

Court File No.: CV-18-601960-00CL

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

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

**1100225 B.C. UNLIMITED LIABILITY COMPANY
(formerly INGENIOUS PACKAGING GROUP ULC)**

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO 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**

**MOTION RECORD
Motion for Discharge Order
Returnable May 12, 2021**

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Lawyers for Deloitte Restructuring Inc., in its
capacity as court-appointed Receiver

Index

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INDEX

Tab Document

1. Notice of Motion dated April 30, 2021
2. Form of Discharge Order
3. First Report of the Receiver dated April 30, 2021
 - A. Pre-Filing Report of the Proposed Receiver dated July 23, 2018 (without appendices)
 - B. Appointment Order dated July 24, 2018
 - C. Endorsement of Justice McEwen dated July 24, 2018
 - D. Approval and Vesting Order dated July 24, 2018
 - E. B.C. Registry Services Notice of Alteration dated August 1, 2018
 - F. Certificate of Appointment (Bankruptcy) dated August 2, 2018
 - G. Statement of Receipts and Disbursements for the period July 24, 2018 to April 28, 2021
 - H. Affidavit of Stefano Damiani of Deloitte Restructuring Inc. sworn April 28, 2021
 - I. Affidavit of Bradley Wiffen of Goodmans LLP sworn April 28, 2021

1

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SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED**

**NOTICE OF MOTION
Motion for Discharge Order
Returnable May 12, 2021**

Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as Court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of 1100225 B.C. Unlimited Liability Company (formerly Ingenious Packaging Group ULC) (the “**Debtor**”) pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and Section 101 of the *Courts of Justices Act* (Ontario) (the “**CJA**”), will make a motion before a Judge of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on May 12, 2021, at 9:30 a.m. or as soon after that time as the motion can be heard.

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

- In writing under subrule 37.12.1 (1);
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference;

at the following location:

<https://us02web.zoom.us/j/86316492498?pwd=eGdJNWdKOHJZUEZUZHE3T3BzRDB0UT09>

THE MOTION IS FOR:

1. An Order (the “**Discharge Order**”), in substantially the form contained at Tab 2 of the Receiver’s Motion Record that, among other things:

- (a) approves the First Report of the Receiver dated April 30, 2021 (the “**First Report**”), and the activities of the Receiver referred to therein;
- (b) approves the Statement of Receipts and Disbursements for the period July 28, 2018 to April 28, 2021, attached to the First Report;
- (c) approves the professional fees and disbursements of the Receiver, including those of its legal counsel, Goodmans LLP, for the periods set out in the Affidavit of Stefano Damiani (the “**Damiani Affidavit**”) and the Affidavit of Bradley Wiffen (the “**Wiffen Affidavit**”), including the estimates of the fees to be incurred through to completion of these proceedings (collectively, the “**Professional Fees**”);
- (d) authorizes the Receiver to hold a reserve of funds from the Debtor’s estate (the “**Reserve**”) from time to time in an amount sufficient for the payment of the

- 3 -

Professional Fees and any other amount that is otherwise payable pursuant to the Appointment Order or the Approval and Vesting Order (each as defined below);

- (e) authorizes and directs the Receiver to distribute, in one or more distributions, all funds or proceeds (including any funds released from the Reserve) now or hereafter forming part of the Debtor's estate to the Bank of Montreal ("**BMO**") or to such other person as BMO may direct;
 - (f) provides for the discharge of the Receiver on the date on which the Receiver issues a certificate (the "**Receiver's Discharge Certificate**") confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed;
 - (g) effective upon the issuance of the Receiver's Discharge Certificate, releases the Receiver and its affiliates, partners, employees, agents, counsel and other advisors (collectively, the "**Released Persons**") from any present and future liability that such Released Persons may have based on the acts or omissions of the Receiver while acting in its capacity as Receiver in these receivership proceedings; and
 - (h) provides certain other ancillary relief; and
2. such further and other relief as counsel may request and this Court may permit.

THE GROUNDS FOR THE MOTION are as follows:

3. The Debtor formerly carried on business from a leased location in Toronto as a manufacturer and service provider of customized, comprehensive and graphic intensive labels for

a variety of products for various industries. The Debtor's workforce consisted of 130 employees in Canada and four employees based in the United States.

