as well as critical payments to vendors. He suggested that, accordingly, a 2-week adjournment would cause no material prejudice to EDC. Antamex's counsel went further in his submissions, contending that these payments would have to be made in priority to other payments in any event (regardless of whether or not a receiver is put in place).
- [19] Mr. Spurgeon also deposed that, since being served with EDC's application record last week (on Thursday, February 22, 2024), Antamex had engaged (restructuring) counsel, and had turned to what it viewed as its last potential funding option, being the Sureties, who had a significant stake by virtue of bonding certain of Antamex's obligations under its various subcontracts relative to ongoing projects across North America.
- [20] He advised that each of the Sureties has material exposure under their respective bonds if Antamex's work is not complete. As a result, Mr. Spurgeon says, consistent with the contents of the email exchange between the parties over the weekend before the hearing of the application, the Sureties took Antamex's request very seriously, and immediately took steps to commit resources to evaluate and respond to the request.
- [21] He said that the Sureties had engaged a consultant to review relevant books and records, that Antamex had established a data room (and extensively populated it by the end of the day on Sunday, February 25, 2024), and that the Sureties had commenced their review at Antamex's offices.
- [22] Finally, he noted that Antamex has about 180 full-time employees on its payroll and 40 part-time unionized employees, and a payroll which in 2023 totaled over \$20 million. Mr. Spurgeon expressed the concern that a receivership, if granted, would put these jobs in jeopardy. He described other potential impacts, with respect to suppliers, customers, general contractors and project owners, if Antamex does not carry on as a going concern.
- [23] Counsel for the Sureties echoed and supported the submissions made on behalf of Antamex. In response to my questions, counsel maintained that the Sureties' review could not be completed in less than two weeks, and that discussions had been ongoing – interrupted by the hearing – on possible assurances and consideration potentially to be provided by the Sureties/Antamex to EDC to give comfort to EDC about the requested adjournment.
- [24] Counsel for the Landlord, Mr. Besant, also attended the hearing. He advised that the Landlord had just engaged him (it already has U.S. counsel acting for it in connection with the pre-existing eviction proceedings relative to the Norwich Glass Plant) such that he had not had an opportunity to file materials.
- [25] The Landlord's submissions walk a fine line. Mr. Besant emphasized that it already has a judgment in Connecticut which allows it to take possession of the EDC Collateral (and other equipment) and to sell that equipment if it sees fit. On the other hand, the Landlord is aware of EDC's asserted priority, would prefer to engage in discussions with EDC/Antamex about the current options, and would prefer a negotiated and orderly approach to the use or disposition of the equipment at issue.
- [26] In Antamex's submissions it had asserted that there was no risk to the EDC Collateral if it sits idle in the Norwich Glass Plant for the next two weeks, such that EDC's position relative to the EDC Collateral would not be prejudiced by a two-week adjournment.

- [27] The Landlord's position, as I perceive it, does not go quite that far. It may be that the Landlord would be content to wait for an additional brief period of time before taking any steps relative to the EDC Collateral, but, fairly, the Landlord wishes to engage in discussions with the parties to understand the options and the plan going forward.
- [28] In my view, the Landlord's position is in keeping with and reflective of the status of the matter generally when it came before me.
- [29] That is, my sense was that the discussions that had commenced between and among the key players here were incomplete at the time the hearing came on.
- [30] Only one hour had been booked for the hearing, which was significantly inadequate for me to hear the full positions of all stakeholders, and which suggests to me that, understandably, EDC was not expecting Antamex's last minute resort to the Sureties for potential financing, nor the interest and participation of the Sureties in the proceeding.
- [31] I should emphasize that this is in no way EDC's fault. It appears that, until EDC served its application on February 22, 2024, Antamex had not fully informed all stakeholders of the full extent of its predicament, nor the likelihood that EDC would take immediate steps to appoint a receiver.
- [32] EDC should not be prejudiced by Antamex's delay in alerting stakeholders to the extent of its peril.
- [33] On the other hand, I am concerned, assuming my perception is accurate, that in the flurry of activity between the service of the application and the hearing before me, the parties have not had a full opportunity to explore near term options.
- [34] In the circumstances, I am not yet prepared to order the receivership that EDC seeks.
- [35] However, I am also not prepared to simply adjourn the matter for two weeks.
- [36] As EDC points out, there is no guarantee, if a two-week adjournment is granted, that the Sureties will in fact provide the financing necessary to address EDC's position, or that they will decide to assist Antamex at all. That delay, without any assurance or consideration to EDC, is understandably untenable for EDC, and its concern that the necessary expenditures during that two-week period will erode Antamex's cash to the point of imperiling a going concern option is well taken. I also note EDC's submission that, whether or not I grant a receivership to the full extent it seeks, there should be no impediment to granting a receivership at least with respect to the EDC Collateral, and that given the uncertainty of the Landlord's position, the delay on that front may also undermine EDC's ability to recover or realize on that EDC Collateral.
- [37] I direct the parties to continue their discussions between now and Monday March 4, 2024. Those discussions should include ongoing communications among EDC, Antamex and the Sureties about what assurances and consideration can be provided to EDC to give it comfort about possibly extending the adjournment beyond March 4, 2024, and up to the full two weeks that Antamex seeks (which would extend the adjournment to March 12, 2024).

- [38] There should also be discussions with the Landlord, to allow the parties to understand the nature and extent of the Landlord's willingness to cooperate with respect to the EDC Collateral, and to allow the Landlord to understand what kind of orderly approach may be available relative to the EDC Collateral. In this regard I am taking Mr. Besant at his word, that the Landlord is prepared, so long as it is included in the discussions, to refrain from taking precipitous steps relative to the EDC Collateral.
- [39] In other words, I expect the current status quo to remain in place between now and March 4, 2024, to allow for the discussions described above to proceed in a slightly less frenetic way.
- [40] I direct EDC's counsel to report to me, in writing, by 1 p.m. on Monday March 4, 2024, as to the state of discussions by that time.
- [41] My hope is that EDC's counsel will be reporting an agreement or consensus as to next steps, and that the content of the written report will reflect that consensus. Of course, regardless, the report from EDC's counsel should be copied to all interested parties. The report should endeavor to advise me of the positions of the key stakeholders, including the Sureties and the Landlord.
- [42] In case there is no agreement, or incomplete agreement, I will allow counsel for Antamex to provide a response to EDC's counsel's report by 5 p.m. on that same day, March 4, 2024. Again, to the extent required, I will expect this response to advise of the positions of the Sureties and the Landlord. I do not wish to receive separate reports from stakeholders other than EDC and Antamex.
- [43] In the event that there remains substantial disagreement between and among the parties as of the end of the day on March 4, 2024, I will then make a decision as to where the matter goes from there, and in particular whether and to what extent there will be a receivership, and/or whether or not there will be an extension of the adjournment to March 12, 2024.
- [44] My sense is that there were more parties and counsel present than shown on the list at the top of this endorsement, and so I ask that counsel ensure that this endorsement is circulated to all interested parties.

February 27, 2024



Justice Black

EXHIBIT C

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

B E T W E E N :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

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

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

THIS APPLICATION made by the applicant, Export Development Canada (“**EDC**”), for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of the respondent, Antamex Industries ULC (the “**Debtor**”) acquired for, or used in relation to a

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

ON READING the affidavit of Adam Smith sworn February 21, 2024 and the Exhibits thereto (the “**Smith Affidavit**”), the affidavit of Connie Deng sworn February 26, 2024 and the Exhibits thereto, the report of counsel for EDC dated March 4, 2024 and the attachments thereto, the report of counsel for the Debtor and counsel for Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “**Sureties**”) dated March 4, 2024 and the attachments thereto, and on hearing the submissions of counsel for EDC, counsel for the proposed Receiver, counsel for Norwich 40 TGCI LLC (the “**Landlord**”), and counsel for the Sureties and such other parties listed on the participant information form, no one else appearing although duly served as appears from the Lawyer’s Certificates of Service of Montana Licari dated February 22 and February 26, 2024, and on reading the consent of Deloitte to act as the Receiver, filed,

SERVICE & DEFINITIONS

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

APPOINTMENT

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

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER’S LIABILITY

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

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

FOREIGN REPRESENTATIVE

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

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

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

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

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

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

35. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:41 pm (Toronto time) on the date of this Order, and this Order shall be immediately enforceable at such time and thereafter without the need for entry and filing.



Justice W.D. Black

SCHEDULE "A"

See attached

Schedule "A"

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

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

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

Long Conveyor Table (50.5')	75,000.00
X Y Transfer Conveyor Table	38,000.00
Wide Conveyor Table	64,000.00
Tilting Table Conveyor	40,000.00
Furnace Conveyor	27,500.00
1 Main Breaker	348,750.00
Project Management, On-Site supervision, Site Services	58,450.00
Demolition, Excavation, Backfilling, Trench drain, Modifications	131,429.00
Concrete- Forming, Reinforcement, Supply & Placing, Finishing	94,233.00
Masonry wall reconstruction and infill	7,726.00
Structural Steel Modifications, Handrails & Pit Ladders, siding repairs	69,055.00
Supply and Install of Overhead Doors	23,289.00
Allowance for temporary Overhead doors	4,500.00
Allowance for block wall painting	1,500.00
Allowance for removal & Re-Installation of lights	4,000.00
Osprey 10 Distortion and Flatness Inspection System for 110 inch glass	113,600.00
Office Furniture	30,346.52
BDS60 Used Compressor	12,000.00
Sullair L5-12 Compressor	12,000.00
660-Gallon Vertical ASME Certified Air Receiver -150 MWP	4,823.50
Beko Premium Refrigerated Air Dryer - 400 cfm	6,245.00
WPG 500 LB. CAPACITY 4-CUP VACUUM LIFTER, 1 TON CAPACITY UNDERHUNG BRIDGE CRANE, ELECTRIC CHAIN HOIST x3	42,152.55
IGE GLASS TECHNOLOGIES AUTOMATED FURNACE ROLL CLEANER	38,320.50
WPG 1,000 LB. CAPACITY 4-CUP VACUUM LIFTER, 1TON CAPACITY UNDER HUNG BRIDGE CRANE, ELECTRIC CHAIN HOIST x2	28,101.70
(8) A-FRAME VERTICAL STORAGE/TRANSPORT CARTS	22,353.63
(6) A-FRAME VERTICAL STORAGE/TRANSPORT CARTS	19,160.25
WOODS POWER GRIP CO. 1,000 LB. CAPACITY 8-CUP VACUUM LIFTER, 1 TON CAPACITY UNDERHUNG BRIDGE CRANE, ELECTRIC CHAIN HOIST	14,050.85
SPARKLIKE HANDHELD ARGON DETECTION INSTRUMENT	14,050.85
YALE TUGGER MODEL MTR005LEN24T, 24 V, W/ BATTERY, TRUCK WT. W/ BATTERY APPROX. 2,290 LBS., FAIL TO CHARGE x4	12,773.52
THINLIGHT TECHNOLOGIES GLASS INSPECTION STATION	6,386.75
CLUB CAR ELECTRIC GOLF CART, 48 V, CARGO BED & CHARGER	5,109.40
(4) BARRELS OF KODISPACE 45G	5,109.40
WORKHORSE 24 V BATTERY CHARGER, MODEL 12R0540E3D, 208, 240, 480V, 3-PHASE x4	5,109.40
ROCK RIVER 6-DRAWER TOOL CABINET, INCLUDES ANY CONTENT INSIDE TOOL CABINET x4	4,598.48
SAFETY-KLEEN SOLVENT AGITATING PARTS WASHER, MODEL 8	4,470.73
THINLIGHT TECHNOLOGIES GLASS INSPECTION STATION	6,386.75
KOBALT TOOL CABINET TOP/ BOTTOM BOXES, W/ CONTENT x2	3,832.06
SIGNODE STRAPPING CARTS x5	3,832.05
STRONGHOLD CABINET, W/ CONTENT	2,554.70
STEEL STOCK RACK, W/ CONTENT; CONDUIT, TUBE STOCK	1,916.03
DEWALT 9-DRAWER TOOL CABINET, POWER STRIP W/ USB PORTS, INCLUDES ANY CONTENT INSIDE TOOL CABINET x2	1,788.30
GEODORE PULLER SET	1,788.29
KOBALT DRWAER TOOL CABINET, W/ CONTENT x2	1,660.56
MILLER MILLERMATIC 251 WIRE WELDER, MIG GUN, GROUND LEAD, S/N LH010581B (GAS CYLINDER NOT INCLUDED)	1,596.69
YALE 2,500 KG CAPACITY PALLET JACKS x3	1,053.81
WESTWARD DRWAER TOOL CABINET, W/ CONTENT	1,021.88
Network Infrastructure for Connecticut Warehouse	48,710.68
I-Beams and Running Rails	199,545.00
Busetti Double Edging Line F10	894,080.00
S02 Gas Cabinet	17,986.00
Condensate Treatment KCF-100System	1,255.00
Condensate Drain Automatic condensate drain AMD-6550	1,123.00
Inspection of Main compressed air loop	2,350.00
Installation of compressor area	9,400.00
Start up of equipment in compressor area	1,230.00
Boge 5111-4LF N Rotary Screw Air Compressor	74,545.00
Donaldson DS0530 Oil water Separator	1,728.90
Mikropor MK-US-550 Refrigerated Air Dryer with Integral Pre and Post Filters	9,592.00
660 Gallon Vertical Air Receiver	8,670.00
Verkada, Inc. AC41-HW AC41 4 Door Controller x4	5,116.80
Verkada, Inc. ACC-MNT-7 Verkada Angle Mount Kit x6	715.20
Verkada AD31-HW AD31 Multi-Format Card Reader x14	3,348.80
Verkada CF81-30E-HW Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 30 Days Of Storage x6	9,595.20
Materials for Blower room drywall 104 Linear FT	10,000.00
Additional Materials from Teams Chat	3,365.30
Labor and Equipment to assist in Rigging and relocating one 7k lb heater and offload Heat Soke components	16,550.00
Piping Upgrades	9,850.00
Zebra 110 Xi111 Plus 300 DPI Label Printer Config	999.99
Zebra 110 Xi111 Plus Thermal Transfer Label Printer 300dpi Cutter LAN USB Serial	598.50
L-336558-AX Valve	621.38
L-336424-AX Valve	559.81
L-336424-AX Valve x2	1,242.76
L-336424-AX Valve	559.81
L-336424-AX Valve	559.81
L-336424-AX Valve	559.81
Misc	52,064.47
Total USD Amount	16,892,929.32
Total CND Amount	22,805,454.58

SCHEDULE “B”

RECEIVER CERTIFICATE

CERTIFICATE NO. [●]

AMOUNT \$[●]

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

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

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

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

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

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

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

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

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

DATED the [●] day of [●], 2024.

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

Per: _____

Name:

Title:

EXPORT DEVELOPMENT CANADA

-and- **ANTAMEX INDUSTRIES ULC**
Applicant

Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at
Toronto

ORDER
(Appointing Receiver Over US Property Only)

FASKEN MARTINEAU DuMOULIN LLP

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Lawyers for the Applicant

EXHIBIT D



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 13TH
)
JUSTICE BLACK) DAY OF MARCH, 2024
)

B E T W E E N :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

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

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

THIS APPLICATION made by the applicant, Export Development Canada (“**EDC**”), for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of the respondent, Antamex Industries ULC (the “**Debtor**”) acquired for, or used

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

ON READING the affidavit of Adam Smith sworn February 21, 2024 and the Exhibits thereto (the “**Smith Affidavit**”), the affidavit of Connie Deng sworn February 26, 2024 and the Exhibits thereto, the report of counsel for EDC dated March 4, 2024 and the attachments thereto, the report of counsel for the Debtor and counsel for Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “**Sureties**”) dated March 4, 2024 and the attachments thereto, the affidavit of John Tangney sworn March 11, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for EDC, counsel for the proposed Receiver, counsel for Norwich 40 TGCI LLC (the “**Landlord**”), counsel for the Sureties, counsel for Suffolk Construction Company, Inc., and such other parties listed on the participant information form, no one else appearing although duly served as appears from the Lawyer’s Certificates of Service of Montana Licari dated February 22 and February 26, 2024, and on reading the consent of Deloitte to act as the Receiver, filed,

SERVICE

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

APPOINTMENT

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

RECEIVER’S POWERS

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER’S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

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


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

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

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

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

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



Justice W.D. Black

SCHEDULE "A"**RECEIVER CERTIFICATE**

CERTIFICATE NO. [●]

AMOUNT \$[●]

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc. ("**Deloitte**"), the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Antamex Industries ULC (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the [●] day of [●], 2024 (the "**Order**") made in an application having Court file number CV-23-_____00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$[●], being part of the total principal sum of \$[●] which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the [●] day of [●], 2024.

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

Per: _____

Name:

Title:

EXPORT DEVELOPMENT CANADA

-and-
Applicant

ANTAMEX INDUSTRIES ULC

Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
Toronto

**ORDER
(Appointing Receiver)**

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

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Tel. 416 868 3450

Lawyers for the Applicant

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

In re:

Antamex Industries ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

**DECLARATION OF LINC ROGERS IN SUPPORT OF VERIFIED PETITION FOR (I)
RECOGNITION OF CANADIAN PROCEEDING AS FOREIGN MAIN PROCEEDING,
(II) RECOGNITION OF FOREIGN REPRESENTATIVE, AND (III) RELATED RELIEF
UNDER CHAPTER 15 OF THE BANKRUPTCY CODE**

I, Linc Rogers, to the best of my information and belief, state as follows:

1. I am over the age of 18 and, if called upon, could testify to all matters set forth in this declaration based upon my own personal knowledge except for those portions specified as being otherwise.

2. I am a partner in the Restructuring and Insolvency Group in the Toronto office of the Canadian law firm of Blake, Cassels & Graydon LLP (“Blakes”). Blakes’ Toronto offices are located at Commerce Court West, 199 Bay Street, Suite 4000, Toronto, ON, Canada M5L1A9. Blakes is Canadian counsel to Deloitte Restructuring Inc. (“Deloitte”) in its capacity as receiver and manager (in such capacity, the “Receiver”) and duly authorized foreign representative (in such capacity, the “Foreign Representative”) for Antamex Industries ULC (the “Debtor”), whose receivership proceeding under the federal *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (as amended, the “BIA”) and provincial *Courts of Justice Act* (Ontario), R.S.O. 1990 c. C-43, s 101

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

(as amended, the “CJA”) is currently pending (the “Canadian Proceeding”) before the Ontario Superior Court of Justice (Commercial List) (the “Ontario Court”).

3. I submit this declaration (the “Declaration”) in support of the *Verified Petition of Foreign Representative for (I) Recognition of Canadian Proceeding as Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 3] filed contemporaneously herewith (the “Verified Petition”)² and the *Foreign Representative’s Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* [D.I. 5] (the “Provisional Relief Motion”) filed in this chapter 15 case on this day, in connection with the relief the Receiver, as the Foreign Representative, is requesting in this chapter 15 case and to aid the United States Bankruptcy Court for the District of Delaware (the “Court”) in understanding Canadian law regarding court-appointed receiverships.

4. If I were called upon to testify, I could and would testify competently to the statements set forth herein. The Foreign Representative has authorized me to submit this Declaration.

5. In this Declaration, after describing my background and qualifications, I provide a description of Canadian law and the practice relevant to this Court's consideration of the Verified Petition and Provisional Relief Motion.

6. In preparing this Declaration, I have reviewed (i) the Verified Petition, (ii) the Provisional Relief Motion, (iii) the documents submitted in this chapter 15 case and (iv) the relevant provisions of the BIA, the CJA and other relevant provisions of Canadian law that I consider relevant to this application.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Verified Petition.

Professional Background and Qualifications

7. I hold a Bachelor of Arts from the University of Alberta (Edmonton, Alberta), a Master of Arts in International Affairs from Carleton University (Ottawa, Ontario) and a law degree from the University of Ottawa (Ottawa, Ontario). I was admitted to the Ontario Bar in 2000.

8. Since being admitted to the Ontario Bar, I have practiced exclusively in the area of restructuring and insolvency law at Blakes. Accordingly, I have extensive experience advising debtor entities, lenders, creditors, court-appointed officers (including receivers), trustees, court-appointed monitors and acquirers of distressed businesses and assets in restructuring, insolvency and liquidation proceedings. I assist these parties in both domestic Canadian, and Canada/US cross-border, contexts.

9. Although I am not admitted to practice law in any jurisdiction in the United States, I have a general familiarity with United States bankruptcy law and practice. Recent Canada/US cross-border insolvency proceedings in which I have acted as lead Canadian counsel include DCL Corporation (counsel to debtor), Yellow Corporation (counsel to junior DIP lender), LTL Management LLC (counsel to debtor), Voyager Digital Limited (counsel to court-appointed Information Officer), and Biosteel Sports Nutrition Inc. (counsel to acquirer of certain assets of the debtor).