4. On July 24, 2018, BMO, as administrative agent for itself and the other first-ranking secured lenders (the "**Secured Lenders**") party to the credit agreement dated July 6, 2015 (as amended, modified or restated from time to time, the "**Credit Agreement**") under which the Debtor is a borrower, sought and obtained an Order of the Court (the "**Appointment Order**") appointing Deloitte as the Receiver of the assets, undertakings and properties of the Debtor pursuant to section 243(1) of the BIA and section 101 of the CJA.

5. The purpose of the receivership was to consummate the going concern sale transaction (the "**Transaction**") of the assets and business of the Debtor on an expedited basis to a newly incorporated subsidiary of Resource Label Group (the "**Purchaser**"), as the Debtor was facing significant financial and operational issues.

6. Immediately following the receivership application and the issuance of the Appointment Order, this Court issued an Order (the "**Approval and Vesting Order**"), among other things, approving the Transaction and vesting the Debtor's right, title and interest in respect of the purchased assets in the Purchaser upon closing of the Transaction. The Transaction closed on July 30, 2018.

7. The Transaction maximized the value of the Debtor's business, preserved the employment of substantially all of the Debtor's employees, and resulted in the assumption by the Purchaser of substantially all of the Debtor's trade and other ordinary course obligations. As a result of the Transaction, the Debtor no longer carries on any business operations.

8. In accordance with the Approval and Vesting Order, the Receiver has distributed substantially all of the proceeds of the Debtor's estate pursuant to the Funds Flow agreed to under the APA (each as defined in the First Report).

9. Pursuant to the Approval and Vesting Order, following the closing of the Transaction the Debtor's legal name was changed to "1100225 B.C. Unlimited Liability Company" effective August 1, 2018. Subsequently, on August 2, 2018, the Receiver caused the Debtor to file an assignment into bankruptcy.

10. Following the closing of the Transaction, the Receiver has worked diligently to complete remaining wind-down matters, including, among other things, working with senior management and the Chief Restructuring Officer of the Debtor, as well as the Purchaser, to complete various transition, closing and post-closing matters in connection with the Transaction, collecting cash on hand in the Debtor's bank accounts and residual receipts that did not form part of the purchased assets, coordinating the delivery of Records of Employment and final T4 slips to the Debtor's former employees, and coordinating with the Canada Revenue Agency to complete various tax matters, including the completion of the Debtor's final corporate income tax return required to facilitate the release of the Debtor's temporarily withheld HST refunds.

11. The wind-down of the Debtor's estate is now substantially complete, subject to the completion of certain remaining matters. The Secured Lenders are expected to suffer a shortfall on the amounts owing to them under the Credit Agreement, and accordingly no further funds will be available for distribution to other secured or unsecured creditors of the Debtor.

12. The proposed Discharge Order will enable the Receiver to complete remaining matters and, upon the issuance of the Receiver's Discharge Certificate confirming that all matters to be

attended to in connection with the receivership have been completed to the Receiver's satisfaction, the Receiver will be discharged as Receiver, provided that the Receiver shall remain Receiver for the performance of such incidental matters as may be required to complete the administration of the receivership.

13. Upon the discharge of the Receiver, it is proposed that the Released Persons shall be released from any present and future liability that such Released Persons may have based on the acts or omissions of the Receiver while acting in its capacity as Receiver in these receivership proceedings. The Receiver is not aware of any claims having been asserted against the Receiver or the other Released Persons.

14. The Appointment Order and the Approval and Vesting Order.

15. The provisions of the BIA and the CJA.

16. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

17. The Consolidated Notice to the Profession, Litigants, Accused Persons, Public and the Media regarding Expanded Operations of Ontario Superior Court of Justice dated May 13, 2020, as amended.

18. Changes to Commercial List Operations in light of COVID-19 dated March 16, 2020.

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

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

20. The Appointment Order and the Approval and Vesting Order;

- 7 -

21. The First Report and the appendices attached thereto, including the Damiani Affidavit and the Wiffen Affidavit; and
22. Such further and other materials as counsel may advise and this Court may permit.

April 30, 2021

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**APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND
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- and -
**1100225 B.C. UNLIMITED LIABILITY
COMPANY (formerly INGENIOUS
PACKAGING GROUP ULC)**
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable May 12, 2021)

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2

Court File No. CV-18-601960-00CL

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

THE HONOURABLE MADAM)	WEDNESDAY, THE 12 TH
)	
JUSTICE CONWAY)	DAY OF MAY, 2021

B E T W E E N:

BANK OF MONTREAL

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AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C.43, AS AMENDED**

DISCHARGE ORDER

THIS MOTION, made by Deloitte Restructuring Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of 1100225 B.C. Unlimited Liability Company (formerly Ingenious Packaging Group ULC) (the “**Debtor**”) pursuant to an order of this Court dated July 24, 2018 (the “**Appointment Order**”), was heard this day at 330 University Avenue, Toronto, Ontario by judicial videoconference.