10. My expertise in Canadian restructuring and insolvency law has been recognized by different publications and legal ranking services, including, *Chambers Global — The World's Leading Lawyers for Business*, *Chambers Canada — Canada's Leading Lawyers for Business*, *The Canadian Legal Lexpert® Directory*, *IFLR1000 - The Guide to the World's Leading Financial Law Firms*, and *The Legal 500 Canada*.

11. I am also a member of the Insolvency Institute of Canada, an invitation-only association of Canada's most senior and accomplished insolvency professionals.

Statements of Canadian Law and Practice

A. Applying to Appoint a Receiver

12. An appropriate party may bring an application before a court of competent jurisdiction to have a receiver (or receiver and manager) appointed over the assets, business and undertakings of a debtor company or any part thereof. The court has authority to grant the application and appoint a receiver under various statutes, including the federal BIA (s. 243) or provincial Rules of Court found in all common law provinces (i.e. all Canadian provinces other than Quebec) such as the CJA (s. 101).

13. To qualify to bring an application under the BIA, the applicant must be a secured creditor of the debtor. There is no express requirement that the applicant be a secured creditor under the CJA (or similar Rules of Court in other provinces) but applying parties are typically secured creditors. It is common to seek the appointment of a receiver under both statutes concurrently.

14. The application seeking the receiver's appointment is to be served on the debtor company and is typically served on other creditors holding security interests in the debtor's property where the relief requested on appointment of the receiver is likely to affect such creditors' interest. The debtor and other parties in interest with notice of the application have the opportunity to respond to the application, and either oppose, support or provide views for the court's consideration. The amount of notice given of the hearing of the receivership application will vary, depending on the particular circumstances of the case. The court has the authority to validate "short service" in appropriate circumstances.

15. Generally, to appoint a receiver, the court has to be satisfied that it is “just and/or convenient” to do so. This test is informed by extensive case law.

B. Powers of Receiver

16. A receiver, or receiver and manager, may be granted the authority in the court order appointing it (typically referred to as an “appointment order”) to deal with a debtor company’s assets, including authority to operate and manage the debtor’s business in place of the existing management. The receiver can also be granted authority to shut down the business if the receiver concludes the continued operations will likely erode the recoveries for creditors or if there is insufficient funding to continue operations.

17. The receiver does not become the owner of the debtor company’s assets; however, the receiver may be granted the right (but not the obligation) in the appointment order to take possession and custody of the assets of the debtor and to sell them. Where a receiver does exercise this authority, it typically does so to the exclusion of all other parties.

18. The court appointment of a receiver is typically accompanied by a comprehensive stay of proceedings restraining creditor action against the debtor, the debtor’s property and the receiver, and providing a more stable platform for the realization to occur.

19. Following its appointment, the receiver may return to court to seek additional relief such as an order authorizing it to sell assets “free and clear” of liens and encumbrances to which the debtor company may be subject. The receiver may also seek advice and direction from the court, prior to undertaking any particular action.

C. Duties of Receiver

20. Court appointed receivers must be “licensed insolvency trustees” (“LITs”). LITs are typically financial professionals at accounting or financial advisory firms and are regulated by

the federal Office of the Superintendent of Bankruptcy. Section 257 of the BIA mandates that a receiver shall (a) act honestly and in good faith; and (b) deal with the property of the insolvent person or the bankrupt in a commercially reasonable manner.

21. A court-appointed receiver is not an agent or representative of the party that sought its appointment. It is an independent officer of the court that acts as principal, not as agent. A court-appointed receiver is a fiduciary. A fundamental duty of a receiver is to realize value from the assets of the debtor company for the benefit of its stakeholders. In this respect, a court-appointed receiver owes duties not only to the court but must also consider the interest of all parties who may have an interest in the debtor entity's assets, property and undertakings.

D. Reporting Obligations

22. Court-appointed receivers have certain obligations mandated by their appointment. The receiver must provide notice of its appointment to known creditors and, at various stages of administration of the receivership, prepare and distribute interim and final reports concerning the receivership. These reports are filed with the Office of the Superintendent of Bankruptcy and may be made available to all creditors. A court-appointed receiver must also report to the court, at such times and intervals as may be required, while carrying out its mandate.

E. Professional Fees and Court Ordered Charges

23. During a receivership proceeding, a receiver and its counsel are paid their reasonable fees and disbursements, in each case, typically at their standard rates and charges. Such fees and expenses are subject to review and approved by the court. The receiver and its counsel are granted a "receiver's charge" on the property of the debtor as security for such fees and disbursements, which charge typically has priority over all other security interests, trusts, liens, charges and encumbrances on the property.

24. In order to fund the receivership proceeding, the receiver is also typically empowered to borrow such monies as it considers necessary or desirable during the course of the receivership proceedings, provided that the total amount borrowed does not exceed a limit prescribed in the appointment order. All amounts borrowed by the receiver are typically secured by a “receiver’s borrowings charge” in priority to all security interests, trusts, liens, charges and encumbrances on the property, other than the receiver’s charge.

25. Where the appointment order contemplates that the receiver’s charge and/or receiver’s borrowings charge will take priority over the holders of secured interests, such secured creditors must be provided with prior notice of the application for the appointment order.

F. Creditor Participation

26. Counsel to the receiver will maintain a service list. Any party in interest may serve and file a notice of appearance, in a standardized form, at which time they will be added to the service list and will receive notice of the various pleadings filed in the receivership proceedings. Generally, creditors and other stakeholders such as customers, employees and regulatory authorities have standing to make submissions before the court. The receiver also maintains a website and posts copies of pleadings, orders and endorsements (i.e. opinions issued by the court) on the website.

27. The receivership proceedings are public. Further, since the onset of the COVID-19 pandemic, the Ontario Court has adopted “Zoom Hearings” in accordance with a court approved protocol. Although in person court hearings have now resumed before the Ontario Court, with certain exceptions, most insolvency proceedings still typically occur virtually. United States based counsel (and other foreign based parties) often attend such hearings virtually as “observers” along with their Ontario counsel.

28. The appointment orders will typically contain a “comeback clause” which, in essence, provides that any “interested party” may apply to the court to vary or amend the appointment order on not less than 7 days’ notice to the receiver, the appointing creditor and any other party likely to be affected by the order sought.

G. Claims Process

29. Typically, once a receiver has sold, disposed of, or otherwise realized on the assets of the debtor, it will seek to distribute proceeds to creditors in accordance with their entitlements and priority, following court approval of the proposed distribution. If the only recovery is to secured creditors, there may be no need for a claims process. If there are any surplus funds after satisfying all secured claims, the receiver may run a court-sanctioned claims process or seek the court’s approval to assign the debtor into bankruptcy and have unsecured claims dealt with through bankruptcy proceedings (generally equivalent to chapter 7 proceedings under the United States Bankruptcy Code).

H. Discharge of Receiver

30. Upon completion of its mandate the receiver will seek its discharge by the court, on notice to the service list. After the granting of a discharge order, the discharge typically becomes effective on the filing of certificate by the receiver, certifying that all its duties and obligations under the appointment order (or any other order of the court) have been completed. It is typical in Ontario for receivers to be granted a release (other than with respect to gross negligence or willful misconduct) at this time.

I. Model Receivership Order

31. By way of Practice Direction, the Ontario Court has adopted a “Model Receivership Order” which sets out the provisions, including the broad range of powers, that the Ontario Court will typically consider appropriate in granting an appointment order.

32. The Ontario Court will rely on the Model Receivership Order as the “standard”. Parties applying for a receivership under the BIA or CJA use the Model Receivership Order as a template when drafting a proposed receivership order, with changes made as necessary to reflect the particular circumstances.

33. The Model Receivership Order provides that the receiver may act as a foreign representative to seek recognition of the appointment order in jurisdictions outside of Canada.

The Canadian Proceeding

34. On February 22, 2024, Export Development Canada (“EDC”), as a secured creditor of the Debtor, served an application for appointment of a receiver (the “Application”) in the Ontario Court. The Application was served on the Debtor, certain non-debtor affiliates, secured creditors, and key contract counterparties, among others. On March 5, 2024, the Ontario Court entered an order appointing Deloitte as receiver over the Debtor’s Property (the “Partial Appointment Order”). On March 13, 2024, the Ontario Court entered an order amending and restating the Partial Appointment Order confirming the appointment of Deloitte as the Receiver of the Debtor and all of the Debtor’s Property (the “Appointment Order”). A true and correct copy of the Appointment Order is attached to the Foreign Representative Declaration. The Appointment Order is generally consistent with the Model Receivership Order. A blackline of the Appointment Order to the Model Receivership Order is attached hereto as **Exhibit “A”**.

35. To date, no party has sought to vary or amend the Appointment Order.

36. Pursuant to the Appointment Order, *inter alia*, the Receiver was duly authorized to act as Foreign Representative in respect of the within proceedings for the purpose of having the Receivership Proceedings recognized in a jurisdiction outside Canada. **See Appointment Order ¶ 32.**

37. The Appointment Order contains a comprehensive stay of proceedings in respect of the Debtor providing that, during such stay, no proceeding or enforcement process in any court or tribunal against or in respect of the Debtor or the Receiver shall be commenced or continued except with written consent of the Receiver or on order of the Ontario Court. All rights and remedies held by any individual, firm, corporation, government body or any other entity is stayed except with written consent of the Receiver or order of the Ontario Court. **See Appointment Order ¶¶ 8-11.**

38. During the course of the Canadian Proceeding, all Persons having oral or written agreements with the Debtor, or statutory or regulatory mandates for the supply of goods and/or services, are restrained from discontinuing, altering or terminating the supply of such goods or services. In each case, the Receiver is required to pay the normal prices or charges for such goods or services received after the date of the Appointment Order. **See Appointment Order ¶ 12.**

39. The Appointment Order grants the Receiver and counsel to the Receiver, a Receiver's Charge on the Property as security for their respective fees and disbursements. The Receiver's Charge has priority over all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favor of any Person. **See Appointment Order at ¶ 19.**

40. The Appointment Order also empowers the Receiver to borrow monies for the purpose of funding the exercise of its powers and duties, provided that the outstanding principal amount does not exceed \$500,000 (or such other amount as the Ontario Court may further

authorize). The Appointment Order provides for a Receiver's Borrowings Charge as security for payment of any amounts borrowed by the Receiver. The Receiver's Borrowings Charge is subordinate only to the Receiver's Charge. **See Appointment Order at ¶¶ 20.**

41. As provided in the *Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy* filed concurrently herewith, the purpose of the foreign recognition proceedings and the provisional relief requested in the United States is to help ensure the enforceability and effectiveness of the Appointment Order and subsequent orders to be entered by the Ontario Court in the Canadian Proceeding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 1st day of May 2024
Toronto, Ontario
Canada

By: */s/ Linc Rogers*
Linc Rogers

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

EXHIBIT A

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. — CV-24-00715153-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ~~WEEKDAY~~WEDNESDAY, THE #
) 13TH
JUSTICE — BLACK)
)
DAY OF ~~MONTH~~MARCH,
20YR2024

BETWEEN:

~~PLAINTIFF~~¹

~~Plaintiff~~

EXPORT DEVELOPMENT CANADA

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

**ORDER
(appointing Receiver)**

~~THIS MOTION made by the Plaintiff² for an Order pursuant to~~

ANTAMEX INDUSTRIES ULC

¹~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

²~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

Respondent

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

AMENDED AND RESTATED ORDER
(Appointing Receiver)

THIS APPLICATION made by the applicant, Export Development Canada ("**EDC**"), for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc. ("**Deloitte**") as receiver ~~[and manager]~~ (in such ~~capacities~~ capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ the respondent, Antamex Industries ULC (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor and amending and restating the Order of Justice Black granted in the within application on March 5, 2024, was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~ Adam Smith sworn ~~[DATE]~~ February 21, 2024 and the Exhibits thereto (the "**Smith Affidavit**"), the affidavit of Connie Deng sworn February 26, 2024 and the Exhibits thereto, the report of counsel for EDC dated March 4, 2024 and the attachments thereto, the report of counsel for the Debtor and counsel for Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the "**Sureties**") dated March 4, 2024 and the attachments thereto, the affidavit of John Tangney sworn March 11, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES]~~ EDC, counsel for the proposed Receiver, counsel for Norwich 40 TGCI LLC (the "**Landlord**"), counsel for the Sureties, counsel for Suffolk Construction Company, Inc., and such other parties listed on the participant information

form, no one else appearing ~~for [NAME]~~ although duly served as appears from the ~~affidavit~~Lawyer's Certificates of ~~service~~Service of ~~[NAME]~~ ~~sworn [DATE]~~Montana Licari dated February 22 and February 26, 2024, and on reading the consent of ~~[RECEIVER'S NAME]~~Deloitte to act as the Receiver, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the ~~Notice~~notice of ~~Motion~~application and the ~~Motion~~application record is hereby abridged and validated³ so that this ~~motion~~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, ~~[RECEIVER'S NAME]~~Deloitte is hereby appointed Receiver, without security, of all ~~of~~ the present and future assets, undertakings, and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security

³~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

personnel, the taking of physical inventories of the Property, accessing and taking control of the Debtor's bank accounts and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor (the "Business"), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the ~~business~~Business, or disclaim or cease to perform any contracts of the Debtor or in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, insurance brokers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the ~~business~~Business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such

~~4 This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A~~

applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~100,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

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

~~bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

~~⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- 6 -

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the ~~business~~Business, the Property or the affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph ~~§~~Error! Reference source not found. or in paragraph ~~¶~~Error! Reference source not found. 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~~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 (ia) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ib) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iic) prevent the filing of any registration to preserve or perfect a security interest, or (iid) 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~~ be deemed to have been terminated by the Debtor ~~until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees~~ immediately prior to the issuance of this Order. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~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

18. ~~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

19. ~~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.⁶

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

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

FUNDING OF THE RECEIVERSHIP

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

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute

this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by email, prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

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

32. ~~31.~~ **THIS COURT ORDERS** that, without limiting the ~~Plaintiff~~ generality of paragraph 31:

- (a) the Receiver is hereby authorized and empowered, but not obligated, to act as the foreign representative (the “Foreign Representative”) in respect of the within proceedings for the purposes of having these proceedings recognized in a jurisdiction outside of Canada; and
- (b) the Foreign Representative is hereby authorized to apply for foreign recognition of these proceedings, as necessary, in any jurisdiction outside of Canada, including the United States pursuant to Chapter 15 of Title 11 of the United States Code 11 U.S.C. §§ 101 -1532.

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

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

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

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SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the _____ [●] day of _____ [●], 2024.

~~[RECEIVER'S NAME]~~ **DELOITTE
RESTRUCTURING INC.**, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

EXPORT DEVELOPMENT CANADA

Applicant

-and-

ANTAMEX INDUSTRIES ULC

Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at
Toronto

ORDER
(Appointing Receiver)

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Document comparison by Workshare Compare on Friday, April 26, 2024 3:10:47 PM

Input:	
Document 1 ID	file://C:\Users\CAI\Downloads\receivership-order-EN (8).doc
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Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
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Style change	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	191
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	425

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

In re:

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No.: 24-10934 ()

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

Deloitte Restructuring Inc. (“Deloitte”), in its capacity as the court-appointed receiver (in such capacity, the “Receiver”), of the above captioned debtor, Antamex Industries ULC (“Antamex” or the “Debtor”), in its capacity as the authorized foreign representative (the “Foreign Representative”) of the Debtor, which is the subject of a receivership proceeding (the “Antamex Receivership”), 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”), pending before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), submits this verified petition (together with the form petition filed simultaneously herewith, the “Verified Petition”) for recognition of the Antamex Receivership as a “foreign main proceeding” and certain related relief pursuant to sections 105(a), 362, 1507, 1510, 1515, 1517, 1519, 1520 and 1521 of title 11 of the United States Code (the “Bankruptcy Code”).

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

In support of the Verified Petition, the Foreign Representative has filed contemporaneously herewith (a) the *Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Foreign Representative Declaration”) and (b) the *Declaration of Linc Rogers in Support of Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Rogers Declaration”), each of which are incorporated herein by reference. The Foreign Representative has also filed the *Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* (the “Provisional Relief Motion”) concurrently herewith.

PRELIMINARY STATEMENT

1. As set forth more fully below, the Antamex Receivership was commenced in the Canadian Court on February 22, 2024, by Export Development Canada (“EDC”), a secured lender of the Debtor.²

2. On March 5, 2024, Deloitte was duly appointed by the Canadian Court as the Receiver and as Foreign Representative of a portion of Antamex’s property located primarily in the United States. On March 13, 2024, the appointment of the Receiver was expanded to encompass all of Antamex’s Property (defined below). The Foreign Representative filed the Chapter 15 Petition commencing this Chapter 15 Case as an ancillary proceeding to the Antamex Receivership and respectfully files this Verified Petition for Recognition contemporaneously with

² EDC is a Crown corporation created under Canada’s Export Development Act that serves as Canada’s Export Credit Agency.

the required accompanying documentation pursuant to sections 1501, 1504, 1509 and 1515 of the Bankruptcy Code.

3. The Debtor is a British Columbia corporation that formerly had significant operations in Ontario, British Columbia, Alberta and across the United States. Antamex is a wholly owned subsidiary of Antamex Industries Inc., a corporation organized and existing under the laws of the State of Delaware. Antamex was in the business of designing, engineering, manufacturing, and installing custom, modular glass façade solutions for multi-story buildings.

4. The locations of Antamex's key projects prior to appointment of the Receiver included Ontario, British Columbia, Nova Scotia, Massachusetts, Michigan, New York, Ohio, Pennsylvania and California. Such projects were related primarily to the medical, residential and educational sectors. The majority of Antamex's projects were located in Canada.

5. Antamex currently has no operations or employees remaining in Canada or the U.S. and, through the Antamex Receivership, is in the process of liquidating its remaining assets, and preparing for a claims resolution process under the oversight of the Canadian Court.

6. The Foreign Representative has commenced this Chapter 15 Case to ensure the effectiveness of the Appointment Order (defined below) and the protections and powers contained therein in the U.S. as well as to facilitate the fair and efficient administration of the Antamex Receivership. This Chapter 15 Case serves a critical role in effectuating a fair and orderly liquidation process with respect to Antamex's assets and property, which will be made possible through the Antamex Receivership. Specifically, this Chapter 15 Case will (i) facilitate the Receiver gaining access to cash held by Antamex in a U.S. bank account, (ii) protect the Debtor's interest in valuable Glass Production Equipment (defined below) currently in the possession of the landlord of one of the Debtor's U.S. affiliates, (iii) prevent Antamex's stakeholders, many of

whom have contacts with the United States and are subject to personal jurisdiction of the Court, from commencing actions in the United States that are more properly the subject of the Antamex Receivership or that will interfere with its orderly administration, and (iv) permit the Receiver to seek enforcement of further relief obtained from the Canadian Court that may address issues related to U.S. customers and stakeholders. For the reasons set forth herein, the Foreign Representative submits that the relief requested in this Verified Petition is necessary and appropriate for it to fulfill its mandate of preserving, protecting and realizing on the Property (as defined below) of Antamex.

JURISDICTION AND VENUE

7. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (the “Amended Standing Order”). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P). The statutory bases for the relief requested herein are sections 105(a), 362, 1504, 1507, 1510, 1515, 1517, and 1521 of the Bankruptcy Code.

8. This Chapter 15 Case has been properly commenced pursuant to section 1504 of the Bankruptcy Code by the filing of a petition for recognition of the Antamex Receivership under section 1515 of the Bankruptcy Code.

9. The Foreign Representative confirms its consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of final orders or judgments by the Court to the extent

that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

10. Venue is proper in this district pursuant to 28 U.S.C. § 1410. Antamex has property in the State of Delaware in the form of its membership interest in Antamex U.S. LLC, a Delaware limited liability company with its registered head office in Dover, Delaware, for which Antamex serves as the sole member and manager. Additionally, the Debtor has property located in Wilmington, DE in the form of a retainer in the amount of \$10,000 provided to Reliable Companies (“Reliable”) in connection with a written agreement between Reliable and the Foreign Representative to provide the Foreign Representative with administrative support and noticing services for this Chapter 15 Case. Further, as more particularly described below, Antamex has cash held in HSBC Bank USA, N.A. (“HSBC US”), a national banking association with its U.S. headquarters located in New York, New York and offices located in various locations within the U.S., tangible assets, and contractual rights located in the United States.

RELIEF REQUESTED

11. The Foreign Representative requests that this Court enter an order, substantially in the form attached hereto as **Exhibit A**, and pursuant to sections 105(a), 306, 362, 1502, 1504, 1507, 1509, 1510, 1515, 1517, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, that provides, among other things, the following relief (collectively, the “Relief Requested”):

- a. Recognizing the Antamex Receivership as a foreign main proceeding (as defined in section 1502(4) of the Bankruptcy Code) pursuant to section 1517 of the Bankruptcy Code;
- b. Recognizing the Foreign Representative as a “foreign representative” as defined in section 101(24) of the Bankruptcy Code;

- c. Enforcing and giving full force and effect in the United States to the Antamex Receivership and the Appointment Order, including any and all extensions or amendments to that order as authorized by the Canadian Court in the future;
- d. Protecting the rights of creditors and protecting and maximizing the value of Antamex's assets, in accordance with section 1501 of the Bankruptcy Code;
- e. Providing the Receiver, if and/or when appropriate, additional assistance contemplated by section 1507 of the Bankruptcy Code;
- f. Granting the Receiver all rights afforded by section 1509 of the Bankruptcy Code, including, but not limited to (i) Receiver's capacity to sue in a court in the United States, (ii) Receiver's right to apply directly to a court in the United States for appropriate relief in such court, and (iii) the requirement that a court in the United States shall grant comity or cooperation to the Receiver;
- g. Granting the Receiver all of the relief afforded pursuant to section 1520 of the Bankruptcy Code, including but not limited to the "automatic stay" under section 362 of the Bankruptcy Code, and the application of sections 363, 549, and 552 pertaining to transfers of an interest of Antamex's in property—all of which shall apply with respect to Antamex and its property that is now or in the future located within the territorial jurisdiction of the United States;

- h. Staying the commencement or continuation of actions concerning Antamex's assets, staying execution of Antamex's assets, suspending any right to transfer, encumber or otherwise dispose of any of Antamex's assets, and providing for the examination of witnesses or taking evidence concerning Antamex's assets, affairs, rights, obligations or liabilities, consistent with section 1521 of the Bankruptcy Code;
- i. Providing that the Receiver may intervene in any proceedings in State or Federal court in the United States in which Antamex may be a party;
- j. Granting pursuant to section 1521 of the Bankruptcy Code (or section 1507 as the Court deems necessary) on a final basis any provisional relief requested in the Motion for Provisional Relief;
- k. Pursuant to section 1519(a)(3) and 1521(a)(7) of the Bankruptcy Code, providing that section 108 of the Bankruptcy Code is made applicable to the Antamex in this Chapter 15 Case; and
- l. Providing such other and further relief as the Court deems just and proper.

BACKGROUND

I. The Debtor's Business and Canadian Operations

12. Antamex is a British Columbia corporation with its registered office in Vancouver, British Columbia. Antamex is extra-provincially registered to do business in Ontario. Its chief executive office was located in Concord, Ontario. Antamex is a wholly-owned subsidiary of Antamex Industries Inc., a corporation organized and existing under the laws of the State of Delaware.

13. Prior to the Antamex Receivership, Antamex was the primary operating entity in the Antamex group of companies. Although Antamex has assets in the United States and previously had valuable operations in the United States, the headquarters and chief place of business for Antamex is in Concord, Ontario, where it occupies and previously operated a fabrication, assembly and storage facility. All strategic and key operational decisions were made by senior management in Ontario where more than 90% of Antamex's employees were also located.

14. Antamex also leases a facility in Alliston, Ontario. Such facility is owned by Antamex's affiliate, 256 Victoria Street West ULC ("256"). As set out in greater detail in the Smith Affidavit³, Antamex guarantees certain obligations of 256 to HSBC Bank Canada (now Royal Bank of Canada as of March 28, 2024). Pursuant to such guarantee, HSBC Bank Canada holds a first-registered security interest over all the Property of Antamex. Such security interest is subordinate to the interest of EDC in certain specific Property, including the Glass Production Equipment (defined below).⁴

15. The locations of Antamex's key projects prior to appointment of the Receiver included Ontario, British Columbia, Nova Scotia, Massachusetts, Michigan, New York, Ohio, Pennsylvania and California. Such projects were related primarily to the medical, residential and educational sectors. The majority of Antamex's projects were located in Canada.

16. Antamex currently has no operations or employees remaining in Canada or the U.S. and, through the Antamex Receivership, is in the process of liquidating its remaining assets, and preparing for a claims resolution process under the oversight of the Canadian Court.

³ The Affidavit of Adam Smith, Special Risks Manager of Export Development Canada ("EDC"), dated February 21, 2024, is attached as "Exhibit A" to the Foreign Representative Declaration.

⁴ On April 23, 2024, the Canadian Court appointed Deloitte as Receiver for 256.

17. The Receiver has, however, been working with certain project owners, general contractors and the Sureties (as defined below) since commencement of the Antamex Receivership to assist with their completion of certain contracts, including by providing access to information and materials on an appropriate basis.

II. Key US Assets, Affiliates and Operations

a. The Glass Production Equipment

18. Antamex's affiliate, Naverra LLC (*formerly* Solar Seal Architectural LLC) ("Naverra"), is a Delaware limited liability company with its registered head office in Dover, Delaware.

19. Antamex relied on Naverra both as a supplier of architectural glass products and as the guarantor of Antamex's obligations to the EDC.

20. Pursuant to a lease agreement dated as of December 1, 2022, (the "Antamex Equipment Lease"), Naverra leased certain glass making equipment from Antamex (the "Glass Production Equipment"). The Glass Production Equipment was stored and used by Naverra at a 180,000-square-foot glass fabrication facility at 40 Wisconsin Avenue in Norwich, Connecticut (the "Norwich Glass Plant").

21. Antamex's interest in the Glass Production Equipment is registered under the UCC registry in Connecticut and Delaware against Naverra.

22. Before the fall of 2023, Naverra occupied and operated the Norwich Glass Plant pursuant to a lease agreement, dated as of October 15, 2021, between Norwich 40TGCI LLC as Landlord and Naverra as tenant (the "Norwich Lease").

23. On June 27, 2023, the Landlord commenced eviction proceedings in the Connecticut Superior Court in Norwich, Connecticut (the "Connecticut Court"), bearing court file

number KNO-CV-23-6109091 (the “Norwich Proceedings”), alleging violations of the Norwich Lease by Naverra, including non-payment of rents and failure to replenish a security deposit.

24. By its decision rendered on November 9, 2023 (the “Norwich Judgment”), the Connecticut Court found that Naverra was in default of its obligations under the Norwich Lease and granted judgment to the Landlord for immediate possession of the Norwich Glass Plant plus legal costs.

25. Between the commencement date of the Norwich Proceedings and the date of the entry of the Norwich Judgment, Naverra shut down its operations at the Norwich Glass Plant, abandoning the premises and laying off all or part of its workforce.

26. On or around January 3, 2024, the Landlord retook possession of the Norwich Glass Plant, changing the locks and blocking all access to the Glass Production Equipment located there.

27. The Landlord subsequently notified EDC that the Norwich Lease had been terminated and demanded removal of the Glass Production Equipment from the premises. The Landlord has since taken the position that the Landlord is now the owner of the Leased Equipment and is free to take any action it sees fit as to the Leased Equipment. The Landlord has also recently re-leased the Norwich Glass Plant to a new tenant who has expressed an interest in using the Glass Production Equipment.

28. The Glass Production Equipment forms a substantial portion of the collateral over which EDC holds a priority interest. The events surrounding Naverra and the risk to the Glass Production Equipment was a key rationale for appointment of the Receiver.

(ii) U.S. Bank Account

29. In addition to its principal business accounts, which it maintains with HSBC Bank Canada (now Royal Bank of Canada) in Toronto, Ontario, Canada, Antamex is the holder of a

deposit account at HSBC US (the “HSBC US Account”). Antamex utilized this account for general corporate purposes, including the payment of the U.S.-based employees of its subsidiary, Antamex U.S. LLC. As of the date of the commencement of the Antamex Receivership, the HSBC US Account held US \$858,497.46. Such amount has been depleted to \$346,504.89 as a result of pre-authorized debits.

30. Pursuant to the Appointment Order, the Receiver has been appointed to among other things, take control of such bank accounts. Accordingly, in March 2024, the Receiver contacted HSBC US regarding the funds it is holding, which belong to Antamex. In response, the Receiver received a letter from HSBC US stating that it cannot turn over Antamex’s funds to the Receiver and/or honor the Antamex Receivership until it is “domesticated” and “served in accordance with the laws of New York State.” As a result, the Receiver is unable to access these Debtor funds at this time.

(iii) U.S. Contractual Relationships

31. As described above, prior to the appointment of the Receiver, Antamex was engaged in projects for the design, engineering, manufacturing and installation of highly engineered glass façade systems in various parts of the United States.

32. Antamex is also a party to construction bond contracts with Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “Sureties”) which serve to guarantee certain of Antamex’s obligations to its customers in accordance with the terms of the relevant bonds.

33. As noted above, Antamex has ceased operations, including with respect to its projects located in the United States. The Receiver seeks the protections of the Voluntary Petition, Verified Petition and the Provisional Relief Motion to stay the immediate exercise of remedies

and/or termination of contractual relationships related to these projects, consistent with the terms of the Appointment Order.

(iv) Antamex U.S. LLC (“AUS LLC”)

34. AUS LLC is a limited liability company organized under the laws of the State of Delaware with its registered head office in Dover, Delaware. Antamex served as its sole member and manager.

35. AUS LLC employed Antamex’s U.S.-based union employees located in the states of Ohio and Pennsylvania.

36. Antamex has ceased all of its operations in Ohio and Pennsylvania and AUS LLC’s employees located in those states have been notified of the appointment of the Receiver.

III. The Antamex Receivership Proceeding

37. Pursuant to a multiple draw credit facility agreement dated as of November 5, 2021 among EDC as lender, Antamex as borrower, and Naverra as guarantor (the “Original Credit Agreement”), as amended by a first amending agreement dated as of February 16, 2022 (the “First Amendment”), a second amending agreement dated as of September 8, 2022 (the “Second Amendment”), and a third waiver and amending agreement dated as of April 18, 2023 (the “Third Amendment”), and together with the Original Credit Agreement, First Amendment, and Second Amendment, the “EDC Credit Agreement”), EDC advanced loans to Antamex in the principal aggregate amount of USD \$12,500,000 (collectively, the “EDC Loan”). The primary purpose of the EDC Loan was to finance the purchase of the Glass Production Equipment.

38. On February 22, 2024, following defaults by Antamex under the EDC Credit Agreement, EDC filed its Notice of Application under the BIA and CJA seeking to have a receiver appointed.

39. On February 27, 2024, the Canadian Court conducted a hearing for appointment of the Receiver. At the request of Antamex, the Canadian Court granted Antamex one week to continue discussions that were underway at the time to obtain potential financing from its Sureties. The Canadian Court in granting such additional time noted that so long as the Landlord was included in discussions, the Landlord should not take any steps in respect of the Glass Production Equipment.⁵

40. Upon the expiration of the one-week period, on March 5, 2024, the Canadian Court issued a further endorsement and order (the “Partial Appointment Order”)⁶ appointing Deloitte as the Receiver over a subset of Antamex’s property, including the Glass Production Equipment. The Canadian Court again emphasized its concern regarding the position of the Landlord and noted that it was imperative that the Receiver be appointed immediately in respect of the Glass Production Equipment. The Canadian Court adjourned the balance of the Receivership Application until March 12, 2024.

41. At the March 12 hearing, the Canadian Court granted a 24-hour adjournment to allow settlement discussions to continue. Such discussions did not result in a settlement and the receivership application was heard on March 13, 2024. Following the hearing, the Canadian Court entered a more expansive receivership order, the Amended and Restated Order (Appointing Receiver) (the “Appointment Order”)⁷.

42. The Appointment Order provides for the appointment of Deloitte as Receiver, without security, of all the present and future assets, undertakings, and properties of Antamex

⁵ A copy of the Canadian Court’s endorsement (i.e. the reasons for judgment) related to the February 27th hearing is attached to the Foreign Representative Declaration Exhibit “B”.

⁶ A copy of the Partial Appointment Order is attached to the Foreign Representative Declaration as Exhibit “C”.

⁷ A copy of the Appointment Order is attached to the Foreign Representative Declaration as Exhibit “D”.

acquired for, or used in relation to a business carried on by Antamex, including all proceeds thereof (the “Property”).

43. The Appointment Order vests the Receiver with broad power and control over the Debtor’s assets and business, including the authority to take possession of and control the Debtor’s assets and business. Specifically, the Appointment Order grants the Receiver the following powers and duties:

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

- h. to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to the Appointment Order;
 - i. to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
 - j. to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
 - k. to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of the Canadian Court in respect to any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of the Canadian Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each case notice under subsection 63(4) of the Ontario Personal Property Security Act, or section 31 of the Ontario Mortgages Act, as the case may be, shall not be required;
- l. to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
 - m. to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality, as the Receiver deems advisable;
 - n. to register a copy of the Appointment Order and any other orders in respect of the Property against title to any of the Property;

- o. to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- p. to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- q. to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- r. to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

See Appointment Order, ¶ 3.

44. The Appointment Order further provides that, where the Receiver takes any such actions or steps, the Receiver shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined in the Appointment Order), including the Debtor, and without interference from any other Person. *Id.*

45. The Appointment Order also includes the following “stay” provisions to be in force:

8. NO PROCEEDINGS AGAINST THE RECEIVER. 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. Appointment Order, ¶ 8.

9. NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with 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. Appointment Order, ¶ 9.

10. NO EXERCISE OF RIGHTS OR REMEDIES. THIS COURT ORDERS that all rights and remedies against the Debtor,

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

See id., ¶¶ 8-10.

46. The Appointment Order authorizes the Receiver to act as the foreign representative of the Debtor in connection with the Verified Petition and expressly authorizes the Receiver to seek recognition of the Receivership in the United States via Chapter 15 of the Bankruptcy Code.

See id., ¶ 31-32. The Appointment Order provides, in relevant part, that:

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

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

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

See id., ¶ 32.

47. The Appointment Order requests that courts in the United States recognize the Antamex Receivership and assist the Receiver and its agents in carrying out the terms of the Appointment Order. *See* Appointment Order, ¶ 30.

48. Finally, the Appointment Order granted the Receiver and its counsel a charge (the “Receiver’s Charge”) on the Property, as security for payment of their reasonable fees and disbursements (in each case at their standard rates and charges unless otherwise ordered by the Court), both before and after the issuance of the Appointment Order. The Receiver’s Charge forms a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favor of any Person. The Appointment Order also authorizes the Receiver to borrow funds as it considers necessary. Such funds are subject to a charge on the Property, subordinate only to the Receiver’s Charge.

BASIS FOR RELIEF

49. The Foreign Representative seeks the protection of this Court afforded to foreign debtors under chapter 15 of the Bankruptcy Code to recognize the legal effect of the Antamex Receivership, to ensure the effectiveness of the Appointment Order (defined below) and the protections and powers contained therein in the U.S. The Receiver has concluded that such relief is necessary in order to fulfill its mandate of preserving, protecting and realizing on the property of Antamex. *See* 11 U.S.C. § 1501.

I. Antamex is Eligible for Chapter 15 Relief.

50. To be eligible for chapter 15 relief, debtors must meet the general eligibility requirements under section 109(a) of the Bankruptcy Code as well as the more specific eligibility requirements under section 1517(a) of the Bankruptcy Code. In addition, the Petition for Recognition must meet the requirements of section 1515 of the Bankruptcy Code and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). If these elements are satisfied, the Bankruptcy Court must grant recognition. *See In re Black Gold S.A.R.L.*, 635 B.R. 517, 527 (B.A.P. 9th Cir. 2022) (“Congress’ use of the word ‘shall’ in § 1517(a) removed

the court's discretion in determining recognition if the requirements in the three subparagraphs of § 1517(a) have been satisfied.”).

51. Section 109(a) of the Bankruptcy Code, which applies to cases under Chapter 15, provides that “[n]otwithstanding any other provision of this section, only a person that resides or has a domicile, a place of business, or property in the United States, or a municipality, may be a debtor under this title.” 11 U.S.C. § 109(a). Thus, under section 109(a), a foreign debtor must reside or have a domicile, a place of business or property in the United States to be eligible to file a chapter 15 petition. *See Drawbridge Special Opportunities Fund LP v. Barnet (In re Barnet)*, 737 F.3d 238, 247 (2d Cir. 2013). The Foreign Representative maintains that Antamex satisfies the requirements of Section 109(a).

52. Antamex is eligible to be a debtor under section 109(a) of the Bankruptcy Code because it has property in the United States in one or more of the following forms: cash held in U.S. bank accounts; tangible assets; membership interests; and/or contract rights. For these reasons, Antamex satisfies the requirements under section 109(a) of the Bankruptcy Code.

II. The Court Should Recognize the Antamex Receivership as a Foreign Main Proceeding.

53. Section 1517(a) of the Bankruptcy Code provides that, after notice and a hearing, “an order recognizing a foreign proceeding shall be entered if . . . (1) such foreign proceeding for which recognition is sought is a foreign main proceeding . . . within the meaning of section 1502; (2) the foreign representative applying for recognition is a person or body; and (3) the petition meets the requirements of section 1515.” *See* 11 U.S.C. § 1517(a). The Antamex Receivership satisfies all such requirements.

A. The Antamex Receivership is a Foreign Proceeding.

54. The Antamex Receivership is a foreign proceeding as defined under section 101(23) of the Bankruptcy Code. Section 101(23) requires that a “foreign proceeding” be (i) a collective judicial or administrative proceeding relating to insolvency or adjustment of debt; (ii) pending in a foreign country; and (iii) under the supervision of a foreign court, for the purpose of reorganizing or liquidating the assets and affairs of the debtor. *See* 11 U.S.C. § 101(23). The statute defines “foreign court” as “a judicial or other authority competent to control or supervise a foreign proceeding.” *See* 11 U.S.C. § 1502(3).

55. Courts have held that a “foreign proceeding” is one:

- a. in which acts and formalities [are] set down in law so that courts, merchants and creditors can know them in advance, and apply them evenly in practice;
- b. that has either a judicial or an administrative character;
- c. that is collective in nature, in the sense that the proceeding considers the rights and obligations of all creditors;
- d. that is located in a foreign country;
- e. that is authorized or conducted under a law related to insolvency or the adjustment of debt, even if the debtor that has commenced such proceedings is not actually insolvent;
- f. in which the debtor’s assets and affairs are subject to the control or supervision of a foreign court or other authority competent to control or supervise a foreign proceeding; and
- g. which proceeding is for the purpose of reorganization or liquidation.

See *In re Ashapura Minechem Ltd.*, 480 B.R. 129, 136 (S.D.N.Y. 2012) (citing *In re Betcorp Ltd.*, 400 B.R. 266, 277 (Bankr. D. Nev. 2009)); see also *In re Overnight and Control Comm'n of Avánzit, S.A.*, 385 B.R. 525, 533 (Bankr. S.D.N.Y. 2008) (discussing factors).

56. Courts routinely recognize Canadian insolvency proceedings, including Canadian receiverships, as “foreign proceedings.” See, e.g., *In re Chiang*, 437 B.R. 397, 401 (Bankr. C.D. Cal. 2010) (recognizing debtor’s Canadian case under the Bankruptcy and Insolvency Act as a foreign main proceeding); *In re Innua Canada Ltd.*, No. 09-16362 (DHS), 2009 WL 1025090, at *4 (Bankr. D.N.J. Apr. 15, 2009) (recognizing Canadian receivership proceedings as “foreign main proceeding”); *In re Ernst & Young, Inc.*, 383 B.R. 773, 782 (Bankr. D. Colo. 2008) (same); *In re Simex Inc.*, Case No. 24-10083 (Bankr. D. Del. Feb. 20, 2024) (ECF No. 39) (recognizing Canadian proceeding commenced under Canada’s Companies’ Creditors Arrangement Act as a foreign main proceeding); *In re Yatsen Group of Companies Inc., et al.*, No. 21-10073 (BLS) (Bankr. D. Del. February 24, 2021) (ECF No. 42) (same); *In re Hematite Holdings Inc., et al.*, No. 20-12387 (Bankr. D. Del. October 15, 2020) (ECF No. 35) (same).

57. As set forth in the Rogers Declaration, the Antamex Receivership is pending before the Canadian Court under the Bankruptcy and Insolvency Act and satisfies each of the foregoing requirements. The Court should, therefore, determine that it qualifies as a “foreign proceeding” for purposes of section 101(23) of the Bankruptcy Code.