ON READING the Pre-Filing Report of the proposed receiver dated July 23, 2018 and the First Report of the Receiver dated April 30, 2021 (the “**First Report**”), and on hearing the

submissions of counsel for the Receiver, counsel to Bank of Montreal (“**BMO**”), and such other counsel as were present, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

APPROVAL OF THE FIRST REPORT, ACTIVITIES AND FEES

1. **THIS COURT ORDERS** that the First Report, and the activities of the Receiver referred to therein, be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to reply upon or utilize in any way such approval.
2. **THIS COURT ORDERS** that the Statement of Receipts and Disbursements, as defined and detailed in the First Report, is hereby approved.
3. **THIS COURT ORDERS** that the Professional Fees, as defined and detailed in the First Report, and the payment thereof, are hereby approved.

RESERVE AND DISTRIBUTION

4. **THIS COURT ORDERS** that the Receiver is hereby authorized to hold a reserve of funds from the Debtor’s estate (the “**Reserve**”) from time to time in an amount sufficient for the payment of the Professional Fees and any other amount that is otherwise payable pursuant to the Appointment Order or the Approval and Vesting Order of this Court dated July 24, 2018 (the “**Approval and Vesting Order**”).
5. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute to BMO, or to such other person as BMO may direct, in one or more distributions, all funds or proceeds (including any funds released from the Reserve) now or hereafter forming part of the Debtor’s estate, subject to the Reserve, if any, determined at the time of such distribution. For greater certainty, the aggregate amount of all distributions made to BMO by the Receiver pursuant to the Approval and Vesting Order and this Order shall not exceed the aggregate obligations owing by the Debtor to BMO.

DISCHARGE AND RELEASE OF RECEIVER

6. **THIS COURT ORDERS** that, upon the issuance of a certificate by the Receiver substantially in the form attached hereto as Schedule “A” confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver (the “**Receiver’s Discharge Certificate**”), the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that, notwithstanding such discharge, the Receiver shall remain Receiver for the performance of such incidental matters as may be required to complete the administration of the receivership (the “**Receiver Incidental Matters**”).

7. **THIS COURT ORDERS** that, notwithstanding the discharge of the Receiver upon the issuance of the Receiver’s Discharge Certificate, the Receiver shall continue to have the benefit of any of the rights, approvals, protections, releases and stays of proceedings in favour of the Receiver at law or pursuant to the Appointment Order or any other order made in these proceedings, including in connection with any Receiver Incidental Matters.

8. **THIS COURT ORDERS** that, upon the issuance of the Receiver’s Discharge Certificate, the Receiver and its affiliates, partners, employees, agents, counsel and other advisors (collectively, the “**Released Persons**”) shall be and hereby are forever discharged and released from any and all liability that the Released Persons now or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Receiver while acting in its capacity as Receiver herein, whether known or unknown, matured or unmatured, foreseen or unforeseen, relating to matters that were raised, or could have been raised, in the within proceedings, save and except for any gross negligence or wilful misconduct on the Receiver’s part.

GENERAL

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

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that this order is effective as of the date hereof without the need for entry or filing.

Schedule A – Form of Receiver’s Discharge Certificate

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**ONTARIO
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- and -

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R.S.O. 1990, c. C.43, AS AMENDED**

RECEIVER’S DISCHARGE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated July 24, 2018, Deloitte Restructuring Inc. was appointed as receiver (the “**Receiver**”) of the undertaking, property and assets of 1100225 B.C. Unlimited Liability Company (formerly Ingenious Packaging Group ULC) (the “**Debtor**”).

B. Pursuant to an Order of the Court dated May ●, 2021, the Receiver shall be discharged as Receiver of the Debtor upon the issuance of a certificate by the Receiver confirming that all

matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. All matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver.
2. This certificate was issued by the Receiver at _____ [TIME] on _____ [DATE].