B. The Antamex Receivership is a “Foreign Main Proceeding” under Section 1502 of the Bankruptcy Code.

58. Under section 1502 of the Bankruptcy Code, the term “foreign main proceeding” means “a foreign proceeding pending in the country where the debtor has the center of its main interests.” 11 U.S.C. § 1502(4). Section 1516 of the Bankruptcy Code establishes a rebuttable

presumption that the debtor's registered office is the debtor's center of main interests ("CoMI"). See 11 U.S.C. § 1516(c). When considering a debtor's CoMI, courts may consider the analogous concept of an entity's "principal place of business" or "nerve center." *Morning Mist Holdings Ltd. v. Krys (In re Fairfield Sentry Ltd.)*, 714 F.3d 127, 132 n.10 (2d Cir. 2013). As such, courts will look to factors such as the location of the debtor's headquarters, the location of those who *actually* manage the debtor, and the location of the debtor's primary assets, among other things, to determine the foreign debtor's CoMI. *Id.* at 130.

59. The CoMI of the Debtor is located in Canada for the following reasons:

- a. Antamex is a British Columbia corporation with its registered office in Vancouver, and it is extra-provincially registered to do business in Ontario;
- b. Antamex's chief executive office was located in Concord, Ontario;
- c. The majority of Antamex's projects were located in Canada;
- d. All strategic and key operational decisions were made by the Debtor's senior management in Ontario;
- e. More than 90 percent of Antamex's employees were located in Ontario;
- f. The primary assets of Antamex are located in Canada;
- g. Antamex maintained its principal business accounts with HSBC Canada Bank (now Royal Bank of Canada) in Toronto, Ontario, Canada; and
- h. The majority of Antamex's creditors affected by the Antamex Receivership are located in, or have connections to, Canada.

Consequently, there is a rebuttable presumption that Antamex's CoMI is located in Canada.

C. These Chapter 15 Cases Have Been Commenced by a Duly Authorized Foreign Representative.

60. The Receiver is duly authorized to act as Foreign Representative in this Chapter 15 Case because it is a foreign person or body petitioning for recognition, as required by section 1517(a) of the Bankruptcy Code. Further, the term “foreign representative” is defined under section 101(24) of the Bankruptcy Code as: a person or body, including a person or body appointed on an interim basis, authorized in a foreign proceeding to administer the reorganization or the liquidation of the debtor’s assets or affairs or to act as a representative of such foreign proceeding. 11 U.S.C. § 101(24).

61. Here, pursuant to the Appointment Order, Deloitte was appointed as Receiver and manager, without security, of all the present and future assets, undertakings, and properties of Antamex acquired for, or used in relation to the business carried on by Antamex, including all proceeds thereof. Appointment Order, ¶¶ 2. In the Appointment Order, the Receiver was specifically authorized and empowered to act as a representative in respect of the Antamex Receivership for the purpose of having the receivership recognized in a jurisdiction outside Canada, including “authorized to apply for foreign recognition of these proceedings, as necessary, in any jurisdiction outside of Canada, including the United States pursuant to Chapter 15 of Title 11 of the United States Code 11 U.S.C. §§ 101-1532”. Id. at ¶ 32.

62. Accordingly, the Foreign Representative is a proper “foreign representative” within the meaning of section 101(24) of the Bankruptcy Code. See also 11 U.S.C. § 1516(a) (“If the decision [commencing the foreign proceeding] . . . indicates . . . that the person or body is a foreign representative, the court is entitled to so presume.”).

D. The Petition for Recognition Meets the Requirements of Section 1515 of the Bankruptcy Code and Bankruptcy Rule 1007(a)(4).

63. This Chapter 15 Case was duly and properly commenced by filing the Chapter 15 Petition and this Verified Petition accompanied by all fees, documents, and information required

by the Bankruptcy Code and the Bankruptcy Rules, including: (a) a corporate ownership statement containing the information described in Bankruptcy Rule 7007.1; (b) a list containing (i) the names and addresses of all persons or bodies authorized to administer foreign proceedings of the Debtor, (ii) all parties to litigation pending in the United States in which the Debtor is a party at the time of the filing of the Chapter 15 Petition, and (iii) all entities against whom provisional relief is being sought under section 1519 of the Bankruptcy Code; (c) a statement identifying all foreign proceedings with respect to the Debtor that are known to the Foreign Representative; and (d) a certified copy of the Appointment Order. In addition, the Foreign Representative Declaration filed contemporaneously herewith constitutes further evidence of the existence of the Antamex Receivership and of the appointment of the Receiver as the foreign representative as set forth in section 1515(b)(3) of the Bankruptcy Code.

64. Having filed the above-referenced documents and because the Court is entitled to presume the authenticity of such documents filed in connection with the Chapter 15 Petition under section 1516(b) of the Bankruptcy Code, the requirements of section 1515 of the Bankruptcy Code and Bankruptcy Rule 1007(a)(4) have been met, and this Chapter 15 Case has been properly commenced. See 11 U.S.C. §§ 1504, 1509(a), 1515; Bankruptcy Rule 1007(a)(4).

III. The Discretionary Relief Requested Is Necessary and Appropriate and Should Be Granted.

65. In connection with recognition of the Antamex Receivership, the Foreign Representative seeks certain related relief, including enforcement of the Appointment Order (and any amendments made thereto in the future) in the United States, and application of sections 362 and 365(e) of the Bankruptcy Code in this Chapter 15 Case. The Foreign Representative respectfully submits that such relief is warranted under sections 105(a), 1507, and 1521 of the Bankruptcy Code and the general principles of comity that underpin chapter 15.

66. Upon recognition of a foreign proceeding, section 1521(a) authorizes the Court to grant “any appropriate relief” at the request of the recognized foreign representative “where necessary to effectuate the purpose of [chapter 15] and to protect the assets of the debtor or the interests of the creditors.” Such relief may include:

- a. staying the commencement or continuation of an individual action or proceeding concerning the debtor’s assets, rights, obligations or liabilities to the extent they have not been stayed under section 1520(a) of the Bankruptcy Code;
- b. staying execution against the debtor’s assets to the extent it has not been stayed under section 1520(a) of the Bankruptcy Code;
- c. suspending the right to transfer, encumber or otherwise dispose of any assets of the debtor to the extent this right has not been suspended under section 1520(a) of the Bankruptcy Code; and
- d. granting any additional relief that may be available to a trustee, except for relief available under sections 522, 544, 545, 547, 548, 550, and 724(a) of the Bankruptcy Code.

67. The Court may grant relief under section 1521(a) of the Bankruptcy Code if the interests of “the creditors and other interested entities, including the debtor, are sufficiently protected.” 11 U.S.C. § 1522(a). Similarly, section 1507 of the Bankruptcy Code provides that, “if recognition is granted,” a court “may provide additional assistance to a foreign representative under this title or under other laws of the United States.” 11 U.S.C. § 1507. Finally, section 105(a) of the Bankruptcy Code provides that the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”

68. The Foreign Representative requests the Court exercise its discretion under sections 105, 1507, and 1521 to grant the relief requested insofar as such relief exceeds that which is available by recognizing the Antamex Receivership as a “foreign main proceeding” and the Foreign Representative as a “foreign representative” as specified in the Bankruptcy Code. The granting of such relief is consistent with the goals of international comity and assistance to foreign courts embodied in chapter 15 of the Bankruptcy Code and is necessary to effectuate the objective of the Antamex Receivership.

69. Indeed, as set forth above, by the Appointment Order, the Canadian Court expressly requested that courts in the United States recognize the Antamex Receivership and assist the Receiver and its agents in carrying out the terms of the Appointment Order (i.e., the actions which the Appointment Order expressly empowers the authorizes the Receiver to take on behalf of the Debtor and its property, as explained in detail above). *See* Appointment Order, ¶¶ 30-32.

70. Thus, in addition to the reasons set forth above, this Court should give full force and effect in the United States to the Appointment Order under well-established principles of international comity and specifically pursuant to sections 105(a), 1507, and 1521 of the Bankruptcy Code.

71. Fair and efficient administration of the Antamex Receivership that protects all parties in interest requires that all creditors be bound by the terms of the Appointment Order as sanctioned by the Canadian Court. *See Victrix S.S. Co., S.A. v. Salen Dry Cargo A.B.*, 825 F.2d 709, 714 (2d Cir. 1987) (“The equitable and orderly distribution of a debtor’s property requires assembling all claims against the limited assets in a single proceeding; if all creditors could not be bound, a plan of reorganization would fail.”); *In re Energy Coal S.P.A.*, 582 B.R. 619, 626–27 (Bankr. D. Del. 2018) (acknowledging the broad principles of comity applied by U.S. courts in

both recognition of foreign bankruptcies and post- recognition relief granted to foreign representatives).

72. If the terms of the Appointment Order, and the orderly liquidation of Antamex's assets, are not fully respected in the United States, there is a risk that certain of the Antamex's creditors and contract counterparties could exercise contractual remedies and/or initiate proceedings in the United States against Antamex or other parties protected by the Appointment Order. Such actions would likely result in the depletion of Antamex's resources and would detrimentally affect the value of Antamex's assets available for distribution to its creditors. Therefore, the relief requested herein is required to prevent individual creditors acting to frustrate the purpose of the Antamex Receivership by disregarding the binding Appointment Order, the objective of which is the fair, efficient, and orderly liquidation of Antamex's property and the maximizing of value for all stakeholders.

Conclusion

73. The Foreign Representative respectfully submits that the Verified Petition satisfies the requirements for the recognition of the Foreign Representative as Antamex's "foreign representative" and the Antamex Receivership as a "foreign main proceeding" and further requests entry of the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein.

Notice

74. The Foreign Representative will provide notice of this Motion consistent with Bankruptcy Rule 2002(q) and Local Rule 9013-1(m). The Foreign Representative proposes to notify all creditors and parties in interest of the filing of the Petition and the Foreign Representative's request for entry of the Order in the form and manner set forth in the *Motion for*

Order Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice, filed contemporaneously herewith. The Foreign Representative submits that, in view of the facts and circumstances, such notice is sufficient, and no other or further notice need be provided.

No Prior Request

75. No prior request for the relief sought in this Verified Petition has been made to this or any other court.

WHEREFORE, the Foreign Representative respectfully requests entry of the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as is just and proper.

[Remainder of page intentionally left blank.]

Dated: May 1, 2024

**CHIPMAN BROWN CICERO & COLE,
LLP**

/s/ Mark L. Desgrosseilliers

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Attorneys for Foreign Representative

VERIFICATION OF PETITION

I, Richard Williams, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury under the laws of the United States of America as follows:

I am a Senior Vice President of Deloitte Restructuring Inc., the court-appointed Receiver and authorized Foreign Representative for Antamex. As such, I have full authority to verify the foregoing Verified Petition on behalf of the Foreign Representative.

I have read the foregoing Verified Petition, and I am informed and believe that the factual allegations contained therein are true and accurate to the best of my knowledge, information and belief.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 1st day of May 2024
Toronto, Ontario
Canada

Deloitte Restructuring Inc., solely in its
capacity as court-appointed Foreign
Representative and not in its individual or
corporate capacity

BY: /s/ Richard Williams
Richard Williams, Senior Vice President

EXHIBIT A

(Proposed Order)

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 ()

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

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

IT IS HEREBY FOUND AND DETERMINED THAT³:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The Verified Petition is granted.

15. The Antamex Receivership is recognized as a foreign main proceeding pursuant to section 1517 of the Bankruptcy Code and is entitled to the protections of 11 U.S.C. § 1520(a), including, without limitation, the application of the protection afforded by the automatic stay under 11 U.S.C. § 362 to the Debtor and to the Debtor's property that is within the territorial jurisdiction of the United States.

16. Deloitte, in its capacity as Receiver, is the duly appointed foreign representative of the Debtor within the meaning of 11 U.S.C. § 101(24), is authorized to act on behalf of the Debtor

in this Chapter 15 Case, and is established as the exclusive representative of the Debtor in the United States.

17. The Appointment Order, including any and all existing and future extensions, amendments, restatements, and/or supplements authorized by the Canadian Court, is hereby given full force and effect, on a final basis, with respect to the Debtor and the Debtor's property that now or in the future is located within the territorial jurisdiction of the United States, including, without limitation, staying the commencement or continuation of any actions against the Debtor or its assets (except as otherwise expressly provided herein or therein).

18. All objections, if any, to the Verified Petition or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits.

19. Upon entry of this order (this "Order"), the Antamex Receivership and all prior orders of the Canadian Court shall be and hereby are granted comity and given full force and effect in the United States and, among other things:

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

- e. all persons and entities are enjoined from terminating or modifying an executory contract or unexpired lease at any time after the commencement of this Chapter 15 Case solely because of a provision in such contract or lease that is conditioned upon the commencement of the Antamex Receivership or a case under the Bankruptcy Code, or the insolvency or financial condition of the Debtor.

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

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

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

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

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

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

25. No action taken by the Foreign Representative, the Debtor, or their respective successors, agents, representatives, advisors, or counsel in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Antamex

Receivership, this Order, this Chapter 15 Case, or any adversary proceeding herein, or contested matters in connection therewith, will be deemed to constitute a waiver of any immunity afforded the Foreign Representative, including without limitation pursuant to sections 306 or 1510 of the Bankruptcy Code.

26. Pursuant to paragraphs 3(b) and 12 of the Appointment Order, (i) the banks and financial institutions with which the Debtor maintains bank accounts or on which checks are drawn or electronic payment requests made in payment of prepetition or postpetition obligations (each a “Bank” and, collectively, “Banks”) are authorized and directed, at the direction of the Foreign Representative, to continue to service and administer the Debtor’s bank accounts without interruption and in the ordinary course of business, and, at the direction of the Foreign Representative, to receive, process, honor and pay any and all such checks, drafts, wires and automatic clearing house transfers issued, whether before or after the Petition Date and drawn on the Debtor’s bank accounts by respective holders and makers thereof, and (ii) Banks providing centralized banking services to the Debtor are restrained until further order of the Canadian Court from discontinuing, altering, interfering with or terminating the supply of such services as may be required by the Foreign Representative.

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

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

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

30. A copy of this Order shall be served within five business days of entry of this order, by electronic mail to the extent email addresses are available and otherwise by U.S. mail, overnight or first-class postage prepaid, upon the Core Notice Parties (as defined in the *Motion for Order Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice*) and such

other entities as the Court may direct. Such service shall be good and sufficient service and adequate notice for all purposes.

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

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

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

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

**MOTION OF FOREIGN REPRESENTATIVE FOR PROVISIONAL RELIEF
PURSUANT TO SECTION 1519 OF THE BANKRUPTCY CODE**

Deloitte Restructuring Inc. (“Deloitte”), in its capacity as the court-appointed receiver (in such capacity, the “Receiver”) of the above captioned debtor (“Antamex” or the “Debtor”), in its capacity as the authorized foreign representative (the “Foreign Representative”) of the Debtor, which is the subject of a receivership proceeding (the “Antamex Receivership”) pursuant to section 243(1) 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”), commenced in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), submits this motion (the “Motion”), pursuant to sections 105(a), 1517, 1519 and 1521 of title 11 of the United States Code (the “Bankruptcy Code”) to the United States Bankruptcy Court for the District of Delaware (the “Court”), seeking entry of an order, substantially in the form attached hereto as **Exhibit A**, granting provisional relief (the “Provisional Relief Order”), and specifically, rendering sections 362 and 365 of the Bankruptcy Code applicable with respect to the Debtor and its Property (defined below) that is within the territorial jurisdiction of the United States pending recognition of the Antamex Receivership.

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

PRELIMINARY STATEMENT

1. In support of the requested relief, the Foreign Representative respectfully incorporates the following herein by reference: the (a) *Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 3] (the “Verified Petition”); (b) *Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 4] (the “Foreign Representative Declaration”); and (c) *Declaration of Linc Rogers in Support of Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I.] (the “Rogers Declaration”).² The Foreign Representative further represents to the Court as follows:

2. As more fully set forth in the Foreign Representative Declaration, Deloitte was appointed as Receiver over the Debtor and its assets in the Antamex Receivership. Pursuant to the Appointment Order dated March 13, 2024 (attached as **Exhibit D** to the Foreign Representative Declaration), the Receiver was authorized to, among other things, take possession of the Property, to manage the business of the Debtor, to take necessary actions to preserve the Property, and to liquidate the Property. *See* Appointment Order, ¶ 3. The Receiver was further specifically authorized to act as the Foreign Representative and to seek relief under chapter 15 of the Bankruptcy Code.

3. Accordingly, on the date hereof, the Foreign Representative filed the Verified Petition, seeking, among other things, recognition of its status as the Debtor’s foreign representative,

² Capitalized terms not otherwise defined herein shall have their meaning as set forth in the Verified Petition, Foreign Representative Declaration or Rogers Declaration, as applicable.

recognition of the Antamex Receivership as “foreign main proceedings” under section 1517 of the Bankruptcy Code, and certain related relief.

4. This Chapter 15 Case will serve a critical role in effectuating a fair and orderly liquidation process with respect to the Property, which will be made possible through the Antamex Receivership. Specifically, this case will (i) facilitate the Receiver gaining access to cash held by Antamex in a U.S. bank account, (ii) protect the Debtor’s interest in valuable Glass Production Equipment (defined below) currently in the possession of the landlord of one of the Debtor’s U.S. affiliates, (iii) prevent Antamex’s stakeholders, many of whom have contacts with the United States and are subject to personal jurisdiction of the Court, from commencing actions in the United States that are more properly the subject of the Antamex Receivership or that will interfere with its orderly administration, and (iv) permit the Receiver to seek enforcement of further relief obtained from the Canadian Court that may address issues related to U.S. customers and stakeholders. The relief requested in this Motion is necessary and appropriate for the Receiver to fulfill its mandate of preserving, protecting and realizing on the Property of Antamex.

5. The Foreign Representative now seeks certain provisional relief between the date hereof and this Court’s entry of the Foreign Representative’s proposed order recognizing the Antamex Receivership, and requests, among other things, that this Court immediately order the application of sections 362 and 365 of the Bankruptcy Code to this Chapter 15 Case.

6. Although the Appointment Order provided relief by staying proceedings against the Debtor and its Property (*see* Appointment Order ¶ 9), the Debtor may be exposed to potentially adverse action in the United States by certain creditors and other parties in interest (including contract counterparties) who may otherwise disregard the stay imposed under the Appointment Order by, among other things, exercising remedies with respect to the Property in the United States.

7. The provisional relief requested by the Foreign Representative, which is generally afforded to debtors in chapter 15 recognition proceedings, is required to fulfill its mandate of preserving, protecting and realizing on the Property.

8. Indeed, chapter 15 of the Bankruptcy Code is intended to prevent precisely these negative effects on administration of a debtor's insolvency proceeding in a foreign country by complementing and facilitating corporate rehabilitation or liquidation in another country. Therefore, and for reasons further described herein, the Foreign Representative respectfully submits that provisional relief is urgently needed to prevent disruption to the Antamex Receivership, conserve the value of the Debtor's assets, and to avoid prejudice to the Receiver's fulfillment of its mandate.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Foreign Representative confirms its consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

10. This Chapter 15 Case has been properly commenced pursuant to section 1504 of the Bankruptcy Code by the filing of a petition for recognition of the Antamex Receivership under section 1515 of the Bankruptcy Code.

11. Venue is proper pursuant to 28 U.S.C. § 1410. Antamex has property in the State of Delaware in the form of its membership interest in Antamex U.S. LLC, a Delaware limited liability company with its registered head office in Dover, Delaware, for which Antamex serves as the sole member and manager. Additionally, the Debtor has property located in Wilmington, DE in the form of a retainer in the amount of \$10,000 provided to Reliable Companies ("Reliable") in connection with a

written agreement between Reliable and the Foreign Representative to provide the Foreign Representative with administrative support and noticing services for this Chapter 15 Case. Further, as more particularly described below, Antamex has cash held in HSBC Bank USA, N.A., a national banking association, with its U.S. headquarters located in New York, New York and offices located in various locations within the U.S., tangible assets, and contractual rights located in the United States.

12. The bases for the relief requested herein are sections 105(a), 362, 365, 1519, and 1521 of the Bankruptcy Code and Rule 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

BACKGROUND

13. The Debtor is a British Columbia corporation that formerly had significant operations in Ontario, British Columbia, Alberta and across the United States. Antamex is a wholly owned subsidiary of Antamex Industries Inc., a corporation organized and existing under the laws of the State of Delaware. Antamex was in the business of designing, engineering, manufacturing, and installing custom, modular glass façade solutions for multi-story buildings.

14. On March 13, 2024, on the application of Export Development Canada (“EDC”)³, a secured creditor of the Debtor, the Canadian Court entered the Amended and Restated Order (Appointing Receiver) (the “Appointment Order”)⁴. The Appointment Order provides for the appointment of Deloitte as Receiver, without security, of all the present and future assets, undertakings, and properties of Antamex acquired for, or used in relation to a business carried on by Antamex, including all proceeds thereof (the “Property”).

15. The Appointment Order includes the following “stay” provisions to be in force:

³ EDC is a Crown corporation created under Canada’s Export Development Act that serves as Canada’s Export Credit Agency.

⁴ The Appointment Order is attached as Exhibit D to the Foreign Representative Declaration.

8. NO PROCEEDINGS AGAINST THE RECEIVER. 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. Appointment Order, ¶ 8.

9. NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with 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. Appointment Order, ¶ 9.

10. NO EXERCISE OF RIGHTS OR REMEDIES. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (a) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (b) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

Id., ¶ 8-10.

16. The Appointment Order also vests the Receiver with broad power and control over the Debtor’s assets and business, including the authority to take possession of and control the Debtor’s assets and business. Deloitte Decl., Ex. D, ¶ 3. This mandate also specifically includes, *inter alia*, the power “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,…” *Id.*, ¶ 3(f).

NEED FOR CHAPTER 15 PROVISIONAL RELIEF

17. As set forth in the Foreign Representative Declaration, Antamex owns certain valuable glass production equipment (the “Glass Production Equipment”) which is currently stored at the

former leased property of one of Antamex's U.S. affiliates. The landlord of such property (the "Landlord") has re-let the premises to a new tenant and claims an ownership interest in the Glass Production Equipment. The Receiver is concerned about the position taken by the landlord and the risk such position poses to the Glass Production Equipment.

18. Furthermore, at the time the Receiver was appointed, Antamex had USD \$858,497.46 held in a U.S. deposit account at HSBC Bank USA, N.A. ("HSBC US"). HSBC US refuses to turnover these funds to the Receiver without the Appointment Order being domesticated in the United States. The amount in the U.S. deposit account has been depleted to \$346,504.89 since the date of the Receiver's appointment as a result of certain pre-authorized debits.

19. Antamex also holds contract rights and receivables related to certain completed, and incomplete, engagements for the design, engineering, manufacturing and installation of highly engineered glass façade systems located in Boston, Massachusetts and other parts of the United States, including California, Michigan, New York, Ohio, and Pennsylvania. Granting the provisional relief requested herein will prevent contractual counterparties from exercising certain rights and remedies in the United States during the course of the Antamex Receivership pending the Court's consideration of the Verified Petition.

20. The Foreign Representative is seeking provisional relief from this Court during the period between the date of filing of this Motion and this Court's entry of the Foreign Representative's proposed order recognizing the Antamex Receivership in order to preserve the status quo including, but not limited to, enforcing the stay provisions of the Appointment Order and ordering the application of sections 362 and 365 of the Bankruptcy Code to this Chapter 15 Case in the interim. Such relief is necessary to allow the Receiver to preserve assets that should be available for distribution to all of the Debtor's creditors and to prevent dissipation of the assets in violation of the

stay in place pursuant to the Appointment Order. Moreover, in order for the Receiver to effectively liquidate the Debtor's assets and administer a claims process under the supervision of the Canadian Court, the Receiver must have full advantage of a stay in proceedings (including the protections of Sections 362 and 365(e) of the Bankruptcy Code) so that it may gain access to the Debtor's cash held in U.S. bank accounts, protect the Debtor's rights in the Glass Production Equipment, preserve its contractual rights, evaluate the Debtor's other property interests, and investigate any claims asserted against the Debtor's Property.

21. For all of the above reasons, the provisional relief described below is necessary to prevent disruption to the Antamex Receivership, conserve the value of the Debtor's assets, and to avoid prejudice to the Receiver's fulfillment of its mandate of preserving, protecting and realizing on the Property.

RELIEF REQUESTED

22. Pursuant to sections 105(a), 1519, and 1521 of the Bankruptcy Code, the Foreign Representative respectfully requests that the Court enter the Provisional Relief Order, substantially in the form attached hereto as **Exhibit A**, granting the following provisional relief pending recognition of the Antamex Receivership:

- a. Recognition and enforcement in the United States, on a provisional basis, of the Appointment Order providing for, among other things:⁵
 - i. staying all proceedings and remedies taken or that might be taken in respect of the Debtor or its Property until the Court rules on the Debtor's Chapter 15 Petitions to the same extent provided in the Appointment Order; and
 - ii. recognizing the effectiveness of the Appointment Order insofar as it granted the Receiver powers set forth in Paragraph 3 of the Appointment Order, including, among other things, the power to access and take

⁵ Capitalized terms used in this section but not otherwise defined herein shall have the meanings ascribed to them in the Appointment Order.

control of the Debtor's bank accounts.

- b. Recognizing the Foreign Representative as the representative of the Debtor with full authority to administer the Debtor's assets and affairs in the United States.
- c. Finding that, until the Court rules on the Debtor's Chapter 15 Petitions, Section 362 of the Bankruptcy Code shall apply with respect to the Debtor and the Property that is within the territorial jurisdiction of the United States. For the avoidance of doubt and without limiting the generality of the foregoing, the Provisional Relief Order shall impose a stay within the territorial jurisdiction of the United States of:
 - i. The commencement or continuation, including the issuance or employment of process of, any judicial, administrative, or any other action or proceeding involving or against the Debtor or its assets or proceeds thereof, or to recover a claim or enforce any judicial, quasi-judicial, regulatory, administrative, or other judgment, assessment, order, lien or arbitration award against the Debtor or its assets or proceeds thereof, or to exercise any control over the Debtor's assets located in the United States except as authorized by the Foreign Representative in writing;
 - ii. The creation, perfection, seizure, attachment, enforcement, or execution of liens or judgments against the Property in the United States or from transferring, encumbering or otherwise disposing of or interfering with the Debtor's assets or agreements in the United States without the express consent of the Foreign Representative;
 - iii. Any act to collect, assess, or recover a claim against the Debtor that arose before the commencement of the Debtor's Chapter 15 Case; and
 - iv. The setoff of any debt owing to the Debtor that arose before the commencement of the Debtor's Chapter 15 Case against any claim against the Debtor.
- d. Finding that for counterparties to the Debtor's executory contracts and unexpired leases, section 365(e) of the Bankruptcy Code shall apply with respect to the Debtor and the Property that is within the territorial jurisdiction of the United States.
- e. Finding specifically that, until the Court rules on the Verified Petition, any and all counterparties to executory contracts with the Debtor are prohibited from taking any steps to terminate or modify any such contract.
- f. Finding that, until the Court rules on the Verified Petition, any and all licensors or licensees are hereby prohibited from taking any steps to terminate or modify any license to which the Debtor is a party for any reason, including non-

payment of royalties and/or due to any ipso facto clause described by Section 365(e)(1) of the Bankruptcy Code.

- g. Finding that, until the Court rules on the Verified Petition, any and all landlords or other parties with a lease of premises to the Debtor located within the U.S. are hereby prohibited from: taking any steps to terminate, or modify any lease for any reason, including non-payment of rent and/or due to any *ipso facto* clause described by Section 365(e)(1) of the Bankruptcy Code; enforcing any “landlord lien”, possessory lien or similar lien against any Property; changing the locks or codes on the Debtor’s premises; or commencing or continuing any eviction or similar proceedings;
- h. Finding that, pursuant to paragraphs 3(b) and 12 of the Appointment Order, until the Court rules on the Verified Petition, (i) the banks and financial institutions with which the Debtor maintains bank accounts or on which checks are drawn or electronic payment requests made in payment of prepetition or postpetition obligations (each a “Bank” and, collectively, “Banks”) are authorized and directed, at the direction of the Foreign Representative, to continue to service and administer the Debtor’s bank accounts without interruption and in the ordinary course of business, and, at the direction of the Foreign Representative, to receive, process, honor and pay any and all such checks, drafts, wires and automatic clearing house transfers issued, whether before or after the Petition Date and drawn on the Debtor’s bank accounts by respective holders and makers thereof, and (ii) Banks providing centralized banking services to the Debtor are restrained until further order of the Canadian Court from discontinuing, altering, interfering with or terminating the supply of such services as may be required by the Foreign Representative;
- i. Recognizing the effectiveness of the Appointment Order insofar as it granted the Receiver and its counsel the Receiver’s Charge as security for payment of their reasonable fees and disbursements (in each case at their standard rates and charges unless otherwise ordered by the Court), both before and after the issuance of the Appointment Order, as a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favor of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA;
- j. Finding that the Foreign Representative shall have the rights and protections to which the Foreign Representative is entitled under chapter 15 of the Bankruptcy Code, including, but not limited to, the protections limiting the jurisdiction of United States Courts over the Foreign Representative in accordance with section 1510 of the Bankruptcy Code and the granting of additional relief in accordance with sections 1519(a)(3) and 1521 of the Bankruptcy Code; and
- k. Finding that notwithstanding any provision in the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) to the contrary, (i) the Provisional Relief

Order shall be effective immediately and enforceable upon entry, (ii) the Foreign Representative is not subject to any stay in the implementation, enforcement, or realization of the relief granted in the Provisional Relief Order, and (iii) the Foreign Representative is authorized and empowered, and may, in its discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of the Provisional Relief Order.

BASIS FOR RELIEF

23. The Foreign Representative has contemporaneously filed the Verified Petition seeking recognition and a ruling that the Antamex Receivership is a foreign main proceeding under section 1517 of the Bankruptcy Code. Section 1519 of the Bankruptcy Code permits the Court “[f]rom the time of filing a petition for recognition until [it] rules on the petition” to grant provisional relief pending recognition of the foreign proceeding where such relief is “urgently needed to protect the assets of the debtor or the interests of the creditors.” 11 U.S.C. § 1519(a). Sections 1519(a)(1)-(3) of the Bankruptcy Code define the scope of available provisional relief, which includes:

- a. staying execution of the debtor’s assets;
- b. entrusting the administration or realization of all or part of the debtor’s assets located in the United States to the foreign representative, or another person authorized by the court, including an examiner, in order to protect and preserve the value of assets that, by their nature or because of other circumstances, are perishable, susceptible to devaluation or otherwise in jeopardy; and
- c. any relief referred to in paragraph (3), (4), or (7) of section 1521(a).

11 U.S.C. § 1519(a).

24. The Foreign Representative seeks enforcement of the stay provisions of the Appointment Order and imposition of sections 362 and 365(e) of the Bankruptcy Code for the purpose of maintaining the *status quo* until the Court rules on the Verified Petition. Imposition of such relief is contemplated by section 1521(a)(7) of the Bankruptcy Code. Accordingly, the Foreign Representative seeks provisional relief under sections 105(a) and 1519 of the Bankruptcy Code. The

Foreign Representative intends to seek continuation of the stay via section 1521(a)(1) of the Bankruptcy Code upon the granting of foreign main recognition.

25. The provisional relief requested here is an “effective mechanism” to implement the chapter 15 policies of promoting cooperation between courts of the United States and courts of foreign countries involved in cross-border restructuring cases. The “fair and efficient administration of cross border [cases] that protects the interest of all creditors, and other interested entities,” including the Debtor, is essential to the “protection and maximization of the value of the [Debtors’] assets.” 11 U.S.C. § 1501(a).

26. Furthermore, the provisional relief sought herein is of a type frequently granted in chapter 15 cases. Bankruptcy courts in the United States have routinely imposed the automatic stay provisions of section 362 stay or ordered similar relief to maintain the *status quo* pending recognition or disposition of foreign proceedings in ancillary cases under both chapter 15 and section 304 of the Bankruptcy Code, including in respect of recognition proceedings that relate to restructurings of corporations in Canadian courts. *See, e.g., In re Pride Group Holdings, Inc.*, Case No. 24-10632 (Bankr. D. Del. April 3, 2024) [ECF No. 49] (granting provisional relief making section 362 of the Bankruptcy Code applicable on a limited basis); *In re Simex Inc.*, Case No. 24-10083 (Bankr. D. Del. Jan. 26, 2024) [ECF No. 26] (same); *In re NextPoint Financial Inc.*, Case No. 23-10983 (Bankr. D. Del. July 27, 2023) [ECF No. 39] (same); *In re Acerus Pharms. Corp.*, Case No. 23-10111 (Bankr. D. Del. January 31, 2023) [ECF No. 25] (same); *In re Yatsen Grp. of Cos. Inc.*, Case No. 21-10073 (Bankr. D. Del. January 27, 2021) [ECF No. 23] (same); *In re Hematite Holdings Inc.*, Case No. 20-12387 (Bankr. D. Del. Sept. 23, 2020) [ECF No. 10] (same); *In re CDS U.S. Holdings, Inc.*, Case No. 20-11719 (Bankr. D. Del. July 2, 2020); *In re DAVIDsTEA Inc.*, Case No. 20-11802 (Bankr. D. Del. July 9, 2020) [ECF No. 21] (same); *In re Lone Pine Res. Inc.*, No. 13-12487 (Bankr. D. Del. Sept. 26,

2013) [ECF No. 18] (same); *In re Just Energy Grp. Inc.*, No. 21-30823 (Bankr. S.D. Tex. Mar. 9, 2021) [ECF No. 23] (same); *In re Essar Steel Algoma Inc.*, No. 15-12271 (Bankr. D. Del. Nov. 10, 2015) [ECF No. 35-3] (same).

I. Provisional Relief Is Urgently Needed to Protect the Debtor's Assets.

27. The provisional relief is urgently needed here to protect the Debtor's assets and to protect the interests of creditors as a whole. *See* 11 U.S.C. § 1519(a). Although a "petition for recognition of a foreign proceeding shall be decided upon at the earliest possible time," there is necessarily a gap between the time the petition for recognition is filed and the time the court makes a decision on whether a proceeding should be recognized. 11 U.S.C. § 1517(c). Prior to recognition, a chapter 15 debtor is not entitled to the automatic stay or any other provisions of the Bankruptcy Code, which, in this case, necessitates an order granting provisional relief. Provisional relief should be granted "where relief is urgently needed to protect the assets of the debtor or the interests of the creditors." 11 U.S.C. § 1519(a).

28. Without the limited application of section 362, there is a real and significant risk that certain of the Debtor's stakeholders, many of whom have contacts with the United States and are subject to personal jurisdiction of this Court, may commence actions or otherwise exercise remedies in the United States that are more properly the subject of the Antamex Receivership or that could interfere with the Receiver's ability to maximize the value of, and liquidate the Debtors' assets for, the benefit of all stakeholders. This risk is precisely what provisional relief under section 1519 of the Bankruptcy Code is intended to address. *See, e.g., In re Petition of Garcia Avila*, 296 B.R. 95, 114 (Bankr. S.D.N.Y. 2003) (finding that, under former section 304 of the Bankruptcy Code, irreparable harm would be caused by permitting creditors to execute judgments against bond proceeds because it would "diminish the recovery available to other creditors and possibly wreck the reorganization").

29. Absent the relief requested herein, there is also a real and significant risk that the cash held in the Debtor's account at HSBC US will be further depleted by continuing withdrawals for pre-authorized debits on account of obligations of the Debtor predating the entry of the Appointment Order.

30. Most importantly, as detailed above, counterparties to executory contracts who may not believe they are subject to the Appointment Order, may allege events of default and take actions in the United States to pursue remedies based on such alleged events of default, absent the relief requested herein. An action against the Debtor at this time will severely impair the Receiver's ability to liquidate the Debtor's assets for the benefit of all stakeholders and potentially result in damage to their value and harm to other creditors and other stakeholders.

II. The Requested Relief Meets the Standards for a Preliminary Injunction.

31. Provisional relief under chapter 15 of the Bankruptcy Code is conditioned on a foreign representative demonstrating that a debtor meets the standards applicable to an injunction. *See* 11 U.S.C. § 1519(e). In the Third Circuit, that standard requires a movant to show that: (a) it has a likelihood of success on the merits; (b) it will suffer irreparable harm if the requested injunction is denied; (c) granting preliminary relief will not result in greater harm to the nonmoving party; and (d) the public interest favors such relief. *U.S. v. Bell*, 414 F.3d 474, 478 n.4 (3d Cir. 2005) (citing *ACLU of N.J. v. Black Horse Pike Reg'l Bd. of Educ.*, 84 F.3d 1471, 1477 n.2 (3d Cir. 1996)); *In re Nortel Networks UK Ltd.*, 538 B.R. 699, 704-05 (Bankr. D. Del. 2015) (citing *U.S. v. Bell*, 414 F.3d 474, 478 n.2 (3d Cir. 2005)); *see also Rogers v. Corbett*, 468 F.3d 188, 192 (3d Cir. 2006) (citations omitted); *Kos Pharm., Inc. v. Andrx Corp.*, 369 F.3d 700, 708 (3d Cir. 2004) (citations omitted). The Foreign Representative satisfies the applicable standard.

a. There Is a Substantial Likelihood of Recognition of the Antamex Receivership as a Foreign Main Proceeding and Application of Requested Additional Bankruptcy Code Provisions.

32. There is a compelling case for recognition of the Antamex Receivership as a foreign

main proceeding. The Antamex Receivership is clearly a “foreign main proceeding”, and the Foreign Representative is a “foreign representative” as those terms are defined in the Bankruptcy Code. In addition, this Chapter 15 Case was duly and properly commenced by filing the chapter 15 petition accompanied by all fees, documents, and information required by the Bankruptcy Code and the Bankruptcy Rules. Upon recognition of the Antamex Receivership as a foreign main proceeding, section 362 of the Bankruptcy Code will automatically apply in this Chapter 15 Case pursuant to section 1520(a)(1) of the Bankruptcy Code. 11 U.S.C. § 1520(a)(1). Moreover, application of section 365(e) on an interim basis, preventing contract counterparties from terminating their prepetition contracts with the Debtor, is consistent with the injunctive relief afforded by the automatic stay under section 362.

b. The Debtor Will Suffer Irreparable Harm Absent Provisional Relief.

33. Application of provisional relief pursuant to sections 362 and 365(e) of the Bankruptcy Code in this case is critical to the prevention of irreparable damage to the Antamex Receivership. This Chapter 15 Case was commenced for the purpose of obtaining the assistance of this Court in respect of the Antamex Receivership and to give effect in the United States to the Appointment Order and subsequent orders of the Canadian Court. As noted in the Foreign Representative Declaration and in the Verified Petition, the Debtor has assets in the United States, including a bank account, Glass Production Equipment, and valuable contracts. Unless the Provisional Relief Order is granted and all creditors and counterparties are enjoined, the Receiver faces the risk that the Debtor’s creditors may take enforcement actions to recover against its United States assets, as well as the risk that contract counterparties may attempt to assert rights to the Property. Additionally, cash held in the Debtor’s U.S. bank account may continue to be dissipated by continued automatic withdrawals that the Receiver has not authorized. If certain creditors and other counterparties unilaterally pursue

collection or enforcement efforts, such actions could diminish the value of the Debtor's assets to the detriment of all stakeholders. The relief requested herein is necessary to protect against these risks.

34. The purpose of chapter 15 is to provide such protection by, among other things, ensuring that all of a debtor's creditors are enjoined from taking action against the debtor's assets, thereby preventing some creditors from getting an unfair advantage over others. *See* 11 U.S.C. § 1501. A number of courts have recognized the need to provide provisional relief to ensure the orderly distribution of a debtor's assets in a single proceeding and prevent piecemeal enforcement against a debtor's assets across multiple jurisdictions. *See, e.g., In re Energy Coal S.P.A.* 582 B.R. 619, 626-27 (Bankr. D. Del. 2018) (stating that harm to an estate exists where orderly determination of claims and fair distribution of assets are disrupted); *Victrix S.S. Co., S.A. v. Salen Dry Cargo, A.B.*, 825 F.2d 709, 713-14 (2d Cir. 1987) (same); *In re Banco Nacional de Obras y Servicios Publicos, S.N.C.*, 91 B.R. 661, 664 (Bankr. S.D.N.Y. 1988) (stating that injunctive relief is necessary "to prevent individual American creditors from arrogating to themselves property belonging to the creditors as a group."); *In re Lines*, 81 B.R. 267, 270 (Bankr. S.D.N.Y. 1988) (stating that "the premature piecing out of property involved in a foreign liquidation proceeding constitutes irreparable injury.").

c. Provisional Relief Will Benefit Creditors.