Deloitte Restructuring Inc., in its capacity as court-appointed receiver of 1100225 B.C. Unlimited Liability Company (formerly Ingenious Packaging Group ULC) and not in its personal or corporate capacity

Per: _____
Name:
Title:

**APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND
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Proceeding commenced at Toronto

DISCHARGE ORDER

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BETWEEN:

BANK OF MONTREAL

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- and -

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Respondent

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER
DATED APRIL 30, 2021**

TABLE OF CONTENTS

INTRODUCTION	- 4 -
TERMS OF REFERENCE	- 6 -
RECEIVER’S ACTIVITIES	- 7 -
CLOSING OF THE TRANSACTION	- 8 -
DISTRIBUTIONS TO BMO	- 10 -
STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	- 11 -
PROFESSIONAL FEES	- 11 -
BOOKS AND RECORDS	- 12 -
REMAINING ACTIVITIES AND DISCHARGE OF THE RECEIVER.....	- 12 -
RECEIVER’S RECOMMENDATIONS.....	- 13 -

APPENDICES

APPENDIX	DESCRIPTION
A	Pre-Filing Report of the Proposed Receiver dated July 23, 2018 (without appendices)
B	Appointment Order dated July 24, 2018
C	Endorsement of Justice McEwen dated July 24, 2018
D	Approval and Vesting Order dated July 24, 2018
E	B.C. Registry Services Notice of Alteration dated August 1, 2018
F	Certificate of Appointment (Bankruptcy) dated August 2, 2018
G	Statement of Receipts and Disbursements for the period July 24, 2018 to April 28, 2021
H	Affidavit of Stefano Damiani of Deloitte Restructuring Inc. sworn April 28, 2021
I	Affidavit of Bradley Wiffen of Goodmans LLP sworn April 28, 2021

INTRODUCTION

1. An application was made on July 20, 2018 by Bank of Montreal (“**BMO**”) for an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver (the “**Receiver**”) of the assets, undertakings and properties (the “**Property**”) of Ingenious Packaging ULC (the “**Debtor**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and section 101 of the *Courts of Justice Act* R.S.O. 1990 c. C.43, as amended.
2. The purpose of the receivership was to consummate the going concern sale transaction of the assets and business of the Debtor (the “**Transaction**”) on an expedited basis, as the Debtor was facing significant financial and operational issues. The Transaction was completed as of July 30, 2018. The Transaction maximized the value of the Debtor’s business, preserved the employment of substantially all of the Debtor’s employees, and resulted in the assumption of substantially all trade and other ordinary course obligations.
3. The Debtor, a British Columbia unlimited liability company, was a manufacturer and service provider of customized, comprehensive and graphic intensive labels for a variety of products for various industries. The Debtor’s workforce consisted of 130 employees in Canada and 4 employees based in the United States. The Debtor conducted its manufacturing and general operations from leased premises located at 999 Progress Avenue in the City of Toronto (the “**Leased Premises**”).
4. Bank of Montreal (“**BMO**”) is the administrative agent under a credit agreement (the “**Credit Agreement**”), by, among others, the Debtor and BMO and the other lenders from time to time party thereto (together, the “**Secured Lenders**”).
5. On July 23, 2018, Deloitte issued its pre-filing report (the “**Pre-Filing Report**”) in its capacity as the proposed receiver (“the “**Proposed Receiver**”) for the purpose of, among other things, (i) providing information in respect of the Debtor’s financial affairs, creditors and Property, (ii) summarizing the results of a marketing process the Debtor had undertaken for the sale of its assets and operations, and (iii) describing the Transaction to be effected, subject to Court approval, pursuant to an executed asset purchase agreement dated July 20, 2018 (the “**APA**”) between the Debtor, the Proposed Receiver, and Ingenious Packaging Group, Inc., a newly incorporated subsidiary of Resource Label Group, as purchaser (the “**Purchaser**”), as well as the effects of the Transaction on the Debtor’s key stakeholders. A copy of the Pre-Filing Report (without appendices) is attached hereto as **Appendix “A”**.