35. In contrast to the hardships described above, preservation of the *status quo* through imposition of the automatic stay and prevention of enforcement of contract remedies while the Receiver undertakes the liquidation process in the Antamex Receivership will not prejudice creditors. Indeed, creditors as a whole will benefit from such relief. The relief requested in this Motion is intended to be temporary, extending only through the disposition of the Verified Petition. Moreover, the Provisional Relief Order specifically provides that any creditor that believes it has been harmed by the provisional relief granted therein may file a motion with the Court seeking relief therefrom. Granting the request for provisional relief actually will benefit the Debtor's creditors because it will

ensure the value of the Debtor's assets and business is preserved, protected, and maximized for the benefit of, and fair distribution, to all creditors.

d. **Public Interest Favors Granting Provisional Relief.**

36. As noted above, the requested interim relief is consistent with the policies underlying the Bankruptcy Code, including the provision of a breathing spell for a debtor and the equitable treatment of all creditors. Additionally, granting the requested relief is in the public interest because it will facilitate the Receiver's efforts to maximize the value of the Property for the benefit of the Debtor's creditors and other stakeholders—including those in the United States. *See Rehabworks, Inc. v. Lee (In re Integrated Health Servs., Inc.)*, 281 B.R. 231, 239 (Bankr. D. Del. 2002) (“In the context of a bankruptcy case, promoting a successful reorganization is one of the most important public interests.”); *Am. Film Techs, Inc. v. Taritero (In re Am. Film Techs., Inc.)*, 175 B.R. 847, 849 (Bankr. D. Del. 1994) (“It is ‘one of the paramount interests’ of this court to assist the Debtor in its reorganization efforts.”) (quoting *Gathering Rest., Inc. v. First Nat’l Bank of Valparaiso (In re Gathering Rest., Inc.)*, 79 B.R. 992, 1001 (Bankr. N.D. Ind. 1986)). Moreover, granting provisional relief is in the public interest because it promotes cooperation between jurisdictions in cross-border insolvencies, which is an express purpose of chapter 15 of the Bankruptcy Code. 11 U.S.C. § 1501(a).

37. For these reasons, courts in this circuit have frequently granted requests for similar provisional relief in chapter 15 cases. *See, e.g., CDS U.S. Holdings, Inc.*, No. 20-11719 (CSS) (Bankr. D. Del. July 2, 2020) (order granting provisional relief, including recognition and enforcement of the initial order entered in the CCAA proceeding and conditional recognition and enforcement of the Amended and Restated Initial CCAA Order, and application of sections 362, 364(e) and 365(e)); *In re The Aldo Group, Inc.*, No. 20-11060 (KBO) (Bankr. D. Del. May 8, 2020) (same); *In re Energy Coal S.P.A.*, No. 15-12048 (LSS) (Bankr. D. Del. Oct. 7, 2015) (order granting provisional relief, including application of section 362); *In re Lone Pine Res. Inc.*, No. 13-12487 (BLS) (Bankr. D. Del. Sept. 26,

2013) (order granting provisional relief, including recognition and enforcement of the initial order entered in the CCAA proceeding, and application of section 362); *In re Catalyst Paper Corp.*, No. 12-10221 (PJW) (Bankr. D. Del. Jan. 19, 2012) (order granting provisional relief, including application of sections 362 and 365(e)); *In re Arctic Glacier Int'l Inc.*, No. 12-10605 (KG) (Bankr. D. Del. Feb. 23, 2012) (order granting provisional relief, including recognition and enforcement of the initial order entered in the CCAA proceeding, and application of sections 362, 364(e) and 365(e)).

WAIVER OF BANKRUPTCY RULE 1007(A)(4)(B)

38. Contemporaneously with the filing of this Motion, the Foreign Representative filed the Lists Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(4) and 7007.1 (the “Bankruptcy Disclosures”). Among other things, Bankruptcy Rule 1007(a)(4)(B) requires a list of all entities against whom provisional relief is being sought under Section 1519 of the Bankruptcy Code, unless the court orders otherwise. As set forth in this Motion and as reflected in the Bankruptcy Disclosures, the Foreign Representative seeks provisional application of the stay similar to that available under Section 362 of the Bankruptcy Code that would specifically, but not exclusively, affect those parties. The relief sought herein could likewise affect other parties to the extent any party might commence litigation against the Debtor or enforce remedies against its Property.

39. The disclosure provided in the Rule 1007 statement with respect to this Motion is sufficient to satisfy Bankruptcy Rule 1007(a)(4)(b). However, and given that other, unknown parties may be affected, the Foreign Representative also requests that the Court waive any further requirement under Rule 1007(a)(4)(B) with respect to the provisional relief sought by this Motion as applied to parties that will be generally affected by the provisional relief order especially in light of the extensive number of parties that the Debtor did include in the Bankruptcy Disclosures.

NO PRIOR REQUEST

40. No previous request for the relief requested herein has been made to this Court or any other court.

NOTICE

41. The Foreign Representative will provide notice of this Motion consistent with Bankruptcy Rule 2002(q) and Local Rule 9013-1(m). The Foreign Representative proposes to notify all creditors and parties in interest of the filing of the Petitions and the Foreign Representative's request for entry of an order granting the relief sought in the Verified Petition in the form and manner set forth in the *Motion for Order Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice*, filed contemporaneously herewith. The Foreign Representative submits that, in view of the facts and circumstances, such notice is sufficient, and no other or further notice need be provided.

WHEREFORE the Foreign Representative respectfully requests that this Court enter the Provisional Relief Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

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Dated: May 1, 2024

CHIPMAN BROWN

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EXHIBIT A

(Proposed Order)

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

**ORDER GRANTING PROVISIONAL RELIEF
PURSUANT TO SECTION 1519 OF THE BANKRUPTCY CODE**

Upon the motion for certain provisional and injunctive relief (the “Motion”)² filed by Deloitte Restructuring Inc., in its capacity as court-appointed receiver (in such capacity, the “Receiver”) of the above-captioned debtor (the “Debtor”), in its capacity as the authorized foreign representative (in such capacity, the “Foreign Representative”) of the Debtor, in connection with the Debtor’s receivership proceedings under Canadian law currently pending (the “Antamex Receivership”); and upon this Court’s review and consideration of the Motion, Verified Petition, Foreign Representative Declaration, and Rogers Declaration; this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. §§ 109 and 1501; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); venue being proper before this Court pursuant to 28 U.S.C. § 1410; appropriate, sufficient, and timely notice of the filing of the Motion and the hearing thereon having been given pursuant to rules 1012(b) and 2002(q) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and upon the record established at such hearing; it appearing that the relief requested in the Motion is necessary to preserve the value of the Property and is in the best interests

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

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

of the Debtor's estate, its creditors and other parties interest; and the Court having determined that the relief requested in the Motion is consistent with the purpose of chapter 15 of the Bankruptcy Code and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and no objections or other responses having been filed that have not been overruled, withdrawn or otherwise resolved; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. There is a substantial likelihood that the Foreign Representative will successfully demonstrate that the Antamex Receivership constitutes a "foreign main proceeding" as defined in Section 1502(4) of the Bankruptcy Code and that the Court will determine that the additional relief sought herein, including the relief under Sections 362 and 365, is necessary to effectuate the purpose of chapter 15 and protect the Property and the interests of creditors as contemplated by Section 1521 of the Bankruptcy Code.

C. The commencement or continuation of any action or proceeding in the United States against the Debtor should be enjoined pursuant to sections 105(a) and 1519 of the Bankruptcy Code to permit the expeditious and economical administration of the Antamex Receivership, and such relief will either (a) not cause an undue hardship to other parties in interest or (b) any hardship to parties is outweighed by the benefits of the relief requested.

D. Consistent with findings by the Canadian Court and relief granted under the Appointment Order, unless a preliminary injunction is issued with respect to the Debtor, there is a material risk that the Debtor's creditors or other parties-in-interest in the United States could use the Antamex Receivership and this Chapter 15 Case as a pretext to exercise certain remedies or to assert rights under executory contracts with respect to the Debtor.

E. Such acts could (a) interfere with and cause harm to the Debtor's efforts to administer the Antamex Receivership, (b) diminish the value of the Property, and (c) undermine the Receiver's efforts to achieve an equitable result for the benefit of all of the Debtor's creditors. Accordingly, there is a material risk that the Debtor may suffer immediate and irreparable injury, and it is therefore necessary that the Court enter this order (this "Order").

F. The Foreign Representative has demonstrated that, in the interest of comity, the purpose of chapter 15 is carried out by granting recognition on a provisional basis supported by the evidence presented on the record in the Canadian proceeding and giving effect to the Appointment Order.

G. The interest of the public will be served by this Court's entry of this Order.

H. All creditors and other parties in interest are sufficiently protected by the grant of the relief ordered hereby in compliance with Section 1522(a) of the Bankruptcy Code.

I. The Foreign Representative and the Debtor are entitled to the full protections and rights available pursuant to section 1519(a)(1)-(3) of the Bankruptcy Code.

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

1. Beginning on the date of this Order and continuing until the date of the entry of an order of this Court recognizing the Antamex Receivership as a "foreign main proceeding" as defined

in section 1502(4) of the Bankruptcy Code and the Foreign Representative as a “foreign representative” as defined in section 101(24) of the Bankruptcy Code (unless otherwise extended pursuant to section 1519(b) of the Bankruptcy Code), with respect to the Debtor:

- a. the Foreign Representative shall be the representative of the Debtor with full authority to administer the Debtor’s assets and affairs in the United States;
- b. section 362 of the Bankruptcy Code shall apply with respect to the Debtor and the assets of the Debtor that are within the territorial jurisdiction of the United States. For the avoidance of doubt and without limiting the generality of the foregoing, the Provisional Relief Order shall impose a stay within the territorial jurisdiction of the United States of:
 - i. the commencement or continuation, including the issuance or employment of process, of any judicial, administrative, or any other action or proceeding against the Debtor, or to recover a claim against the Debtor, or enforce against the Debtor or its assets any judgment, or obtain possession of property of its estate or of property of its estate, or to exercise any control over the Debtor’s assets located in the United States except as authorized by the Foreign Representative in writing;
 - ii. the creation, perfection, or enforcement of liens against the Debtor’s assets in the United States without the express consent of the Foreign Representative;
 - iii. any act to collect, assess, or recover a claim against the Debtor or its assets that arose before the commencement of the Debtor’s Chapter 15 Case; and
 - iv. the setoff of any debt owing to the Debtor that arose before the commencement of the Debtor’s Chapter 15 Case against any claim against the Debtor;
- c. for counterparties to the Debtor’s executory contracts or unexpired leases, section 365(e) of the Bankruptcy Code shall apply with respect to the Debtor and the property of the Debtor that is within the territorial jurisdiction of the United States;
- d. until the Court rules on the Verified Petition, any and all counterparties to executory contracts, licensors or licensees, or landlords or lessors, are hereby prohibited from taking any steps to terminate or modify any executory contract, license, or lease to which the Debtor is a party for any reason, including non-payment of royalties and/or due to any *ipso facto* clause described by Section 365(e)(1) of the Bankruptcy Code;

- e. pursuant to paragraphs 3(b) and 12 of the Appointment Order, until the Court rules on the Verified Petition, (i) the banks and financial institutions with which the Debtor maintains bank accounts or on which checks are drawn or electronic payment requests made in payment of prepetition or postpetition obligations (each a “Bank” and, collectively, “Banks”) are authorized and directed, at the direction of the Foreign Representative, to continue to service and administer the Debtor’s bank accounts without interruption and in the ordinary course of business, and, at the direction of the Foreign Representative, to receive, process, honor and pay any and all such checks, drafts, wires and automatic clearing house transfers issued, whether before or after the Petition Date and drawn on the Debtor’s bank accounts by respective holders and makers thereof, and (ii) Banks providing centralized banking services to the Debtor are restrained until further order of the Canadian Court from discontinuing, altering, interfering with or terminating the supply of such services as may be required by the Foreign Representative;
- f. until the Court rules on the Verified Petition, the Foreign Representative shall be authorized to assert a first priority charge on all of the Debtor’s assets as security for the reasonable fees and disbursements of the Receiver and its counsel consistent with the Receiver’s Charge as authorized by the Appointment Order insofar as it granted the Receiver and its counsel the Receiver’s Charge as security for payment of their reasonable fees and disbursements (in each case at their standard rates and charges unless otherwise ordered by the Court), both before and after the issuance of the Appointment Order, as a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favor of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA;
- g. the Foreign Representative shall have the rights and protections to which the Foreign Representative is entitled under chapter 15 of the Bankruptcy Code, including, but not limited to, the protections limiting the jurisdiction of United States Courts over the Foreign Representative in accordance with section 1510 of the Bankruptcy Code and, to the extent provided in the Appointment Order or otherwise provided for herein, the granting of additional relief in accordance with sections 1519(a)(3) and 1521 of the Bankruptcy Code ; and
- h. notwithstanding any provision in the Bankruptcy Rules to the contrary, (i) the Provisional Relief Order shall be effective immediately and enforceable upon entry, (ii) the Foreign Representative is not subject to any stay in the implementation, enforcement, or realization of the relief granted in the Provisional Relief Order, and (iii) the Foreign Representative is authorized and empowered, and may, in its discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of the Provisional Relief Order.

2. The Appointment Order, attached hereto as **Exhibit 1**, is hereby given full force and effect on a provisional basis, including, without limitation, the sections of the Appointment Order (a) empowering and authorizing the Receiver to take necessary actions to conduct the Antamex Receivership, as outlined in paragraph 3 of the Appointment Order, (b) staying the commencement or continuation of any actions against the Debtor and its assets, and (c) granting relief with respect to executory contract, license and lease obligations of the Debtor.

3. Pursuant to Bankruptcy Rule 7065, the security provisions of Rule 65(c) of the Federal Rules of Civil Procedure are waived, to the extent applicable.

4. Service in accordance with this Order shall be deemed good and sufficient service and adequate notice for all purposes. The Foreign Representative and its agents are authorized to serve or provide any notices required under the Bankruptcy Rules or Local Rules.

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

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

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

EXHIBIT 1



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 13TH
)
JUSTICE BLACK) DAY OF MARCH, 2024
)

B E T W E E N :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

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

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

THIS APPLICATION made by the applicant, Export Development Canada (“**EDC**”), for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of the respondent, Antamex Industries ULC (the “**Debtor**”) acquired for, or used

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

ON READING the affidavit of Adam Smith sworn February 21, 2024 and the Exhibits thereto (the “**Smith Affidavit**”), the affidavit of Connie Deng sworn February 26, 2024 and the Exhibits thereto, the report of counsel for EDC dated March 4, 2024 and the attachments thereto, the report of counsel for the Debtor and counsel for Euler Hermes North America Insurance Company, Aviva Insurance Company of Canada and Nationwide Mutual Insurance Company (collectively, the “**Sureties**”) dated March 4, 2024 and the attachments thereto, the affidavit of John Tangney sworn March 11, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for EDC, counsel for the proposed Receiver, counsel for Norwich 40 TGCI LLC (the “**Landlord**”), counsel for the Sureties, counsel for Suffolk Construction Company, Inc., and such other parties listed on the participant information form, no one else appearing although duly served as appears from the Lawyer’s Certificates of Service of Montana Licari dated February 22 and February 26, 2024, and on reading the consent of Deloitte to act as the Receiver, filed,

SERVICE

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

APPOINTMENT

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

RECEIVER’S POWERS

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

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

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

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
 - (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
 - (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER’S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

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

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

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

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

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

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



Justice W.D. Black

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. [●]

AMOUNT \$[●]

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

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

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

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

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

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

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

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

DATED the [●] day of [●], 2024.

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

Per: _____

Name:

Title:

EXPORT DEVELOPMENT CANADA

-and-
Applicant

ANTAMEX INDUSTRIES ULC

Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
Toronto

**ORDER
(Appointing Receiver)**

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Lawyers for the Applicant

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

**MOTION OF FOREIGN REPRESENTATIVE FOR ENTRY OF AN ORDER
AUTHORIZING REDACTION OF CERTAIN PERSONAL IDENTIFYING
INFORMATION WITHIN THE CONSOLIDATED VERIFIED LIST PURSUANT TO
FEDERAL RULES OF BANKRUPTCY PROCEDURE 1007(A)(4), 1008, AND 2002(Q)**

Deloitte Restructuring Inc. (“Deloitte”), in its capacity as the court-appointed receiver (in such capacity, the “Receiver”) of the above captioned debtor (“Antamex” or the “Debtor”), in its capacity as the authorized foreign representative (the “Foreign Representative”) of the Debtor, which is the subject of a receivership proceeding (the “Antamex Receivership”) pursuant to section 243(1) 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”), commenced in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), submits this motion (the “Motion”) pursuant to sections 107(c), and respectfully states as follows²:

RELIEF REQUESTED

1. The Foreign Representative seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the Foreign Representative to redact certain

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

² Capitalized terms used by not otherwise defined herein shall have the meaning ascribed to them in the (i) *Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code, or (ii) Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code*, as appropriate, both filed simultaneously herewith.

personal identifying information contained in the Consolidated Verified List pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(4), 1008, and 2002(q) (the “Service List”) filed contemporaneously herewith, and to redact such information from any affidavit of service or other papers filed in this case.

JURISDICTION AND VENUE

2. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. Recognition of a foreign proceeding and other matters under chapter 15 of the Bankruptcy Code are core matters under 28 U.S.C. § 157(b)(2)(P).

3. The Foreign Representative consents to the entry of final orders or judgments by this Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. § 1410.

5. The bases for the relief requested herein are sections 105(a) and 107(c) of title 11 of the United States Code (the “Bankruptcy Code”), rules 1007, 2002, and 9018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 1001-1(c), 1007-1, 2002-1, 9013-1(m), and 9018-1(d).

BACKGROUND

6. On February 22, 2024, Export Development Canada filed an application under the BIA and CJA seeking the appointment of a receiver in respect of Antamex’s property and business. On March 5, 2024, the Canadian Court entered an order appointing Deloitte as receiver and manager over a portion of the Debtor’s property located primarily in the U.S. On March 13, 2024, the Canadian Court entered an order (the “Appointment Order”) appointing Deloitte as receiver and manager over Antamex’s Property. A description of the relief provided in the Appointment Order is set forth more

fully in the declaration of the Foreign Representative (the “Foreign Representative Declaration”) in support of the Verified Petition and Provisional Relief Motion (each as defined below), filed contemporaneously herewith.

7. On the date hereof (the “Petition Date”), the Foreign Representative filed a verified petition (the “Verified Petition”), seeking, among other things, recognition of its status as the Debtor’s foreign representative, recognition of the Antamex Receivership as a “foreign main proceeding” under section 1517 of the Bankruptcy Code, and certain related relief, thereby commencing the within Debtor’s Chapter 15 Case.

8. On the Petition Date, the Foreign Representative also filed a motion (the “Provisional Relief Motion”) requesting that this Court enforce in the United States, on a provisional basis, the Appointment Order and grant related relief on a provisional basis.

9. Additional information about the Debtor’s business and operations, the events leading up to the filing of the Chapter 15 Petition and the facts and circumstances surrounding the Antamex Receivership can be found in the (a) Foreign Representative Declaration; (b) Verified Petition; and (c) Provisional Relief Motion.

BASIS FOR RELIEF

I. Certain Personal Identifying Information Contained in the Service List Should be Redacted.

9. Although the public has a common law “right of access to judicial proceedings and records,” *Goldstein v. Forbes (In re Cendant Corp.)*, 260 F.3d 183, 192 (3d Cir. 2001), the Bankruptcy Code permits courts, in appropriate circumstances, to protect individuals from an undue risk of identity theft or other unlawful injury by limiting the public’s access, placing papers under seal, or otherwise entering orders to prohibit the dissemination of sensitive information. 11 U.S.C. § 107©; *see also Cendant*, 260 F.3d at 194 (noting the public’s right of access “is not absolute”)

(citation and internal quotation marks omitted); *Leucadia, Inc. v. Applied Extrusion Tech., Inc.*, 998 F.2d 157, 165 (3d Cir. 1993) (“Although the right of access is firmly entrenched, so also is the correlative principle that the right is not absolute.”) (citation and internal quotation marks omitted).

10. Specifically, section 107 of the Bankruptcy Code³ enables a court to issue orders that protect parties from the potential harm that could result from disclosing confidential information. Section 107(b) of the Bankruptcy Code provides, in pertinent part, as follows:

On the request of a party in interest, the bankruptcy court shall, and on the bankruptcy court’s own motion, the bankruptcy court may protect an entity with respect to a trade secret or confidential research, development, or commercial information[.]

11 U.S.C. § 107(b)(1); *see also* Fed. R. Bankr. P. 9018 (same).

11. Additionally, section 107(c) of the Bankruptcy Code provides:

The bankruptcy court, for cause, may protect an individual, with respect to the following types of information to the extent the court finds that disclosure of such information would create undue risk of identity theft or other unlawful injury to the individual or the individual’s property:

- (A) Any means of identification (as defined in section 1028(d) of title 18 [of the United States Code]) contained in a paper filed, or to be filed, in a case under [the Bankruptcy Code].
- (B) Other information contained in a paper described in subparagraph (A).

11 U.S.C. § 107(c)(1).

12. The Foreign Representative respectfully submits that it is appropriate to authorize the Foreign Representative to redact from the Service List, and from any paper filed or to be filed with the Court in this Chapter 15 Case, the personal identifying information—including email addresses and home addresses—of any of the Debtor’s creditors—including the Debtor’s former employees—to the extent applicable, because disclosing such information could be used by third parties, among

³ Section 107 is applicable to Chapter 15. *See* 11 U.S.C. § 103(a) (This chapter, *i.e.*, Chapter 1, applies in a case under chapter 15); *In re Elpida Memory, Inc.*, 2012 WL 6090194, at *9, n.41 (Bankr. D. Del. Nov. 20, 2012),

other things, to perpetrate identity theft or locate survivors of domestic violence, harassment, or stalking who have otherwise taken steps to conceal their whereabouts. This risk is not merely speculative. In at least one recent bankruptcy case, the abusive former partner of a debtor's employee exploited the publicly accessible creditor and employee information filed in the chapter 11 case to track the employee to her new address, which had not been publicly available until then, forcing the employee to change addresses again for her safety.⁴

13. The disclosure of the unredacted home and email addresses of individual creditors is not necessary for any part of this chapter 15 process. The right of individual creditors not to have their unredacted home addresses disclosed would also override any legitimate interest of disclosing them to assist with this Chapter 15 Case.

14. The Foreign Representative proposes to provide an unredacted version of the Service List and any other redacted, applicable filings to this Court, the Office of the United States Trustee (the "U.S. Trustee"), and other parties in interest upon reasonable request (email being sufficient) to the Foreign Representative or this Court that is reasonably related to this Chapter 15 Case or as otherwise ordered by the Court.

15. Courts in this district have stressed the importance of authorizing debtors to redact individual creditors' personally identifiable information, including home addresses in particular. In overruling an objection by the U.S. Trustee in *Art Van Furniture* to relief similar to that which is being requested herein, the Court noted that the proposed redaction is not a "burden of proof" issue so "much as a common sense issue." Hr'g Tr. at 25:6-7, *In re Art Van Furniture, LLC*, No. 20-10553

⁴ The incident, which took place during the first Charming Charlie chapter 11 proceedings in 2017, is described in the "creditor matrix motion" filed in *In re Charming Charlie Holdings, Inc.*, Case No. 19-11534 (CSS) (Bankr. D. Del. July 11, 2019) [Docket No. 4].

(CSS) (Bankr. D. Del. Mar. 10, 2020) [Docket No. 82].⁵ The Court found that “at this point and given the risks associated with having any kind of private information out on the internet, [redaction] has really become routine [and] I think obvious relief.” *Id.* at 25:13–16. Similarly, in *Clover Technologies*, the Court overruled the U.S. Trustee’s objection, noting that:

[t]o me it is common sense. I don’t need evidence that there is, at best, a risk of identity theft and worse a risk of personal injury from listing someone’s name and address on the internet by way of the court’s electronic case filing system and, of course, the claims agent’s website. . . . The court can completely avoid contributing to the risk by redacting the addresses. And while there is, of course, an important right of access we routinely redact sensitive and confidential information for corporate entities and redact individual’s home addresses.

Hr’g Tr. at 24:21–25, 25:9–10, *In re Clover Techs. Grp., LLC*, No. 19-12680 (KBO) (Bankr. D. Del. Jan. 22, 2020) [Docket No. 146]. And, in *Forever 21*, in overruling the U.S. Trustee’s objection, the Court found that “[w]e live in a new age in which the theft of personal identification is a real risk, as is injury to persons who, for personal reasons, seek to have their addresses withheld.” Hr’g Tr. at 60:22–25, *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Dec. 19, 2019) [Docket No. 605].

16. For these reasons, the Foreign Representative respectfully submits that cause exists to authorize the Foreign Representative to seal, pursuant to 11 U.S.C. § 107(c)(1), personal identifying information—including email addresses and home addresses—in respect of individuals who are listed on the Service List or any other document filed with this Court. Absent such relief, the Foreign

⁵ Similarly, the Court previously overruled the U.S. Trustee’s objection to the redaction of individuals’ information and found that “it’s just plain common sense in 2019—soon to be 2020—to put as little information out as possible about people’s personal lives to present [sic] scams . . . [Identity theft] is a real-life issue, and, of course, the issue of domestic violence is extremely important.” Hr’g Tr. at 48:20–22, 49:3–5, *In re Anna Holdings*, No. 19-12551 (CSS) (Bankr. D. Del. Dec. 3, 2019) [Docket No. 112].

Notably, the Court acknowledged that “the world is very different from [the 1980s] when you and I started practice with the problems of identity theft” and that his perspective had evolved in that he was not previously aware of “the dangers with this kind of information becoming public.” *See* Hr’g Tr. at 45:25–46:2, 47:22–24.

Representative would unnecessarily render individuals more susceptible to identity theft and could jeopardize the safety of individuals by publishing their home addresses.

COMPLIANCE WITH LOCAL RULE 9018-1(d)(iv)

17. Under the circumstances, and given the nature of the relief requested herein, the Foreign Representative has not been able to confer with the individuals whose information is requested to be redacted, and, accordingly, the Foreign Representative submits that there is cause to excuse the Foreign Representative from the meet and confer obligations under Local Rule 9018-1(d).

NOTICE

18. The Foreign Representative will provide notice of this Motion consistent with Bankruptcy Rule 2002(q) and Local Rule 9013-1(m) and as described in the *Motion of Foreign Representative for Entry of Order Scheduling Hearing and Specifying Form and Manner of Service of Notice of Notice Pursuant to Sections 105, 1514, and 1515 of the Bankruptcy Code and Bankruptcy Rules 2002 and 9007*, filed contemporaneously herewith. Specifically, the Foreign Representative proposes to serve notice of this Motion by electronic mail to the extent email addresses are available and otherwise by United States mail or Canadian mail, first class postage prepaid, on: (a) the Debtor; (b) the Receiver; (c) all parties to litigation pending in the United States in which a Debtor is a party at the time of the filing of the chapter 15 petition; (d) all parties against whom provisional relief is being sought under section 1519 of the Bankruptcy Code, including all known creditors and contract counterparties of the Debtor in the United States; (e) parties appearing on the Service List maintained by the Receiver in the Antamex Receivership; (f) the Office of the United States Trustee for the District of Delaware; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Foreign Representative submits that, in view of the facts and circumstances, such notice is sufficient, and no other or further notice need be provided.

WHEREFORE the Foreign Representative respectfully requests that this Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Remainder of page intentionally left blank

Dated: May 1, 2024

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Kristi J. Doughty

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Attorneys for Foreign Representative

Exhibit A

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

Re: Docket No. ____

**ORDER AUTHORIZING REDACTION OF CERTAIN PERSONAL IDENTIFYING
INFORMATION WITHIN THE CONSOLIDATED VERIFIED LIST PURSUANT TO
FEDERAL RULES OF BANKRUPTCY PROCEDURE 1007(A)(4), 1008, AND 2002(Q)**

Upon the motion (the “Motion”)² of Deloitte Restructuring Inc. (“Deloitte”), in its capacity as the court-appointed receiver (in such capacity, the “Receiver”) of the above captioned debtor (“Antamex” or the “Debtor”), in its capacity as the authorized foreign representative (the “Foreign Representative”) of the Debtor for entry of an order (this “Order”) for authority to redact certain personal identifying information within the Service List and granting related relief, all as more fully set forth in the Motion; and upon the *Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code*; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Court having authority to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1410; and this Court having found that the relief requested in the Motion is in the best interests of the Foreign Representative, the Debtor, its creditors, and other parties in interest; and this Court having found that the Foreign Representative's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted, as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. The Foreign Representative is authorized to redact the email addresses and home addresses of all individual persons, including the Debtor's former employees and creditors, from the Service List, affidavits of service, or any other document filed with this Court in this Chapter 15 Case; *provided, that* the Foreign Representative shall file unredacted versions of all such documents under seal with the Court, within five (5) business days of the later of (a) the date of this Order and (b) the date of filing of the relevant document, and shall provide (if requested) an unredacted version of the Service List and affidavits of service to the U.S. Trustee, any subsequently appointed trustee, and any party in interest upon the execution of an appropriate confidentiality agreement reasonably acceptable to the Foreign Representative, or alternatively entry of an order granting a written motion to the Court

that indicates the reason such information is needed.

4. When serving any notice in this Chapter 15 case on individual persons, the Foreign Representative and, where applicable, the Clerk of the Court, shall use the address the Foreign Representative has on file for such individual, which shall not be the Debtor's general mailing addresses.

5. Nothing in this Order shall waive or otherwise limit the service of any document upon or the provision of any notice to any individual solely because such individual's personally identifiable information is sealed or redacted pursuant to this Order. Service of all documents and notices upon individuals whose personally identifiable information is sealed or redacted pursuant to this Order shall be confirmed in the corresponding affidavit of service.

6. The Foreign Representative is hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

7. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

**MOTION OF FOREIGN REPRESENTATIVE FOR ENTRY OF ORDER SCHEDULING
HEARING AND SPECIFYING FORM AND MANNER OF SERVICE OF NOTICE
PURSUANT TO SECTIONS 105, 1514, AND 1515 OF THE BANKRUPTCY CODE AND
BANKRUPTCY RULES 2002 AND 9007**

Deloitte Restructuring Inc. (“Deloitte”), in its capacity as the court-appointed receiver (in such capacity, the “Receiver”) of the above captioned debtor (“Antamex” or the “Debtor”), in its capacity as the authorized foreign representative (the “Foreign Representative”) of the Debtor, which is the subject of a receivership proceeding (the “Antamex Receivership”) pursuant to section 243(1) 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”), commenced in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), submits this motion (the “Motion”), and respectfully states as follows²:

RELIEF REQUESTED

1. Pursuant to sections 105(a), 1514, and 1515 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002 and 9007 of the Federal Rules of Bankruptcy Procedure

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

² Capitalized terms used by not otherwise defined herein shall have the meaning ascribed to them in the (i) *Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code*, or (ii) *Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code*, as appropriate, both filed simultaneously herewith.

(the “Bankruptcy Rules”), the Foreign Representative seeks entry of an order, substantially in the form annexed hereto as **Exhibit A** (the “Proposed Order”):³

- (a) approving the proposed notice, annexed to the Proposed Order as **Exhibit 1** (the “Recognition Hearing Notice”), which provides parties in interest notice of, among other things, the following:
- i. the Foreign Representative’s filing of a petition for recognition under chapter 15 of the Bankruptcy Code (the “Chapter 15 Petition”) and certain related pleadings, including the *Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Initial Order and Amended Initial Order, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Verified Petition”),
 - ii. the Court’s entry of a provisional order (the “Provisional Order”) granting the *Foreign Representative’s Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* (the “Provisional Relief Motion”), including recognizing and enforcing in the United States, on a provisional basis, the Appointment Order,
 - iii. the deadline to object to final recognition of the Antamex Receivership as a foreign main proceeding and the Court’s entry of an order (the “Final Order”) granting the relief sought in the Verified Petition (including an extension of the relief provided in the Provisional Order) on a final basis (the “Recognition Objection Deadline”), and
 - iv. the date, time and location of the Recognition Hearing (defined below).
- (b) scheduling a hearing (the “Recognition Hearing”) for the Court to consider final recognition of the Antamex Receivership as a foreign main proceeding and the other relief sought in the Verified Petition on a final basis;
- (c) approving the manner of service on the Master Service List (as defined below) of the Recognition Hearing Notice;

³ Capitalized terms used but not defined herein have the meanings ascribed to them in the *Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(A)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition For (I) Recognition Of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Foreign Representative Declaration”) (filed contemporaneously herewith).

- (d) approving the manner of service on the Core Notice Parties (as defined below) of any pleadings that the Foreign Representative files hereafter in these Chapter 15 Cases; and
- (e) granting certain related relief.

JURISDICTION AND VENUE

3. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. Recognition of a foreign proceeding and other matters under chapter 15 of the Bankruptcy Code are core matters under 28 U.S.C. § 157(b)(2)(P).

4. The Foreign Representative consents to the entry of final orders or judgments by this Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

- 5. Venue is proper in this Court and this District pursuant to 28 U.S.C. §1410.

BACKGROUND

6. On February 22, 2024, Export Development Canada filed an application under the BIA and CJA seeking the appointment of a receiver in respect of Antamex's property and business. On March 5, 2024, the Canadian Court entered an order appointing Deloitte as receiver and manager over a portion of the Debtor's property located primarily in the U.S. On March 13, 2024, the Canadian Court entered the Appointment Order appointing Deloitte as receiver and manager over Antamex's Property. A description of the relief provided in the Appointment Order is set forth more fully in the Foreign Representative Declaration filed contemporaneously herewith.

7. On the date hereof (the "Petition Date"), the Foreign Representative filed a Verified Petition, seeking, among other things, recognition of its status as the Debtor's foreign representative, recognition of the Antamex Receivership as a "foreign main proceeding" under section 1517 of the Bankruptcy Code, and certain related relief, thereby commencing the within

Debtor's Chapter 15 Case. Furthermore, pursuant to the proposed Provisional Relief Motion filed contemporaneously herewith, the Debtor requests that this Court enforce in the United States, on a provisional basis, the Appointment Order and grant related relief on a provisional basis.

8. Additional information about the Debtor's business and operations, the events leading up to the filing of the Chapter 15 Petition and the facts and circumstances surrounding the Antamex Receivership can be found in the Foreign Representative Declaration; (b) the Verified Petition; and (c) the Provisional Relief Motion.

PROPOSED NOTICE, OBJECTION PROCEDURES, AND HEARING

A. Recognition Hearing Notice

11. Pursuant to Bankruptcy Rule 2002(q), the Foreign Representative proposes to serve the Recognition Hearing Notice by electronic mail to the extent email addresses are available and otherwise by United States mail or Canadian mail, first class postage prepaid within three (3) business days following entry of the Proposed Order and the Provisional Order, or as soon thereafter as is reasonably practicable, on: (a) the Debtor; (b) the Receiver; (c) all parties to litigation pending in the United States in which a Debtor is a party at the time of the filing of the chapter 15 petition; (d) all parties against whom provisional relief is being sought under section 1519 of the Bankruptcy Code, including all known creditors and contract counterparties of the Debtor in the United States; (e) all parties appearing on the Service List maintained by the Receiver in the Antamex Receivership; (f) the Office of the United States Trustee for the District of Delaware; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Service List").

12. The Recognition Notice will: (a) notify parties on the Master Service List of the filing of the Chapter 15 Petition and certain related pleadings pursuant to the Chapter 15 Cases,

including the Provisional Order, Verified Petition, the proposed Final Order, and the Appointment Order in the Antamex Receivership (collectively, the “Notice Documents”); (b) set forth the Recognition Objection Deadline and the date and time of the Recognition Hearing; (c) notify parties on the Master Service List that copies of papers filed in this Chapter 15 case are available and may be examined (i) free of charge at the webpage maintained by the Foreign Representative in connection with the Antamex Receivership at <https://www.insolvencies.deloitte.ca/en-ca/Pages/AntamexIndustriesULC.aspx?searchpage=Search-Insolvencies.aspx> , or (ii) downloaded for a fee from the Court’s electronic docket at www.deb.uscourts.gov; and (d) provide a telephone number, address, and email address by which parties on the Master Service List may obtain documents filed in this Chapter 15 Case from undersigned counsel. To the extent that email addresses are available for parties on the Master Service List, undersigned counsel will include the Notice Documents as either an attachment or hyperlink in the electronic service of the Recognition Notice. The Foreign Representative will also serve copies of only the Notice Documents upon the Master Service List.

B. Core Notice Parties

14. The Foreign Representative proposes to serve copies of the Notice Documents and other papers it files in these cases by electronic mail to the extent email addresses are available and otherwise by United States mail or Canadian mail, postage prepaid, on the following parties, or their counsel, if known: (a) the Debtor; (b) the Receiver; (c) the Office of the United States Trustee for the District of Delaware; (d) Export Development Canada; (e) HSBC Bank USA, N.A.; (g) Norwich 40TGCI LLC; (h) Glass Enterprises, Inc.; (i) the Sureties, and any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Core Notice Parties”).

C. Objections to Chapter 15 Petitions and Verified Petition

15. The Foreign Representative further requests that the Court require that objections or responses, if any, to the Chapter 15 Petition, recognition of the Antamex Receivership as a foreign main proceeding, or to any of the other relief requested in the Verified Petition, (i) be in writing, (ii) detail the factual and legal basis for the response or objection, (iii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), and (iv) be filed with the Office of the Clerk of the Court, 824 N. Market Street, Third Floor, Wilmington, Delaware 19801, and (v) served upon the following so as to be **received at least seven (7) days prior to the Recognition Hearing**: (a) the Foreign Representative: Deloitte Restructuring Inc., Attn: Richard Williams, Bay Adelaide East, 8 Adelaide Street West, Suite 200, Ontario M5H 0A9, Canada (richwilliams@deloitte.ca); (b) counsel for the Foreign Representative: (i) Perkins Coie LLP, 1155 Avenue of the Americas, 22nd Floor, New York, New York 10046-2711, Attn: Tina N. Moss, Esquire (TMoss@perkinscoie.com) and Perkins Coie LLP, 505 Howard Street, Suite 1000, San Francisco, California 94105-3204, Attn: Paul Jasper, Esquire (PJasper@perkinscoie.com) and (ii) Chipman, Brown, Cicero & Cole, LLP, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, Attn: Mark L. Desgrosseilliers, Esquire and Kristi J. Doughty, Esquire (desgross@chipmanbrown.com and doughty@chipmanbrown.com); (c) counsel for Export Development Canada: Fasken Martineau DuMoulin LLP, 333 Bay Street, Suite 2400, Bay Adelaide Centre, Box 20, Toronto, Ontario M5H 2T6, Attn: Stuart Brotman, Esquire (sbrotman@fasken.com); and (d) counsel for the Receiver: Blake, Cassels & Graydon LLP, Suite 4000 Commerce Court West, 199 Bay Street, Toronto, Ontario M5L 1A9 Attn: Linc Rogers, Esquire (linc.rogers@blakes.com) and Caitlin McIntyre,

Esquire (caitlin.mcintyre@blakes.com).

D. RECOGNITION HEARING.

16. The Foreign Representative requests that the Recognition Hearing be scheduled during the week of April 29, 2024, or, if unavailable, then on another date suitable to the Court that meets the needs of this case.

BASIS FOR RELIEF REQUESTED

17. Bankruptcy Rule 2002(q)(1) provides that parties are to be given twenty-one (21) days' notice of a hearing to consider granting the relief requested in a chapter 15 petition. Fed. R. Bankr. P. 2002(q)(1). The notice is also required to state whether the petition seeks recognition as a foreign main proceeding or foreign nonmain proceeding and include any other document that the court may require. *See id.*

18. Bankruptcy Rules 2002(m) and 9007 provide that when notice is to be given under the Bankruptcy Rules, the court may enter orders designating the form and manner in which such notice shall be given. Fed. R. Bankr. P. 2002(m) and 9007. In addition, section 105(a) of the Bankruptcy Code provides the Court with the power to grant the relief requested herein by the Foreign Representative. *See* 11 U.S.C. § 105(a) (stating that a bankruptcy court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the [Bankruptcy Code]”); *see also* 11 U.S.C. 103(a) (chapter 1 of the Bankruptcy Code is applicable in a case under chapter 15).

19. The Foreign Representative respectfully submits that the Recognition Hearing Notice and the proposed manner of serving the Recognition Hearing Notice and related papers should be approved because they meet the requirements of Bankruptcy Rule 2002(q). The proposed Master Service List comprises all the parties required to be served under Bankruptcy Rule 2002(q) (and additional parties not required to be served by that rule), and the Foreign

Representative intends to give such parties at least twenty-one (21) days' notice by mail of the Recognition Hearing as required. Additionally, the Recognition Hearing Notice states that the Foreign Representative is seeking recognition of the Antamex Receivership as foreign main proceeding.

20. Although the Foreign Representative does not believe Local Rule 9013-1(m) is applicable under the circumstances, the Foreign Representative additionally respectfully requests the Court waive certain of the service requirements such Rule to the extent applicable. Local Rule 9013-1(m)(iv) provides that:

Within forty-eight (48) hours of the entry of an order entered under this Local Rule ("First Day Order"), the debtor or foreign representative shall serve copies of all motions and applications filed with the Court as to which a First Day Order has been entered, as well as all First Day Orders, on those parties referred to in Local Rule 9013-1(m)(iii), and such other entities as the Court may direct.

Del. Bankr. L.R. 9013-1(m)(iv).

21. Local Rule 9013-1(m)(iii) states, in relevant part, that the foreign representative shall serve certain documents on "the United States Trustee, the creditors included on any list filed under Fed. R. Bankr. P. 1007(d) and any party directly affected by the relief sought." Del. Bankr. L.R. 9013-1(m)(iii). Thus, Local Rule 9013-1 could be read to require service of the Notice Documents on the Debtor's entire creditor body because the proposed Provisional Order imposes a stay as against all creditors and parties in interest. Such a reading is inconsistent with Bankruptcy Rule 2002(q), which requires only that specified parties receive notice of the recognition hearing, and that such notice state whether the Chapter 15 petition seeks recognition as a foreign main proceeding or a foreign nonmain proceeding and shall include the petition.

22. Similarly, applying Local Rule 9013-1(m)(iv) to require service of the Provisional Order or other documents on all creditors would be inconsistent with the notice requirements of

plenary U.S. bankruptcy cases under other chapters of the Bankruptcy Code. In such cases, creditors typically only receive notice of the imposition of the stay when a short form notice of commencement and section 341 meeting is mailed out several days or weeks into the case. Here, the Recognition Hearing Notice fulfills a similar function in that it advises creditors and other parties in interests of, among other things, the existence of the stay provided in the Provisional Order and other key case facts and deadlines, as well as where to obtain additional information or documents free of charge. Moreover, the Recognition Hearing Notice will be mailed to creditors and other parties in interest much sooner than a notice of commencement is typically sent in a chapter 11 case of similar size and complexity. To require a foreign representative in a Chapter 15 Case to serve the debtor's entire creditor body with the first day motions and orders would impose greater burdens on Chapter 15 debtors than Chapter 11 debtors and serves no practical purpose under the circumstances.

23. For the above reasons, the Foreign Representative does not believe that Local Rule 9013-1(m) requires service of the Notice Documents on all parties on the Master Service List; however, out of an abundance of caution, the Foreign Representative respectfully requests that, to the extent applicable, the service requirements of Local Rule 9013-1(m) be waived in this Chapter 15 Case.

24. As set forth above, the Foreign Representative has satisfied the requirements of Bankruptcy Rule 2002(q). In addition, service of the Notice Documents on all parties on the Master Service List, which comprises many potential creditors and other parties in interest, would be an unnecessary and exorbitant cost for the Foreign Representative and the Debtor. Finally, parties on the Master Service List will not be prejudiced by the proposed service herein because the Recognition Hearing Notice will clearly state where and how the Notice Documents may be

obtained free of charge and, to the extent that email addresses are available, the Noticing Agent will incorporate the Notice Documents into the electronic service of the Recognition Hearing Notice. Thus, the form of Recognition Hearing Notice and the manner and timing of service comply with Bankruptcy Rule 2002(q), are appropriate in these Chapter 15 Cases and should be approved.

WAIVER OF REQUIREMENTS OF SECTION 1514(c) OF THE BANKRUPTCY CODE

25. The Foreign Representative respectfully requests that the Court waive, to the extent applicable, the requirements of section 1514(c) of the Bankruptcy Code, which provides as follows:

(c) When a notification of commencement of a case is to be given to foreign creditors, such notification shall—

- (1) indicate the time period for filing proofs of claim and specify the place for filing such proofs of claim;
- (2) indicate whether secured creditors need to file proofs of claim; and
- (3) contain any other information required to be included in such notification to creditors under this title and the orders of the court.

11 U.S.C. § 1514(c).

26. It is unclear whether section 1514 of the Bankruptcy Code has any application in the context of an ancillary case under Chapter 15 of the Bankruptcy Code. According to Colliers, section 1514 of the Bankruptcy Code is the “last in a series of sections dealing with the international aspects of cases under chapters other than chapter 15.” 8 *COLLIER ON BANKRUPTCY* ¶ 1514.01 (Alan N. Resnick, *et al.*, 16th ed. rev. 2009). In fact, the requirements for notification set forth in section 1514 are inconsistent with those requirements set forth under Bankruptcy Rule 2002(q) which clearly applies to a case under Chapter 15 and with which the Foreign Representative shall comply.

27. Section 1514(c) applies only when a “notice of commencement” is issued. Under section 342(a) and Bankruptcy Rule 2002(f), a notice of commencement issues upon the entry of

an order for relief. However, there is no “order for relief” in a Chapter 15 case, nor is there a requirement to issue a notice of commencement as in other chapters under the Bankruptcy Code. Moreover, section 342 does not apply in Chapter 15 cases. *See* 11 U.S.C. § 103(a) (stating that “sections 307, 362(o), 555 through 557, and 559 through 562 apply in a case under chapter 15”). Accordingly, the Foreign Representative does not believe that the requirements set forth in section 1514 apply to these cases; however, in an abundance of caution, the Foreign Representative respectfully requests that, to the extent applicable, the notice requirements of section 1514 of the Bankruptcy Code be waived in this Chapter 15 Case.

28. In any event, the Foreign Representative does not presently intend to conduct a claims process in this Chapter 15 Case; therefore, the requirements of section 1514(c) are not applicable. To the extent that there is a claims process established in the Antamex Receivership, the Foreign Representative will comply with any relevant orders issued by the Canadian Court with respect to providing notice of any applicable deadlines or procedures for the filing of claims in the Antamex Receivership.

NOTICE

29. The Foreign Representative requests that the Court grant this Motion without notice. The Foreign Representative will serve notice of entry of the signed order in accordance with the procedures set forth in this Motion. In light of the nature of the relief requested, the Foreign Representative requests that this Court find that no further notice is required.

CONCLUSION

WHEREFORE, the Foreign Representative respectfully requests the Court to enter an order, substantially in the form attached as **Exhibit A**, granting the relief requested herein and such other and further relief as it deems just and proper.

Dated: May 1, 2024
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

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Attorneys for Foreign Representative

EXHIBIT A

Proposed Order

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

In re

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (xxx)

**ORDER SCHEDULING HEARING AND SPECIFYING FORM AND MANNER
OF SERVICE OF NOTICE PURSUANT TO SECTIONS 105(a), 1514, AND 1515
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002 AND 9007**

Upon the (the “Motion”)² of the Foreign Representative for entry of an order pursuant to sections 105(a), 1514 and 1515 of the Bankruptcy Code and Bankruptcy Rules 2002 and 9007, scheduling a hearing and specifying the form and manner of service of notice, all as more fully described in the Motion; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); and the Foreign Representative having consented to the Court’s authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. § 1410; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “Hearing”); and upon the Foreign Representative Declaration, the Verified Petition, and other documents filed

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

² Capitalized terms not defined herein are used as defined in the Motion.

contemporaneously with the Motion; and upon the record of the Hearing and all of the proceedings had before the Court; and it appearing that the relief requested by the Motion is in the best interest of the Debtor, its creditors, and other parties in interest; and after due deliberation thereon and sufficient cause appearing therefor; it is hereby ORDERED that:

1. The Motion is granted as set forth herein.
2. The Recognition Hearing Notice, substantially in the form attached hereto as **Exhibit 1**, is hereby approved.
3. Service of the Recognition Hearing Notice in accordance with this Order is hereby approved as adequate and sufficient notice and service on all interested parties.
4. Prior to mailing the Recognition Hearing Notice, the Foreign Representative may fill in any missing dates and other information, correct any typographical errors, conform the provisions thereof to the provisions of this Order and make such other and further changes as the Foreign Representative deems necessary or appropriate, provided that such changes do not materially abridge the substance of such notices.
5. All notice requirements specified in section 1514(c) of the Bankruptcy Code and Local Rule 9013-1(m) are hereby waived or otherwise deemed inapplicable to these cases.
6. The Court will hold a hearing on the relief requested by the Chapter 15 Petitions and the Verified Petition, including recognition of the Antamex Receivership as foreign main proceedings, on _____, 2024, at ___:___ .m. (*prevailing Eastern Time*).
7. The Foreign Representative shall serve, or cause to be served, the Recognition Hearing Notice and the Notice Documents by electronic mail to the extent email addresses are available and otherwise by United States or Canadian mail, first-class postage-prepaid, on parties

on the Master Service List within three (3) business days following entry of this Order and the Provisional Order, or as soon thereafter as practicable.

8. Unless otherwise ordered by the Court, the Foreign Representative shall serve, or cause to be served, all other papers filed by the Foreign Representative after the date hereof by the Foreign Representative in these Chapter 15 Cases on the Core Notice Parties, including any party requesting to be a Core Notice Party, by electronic mail to the extent email addresses are available and otherwise by United States or Canadian mail, first-class postage-prepaid.

9. Responses or objections to recognition of the Antamex Receivership as foreign main proceedings, or the Verified Petition and the relief requested therein must (i) be in writing, (ii) detail the factual and legal basis for the response or objection, (iii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, and (iv) be filed with the Office of the Clerk of the Court, 824 N. Market Street, Third Floor, Wilmington, Delaware 19801, and (v) served upon the following so as to be received **at least seven (7) days prior to the Recognition Hearing**: (a) the Foreign Representative: Deloitte Restructuring Inc., Attn: Richard Williams, Bay Adelaide East, 8 Adelaide Street West, Suite 200, Ontario M5H 0A9, Canada (richwilliams@deloitte.ca); (b) counsel for the Foreign Representative: (i) Perkins Coie LLP, 1155 Avenue of the Americas, 22nd Floor, New York, New York 10046-2711, Attn: Tina N. Moss, Esquire (TMoss@perkinscoie.com) and Perkins Coie LLP, 505 Howard Street, Suite 1000, San Francisco, California 94105-3204, Attn: Paul Jasper, Esquire (PJasper@perkinscoie.com) and (ii) Chipman, Brown, Cicero & Cole, LLP, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, Attn: Mark L. Desgrosseilliers, Esquire and Kristi J. Doughty, Esquire (desgross@chipmanbrown.com and doughty@chipmanbrown.com); (c) counsel for

Export Development Canada: Fasken Martineau DuMoulin LLP, 333 Bay Street, Suite 2400, Bay Adelaide Centre, Box 20, Toronto, Ontario M5H 2T6, Attn: Stuart Brotman, Esquire (sbrotman@fasken.com); and (d) counsel for the Receiver: Blake, Cassels & Graydon LLP, Suite 4000 Commerce Court West, 199 Bay Street, Toronto, Ontario M5L 1A9 Attn: Linc Rogers, Esquire (linc.rogers@blakes.com) and Caitlin McIntyre, Esquire (caitlin.mcintyre@blakes.com).

10. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Exhibit 1

Notice of Recognition Hearing

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

In re

ANTAMEX INDUSTRIES ULC,

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10934 (JKS)

**NOTICE OF RECOGNITION HEARING AND
NOTICE OF ENTRY OF PROVISIONAL ORDER**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On February 22, 2024, Export Development Canada (“EDC”) filed an application with the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), pursuant to section 243(1) 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”), seeking a appointment of a receiver (the “Antamex Receivership”) over the property and business of Antamex Industries ULC (the “Debtor”). On March 5, 2024, the Canadian Court entered an order appointing Deloitte Restructuring, Inc. as receiver and manager over a portion of the Debtor’s property located primarily in the United States. On March 13, 2024, the Canadian Court entered an order (the “Appointment Order”) appointing Deloitte Restructuring, Inc. as receiver and manager over all the Debtor’s property, and to act as foreign representative of the Debtor (the “Foreign Representative” or “Deloitte”).

On May 1, 2024, Deloitte, in its capacity as the Canadian Court-appointed and authorized Foreign Representative of the Debtor, filed a petition for recognition under chapter 15 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

Contemporaneously with filing the petition for recognition, the Foreign Representative filed (a) *Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 3] (the “Verified Petition”); (b) *Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Recognition of Initial Order and Amended Initial Order, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 4] (the “Foreign Representative Declaration”); and (c) *Declaration of Linc Rogers in Support of Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 6] (the “Rogers Declaration”) and the *Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* [D.I. 5] (the “Provisional Relief Motion”).

On May , 2024, the Bankruptcy Court entered the *Order Granting Provisional*

Relief (D.I. [REDACTED]) (the “Provisional Relief Order”), which granted, among other things:

- a. Recognition and enforcement in the United States, on a provisional basis, of the Appointment Order providing for, among other things:¹
 - i. staying all proceedings and remedies taken or that might be taken in respect of the Debtor or its Property until the Court rules on the Debtor’s Chapter 15 Petitions to the same extent provided in the Appointment Order; and
 - ii. recognizing the effectiveness of the Appointment Order insofar as it granted the Receiver powers set forth in Paragraph 3 of the Appointment Order, including, among other things, the power to access and take control of the Debtor’s bank accounts.
- b. Recognizing the Foreign Representative as the representative of the Debtor with full authority to administer the Debtor’s assets and affairs in the United States.
- c. Finding that, until the Court rules on the Debtor’s Chapter 15 Petitions, Section 362 of the Bankruptcy Code shall apply with respect to the Debtor and the Property that is within the territorial jurisdiction of the United States. For the avoidance of doubt and without limiting the generality of the foregoing, the Provisional Relief Order shall impose a stay within the territorial jurisdiction of the United States of:
 - i. The commencement or continuation, including the issuance or employment of process of, any judicial, administrative, or any other action or proceeding involving or against the Debtor or its assets or proceeds thereof, or to recover a claim or enforce any judicial, quasi-judicial, regulatory, administrative, or other judgment, assessment, order, lien or arbitration award against the Debtor or its assets or proceeds thereof, or to exercise any control over the Debtor’s assets located in the United States except as authorized by the Foreign Representative in writing;
 - ii. The creation, perfection, seizure, attachment, enforcement, or execution of liens or judgments against the Property in the United States or from transferring, encumbering or otherwise disposing of or interfering with the Debtor’s assets or agreements in the United States without the express consent of the Foreign Representative.

¹ Capitalized terms used in this section but not otherwise defined herein shall have the meanings ascribed to them in the Appointment Order.

- iii. Any act to collect, assess, or recover a claim against the Debtor that arose before the commencement of the Debtor's Chapter 15 Case; and
 - iv. The setoff of any debt owing to the Debtor that arose before the commencement of the Debtor's Chapter 15 Case against any claim against the Debtor.
- d. Finding that for counterparties to the Debtor's executory contracts and unexpired leases, section 365(e) of the Bankruptcy Code shall apply with respect to the Debtor and the Property that is within the territorial jurisdiction of the United States.
 - e. Finding specifically that, until the Court rules on the Verified Petition, any and all counterparties to executory contracts with the Debtor are prohibited from taking any steps to terminate or modify any such contract.
 - f. Finding that, until the Court rules on the Verified Petition, any and all licensors or licensees are hereby prohibited from taking any steps to cancel, terminate, or modify any license to which the Debtor is a party for any reason, including non-payment of royalties and/or due to any ipso facto clause described by Section 365(e)(1) of the Bankruptcy Code.
 - g. Finding that, until the Court rules on the Verified Petition, any and all landlords or other parties with a lease of premises to the Debtor located within the U.S. are hereby prohibited from: taking any steps to terminate or modify any lease for any reason, including non-payment of rent and/or due to any ipso facto clause described by Section 365(e)(1) of the Bankruptcy Code; enforcing any "landlord lien", possessory lien or similar lien against any Property; changing the locks or codes on the Debtor's premises; or commencing or continuing any eviction or similar proceedings;
 - h. Finding that, until the Court rules on the Verified Petition, the banks and financial institutions with which the Debtor maintains bank accounts or on which checks are drawn or electronic payment requests made in payment of prepetition or postpetition obligations are authorized and directed, at the direction of the Foreign Representative, to continue to service and administer the Debtor's bank accounts without interruption and in the ordinary course, and, at the direction of the Foreign Representative, to receive, process, honor and pay any and all such checks, drafts, wires and automatic clearing house transfers issued, whether before or after the Petition Date and drawn on the Debtor's bank accounts by respective holders and makers thereof;
 - i. Recognizing the effectiveness of the Appointment Order insofar as it granted the Receiver and its counsel the Receiver's Charge as security for payment of their reasonable fees and disbursements (in each case at their

standard rates and charges unless otherwise ordered by the Court), both before and after the issuance of the Appointment Order, as a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favor of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA;

- j. Finding that the Foreign Representative shall have the rights and protections to which the Foreign Representative is entitled under chapter 15 of the Bankruptcy Code, including, but not limited to, the protections limiting the jurisdiction of United States Courts over the Foreign Representative in accordance with section 1510 of the Bankruptcy Code and the granting of additional relief in accordance with sections 1519(a)(3) and 1521 of the Bankruptcy Code; and
- k. Finding that notwithstanding any provision in the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) to the contrary, (i) the Provisional Relief Order shall be effective immediately and enforceable upon entry, (ii) the Foreign Representative is not subject to any stay in the implementation, enforcement, or realization of the relief granted in the Provisional Relief Order, and (iii) the Foreign Representative is authorized and empowered, and may, in its discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of the Provisional Relief Order.

Responses or objections to recognition of the Antamex Receivership as foreign main proceedings or foreign nonmain proceedings, or the Verified Petition and the relief requested therein must (i) be in writing, (ii) detail the factual and legal basis for the response or objection, (iii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), and (iv) be filed with the Office of the Clerk of the Court, 824 N. Market Street, Third Floor, Wilmington, Delaware 19801, and (v) served upon the following so as to be received **at least seven (7) days prior to the Recognition Hearing**: (a) the Foreign Representative: Deloitte Restructuring, Inc., Attn: Richard Williams, Bay Adelaide East, 8 Adelaide Street West, Suite 200, Ontario MSH 0A9, Canada (richwilliams@deloitte.ca); (b) counsel for the Foreign Representative: (i) Perkins Coie LLP, 1155 Avenue of the Americas, 22nd Floor, New York, New York 10046-2711, Attn: Tina N. Moss, Esquire (TMoss@perkinscoie.com) and Perkins Coie LLP, 505 Howard Street, Suite 1000, San Francisco, California 94105-3204, Attn: Paul Jasper, Esquire (PJasper@perkinscoie.com) and (ii) Chipman, Brown, Cicero & Cole, LLP, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, Attn: Mark L. Desgrosseilliers, Esquire and Kristi J. Doughty, Esquire (desgross@chipmanbrown.com and doughty@chipmanbrown.com); (c) counsel for Export Development Canada: Fasken Martineau DuMoulin LLP, 333 Bay Street, Suite 2400, Bay Adelaide Centre, Box 20, Toronto, Ontario M5H 2T6, Attn: Stuart Brotman, Esquire (sbrotman@fasken.com); and (d) counsel for the Receiver: Blake, Cassels & Graydon LLP, Suite 4000 Commerce Court West, 199 Bay Street, Toronto, Ontario M5L 1A9 Attn: Linc Rogers, Esquire (linc.rogers@blakes.com) and Caitlin McIntyre, Esquire (caitlin.mcintyre@blakes.com).

The Bankruptcy Court has scheduled a hearing on _____, 2024 at _____ (prevailing Eastern time) to consider recognition of the Antamex Receivership as foreign main proceedings, or, in the alternative, foreign nonmain proceedings, on a final basis and certain related relief (the “Recognition Hearing”). This proceeding will be conducted [in-person]. All counsel and witnesses are expected to attend unless permitted to appear remotely via Zoom. Please refer to Judge Stickles’ Chambers Procedures and the Court’s website (<http://www.deb.uscourts.gov/ecourt-appearances>) for information on the method of allowed participation (video or audio), Judge Stickles; expectations of remote participants, and the advance registration requirements. Registration, if applicable, is required by 4:00 p.m. (ET) the business day before the hearing, unless otherwise noticed, using the *eCourtAppearances* tool available on the Court’s website. At the same time, you must notify the counsel listed above of your intent to appear by Zoom or telephone at the Recognition Hearing.

The Recognition Hearing may be adjourned from time to time without further notice other than a notice on the docket in these cases or an announcement in open court of the adjourned date or dates of any adjourned hearing.

PLEASE TAKE FURTHER NOTICE THAT IF NO RESPONSE OR OBJECTION IS TIMELY FILED OR SERVED AS PROVIDED ABOVE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED BY THE FOREIGN REPRESENTATIVE WITHOUT FURTHER NOTICE OR HEARING.

The Foreign Representative does not currently intend to conduct a claims process in this Chapter 15 Case. Accordingly, there is no need to file proofs of claim in this Chapter 15 Case. Parties are directed to the Antamex Receivership, Court File No. CV-24-00713128-0000, at <https://www.insolvencies.deloitte.ca/en-ca/Pages/AntamexIndustriesULC.aspx?searchpage=Search-Insolvencies.aspx> for information on filing proofs of claim.

Copies of documents filed in this Chapter 15 Case are available and may be examined by interested parties: (i) free of charge at the webpage maintained by the Foreign Representative in connection with the Antamex Receivership at <https://www.insolvencies.deloitte.ca/en-ca/Pages/AntamexIndustriesULC.aspx?searchpage=Search-Insolvencies.aspx> or (ii) downloaded from the Court’s electronic docket at www.deb.uscourts.gov and (d) provide a telephone number, address, and email address by which parties on the Master Service List may obtain documents filed in this Chapter 15 Case from undersigned counsel.

Please note that prior registration with the PACER service center and payment of a fee may be required to access such documents. Parties-in-interest may sign up for a PACER account by visiting the PACER website at pacer.psc.uscourts.gov or by calling (800) 676-6856.

Dated: May [redacted], 2024
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

1st Draft

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