6. Also on July 23, 2018, the Receiver filed a confidential supplement to the Pre-Filing Report (the “**Confidential Pre-Filing Report**”) which disclosed additional information with respect to the Transaction, including the purchase price.
7. On July 24, 2018, the Court issued two orders in these proceedings. The first order (the “**Appointment Order**”) appointed Deloitte as the Receiver of the Property, a copy of which is attached hereto as **Appendix “B”**.
8. The second order (the “**Approval and Vesting Order**”), among other things: (i) approved the Transaction and authorized the Receiver to complete the Transaction in accordance with the APA, including the distributions contemplated therein, (ii) vested in the Purchaser all of the Debtor’s right, title and interest in respect of the purchased assets upon closing of the Transaction, (iii) authorized the Receiver to act as Escrow Agent for the purposes of holding the Adjustment Escrow Amount (defined below) deposited by the Purchaser in respect of the Transaction, (iv) authorized the Receiver or Debtor to facilitate any required change to the corporate name of the Debtor in accordance with the APA, (v) authorized the Receiver to transfer to the Purchaser all of the Debtor’s human resources and payroll information, and (vi) sealed the Confidential Pre-Filing Report. A copy of the Endorsement of Justice McEwen dated July 24, 2018 is attached hereto as **Appendix “C”** and a copy of the Approval and Vesting Order is attached hereto as **Appendix “D”**.
9. The going concern sale Transaction closed effective July 30, 2018 (the “**Closing Date**”) as described in greater detail below. The Debtor and CRO (defined below) continued to operate the business until the Closing Date, and provided ongoing reporting to the Receiver during that period.
10. Attached as **Appendix “E”** is a British Columbia Registry Services Notice of Alteration date August 1, 2018 evidencing the change of the Debtor’s legal name to 1100225 B.C. Unlimited Liability Company.
11. On August 2, 2018, the Debtor filed an assignment into bankruptcy. A copy of the Certificate of Appointment of Deloitte as trustee of the bankrupt estate of the Debtor is attached hereto as **Appendix “F”**.
12. Copies of application materials, court orders and other materials with respect to this matter are available on the Receiver’s website at <http://www.insolvencies.deloitte.ca/en-ca/Ingenious>.
13. This first report of the Receiver (the “**Report**”) is filed in connection with the Receiver’s motion for an order (the “**Discharge Order**”), among other things:

- (a) authorizing and directing the Receiver to distribute to BMO, as agent on behalf of the Secured Lenders, in one or more distributions, all funds or proceeds now or hereafter forming part of the Debtor's estate after the payment of the professional fees of the Receiver and its counsel and any other amounts otherwise payable pursuant to the Appointment Order or the Approval and Vesting Order;
- (b) approving the Receiver's Statement of Receipts and Disbursements for the cumulative period July 24, 2018 to April 28, 2021;
- (c) approving the professional fees and disbursements of the Receiver and its independent legal counsel; and
- (d) upon the issuance by the Receiver of a certificate confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver (the "**Receiver's Discharge Certificate**"), discharging Deloitte as the Receiver and releasing and discharging Deloitte and its affiliates, partners, employees, agents and advisors from any and all liability that such persons now or may hereafter have by reason of, or in any way of arising out of, the acts or omissions of the Receiver while acting in its capacity as Receiver in these proceedings.

TERMS OF REFERENCE

14. In preparing this Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtor's books and records, discussions with management of the Debtor ("**Management**"), and information from third-party sources including Michael Silverman of Silverman Consulting, the Chief Restructuring Officer (the "**CRO**") of the Debtor (collectively, the "**Information**"). Except as described in this Report:
- (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
 - (b) the Receiver has prepared this Report in its capacity as a Court-appointed Receiver to support the Court's approval of the Receiver's activities and other relief being sought.

Parties using the Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

15. Unless otherwise stated, all dollar amounts contained in this Report are expressed in U.S. dollars.
16. All other capitalized terms not otherwise defined in this Report shall have the meanings ascribed to them in the Pre-Filing Report.

RECEIVER'S ACTIVITIES

17. Since the date of the Appointment Order, the Receiver has undertaken the following activities:
 - (a) held on-site meetings at the Leased Premises and additional correspondence with the CRO, the Debtor's senior management, and the Purchaser with respect to various transition, closing and post-closing matters in connection with the Transaction;
 - (b) monitored the Debtor's bank account activity reports and additional financial information prepared by the CRO and the Debtor's financial management to the Closing Date;
 - (c) facilitated the closing of the Transaction, including receiving the closing proceeds from the Transaction and making distributions as contemplated pursuant to the APA (as described in greater detail below);
 - (d) remitted payroll and other payments in accordance with the APA;
 - (e) collected cash on hand in the Company's bank accounts and residual receipts, which did not form part of the purchased assets pursuant to the Transaction;
 - (f) communicated with the Purchaser in respect of the status of its meetings and offers of employment delivered to the Debtor's Canadian employees;
 - (g) coordinated the delivery of Records of Employment and final T4 slips to the former employees of the Debtor;
 - (h) informed Canada Revenue Agency ("CRA") of the receivership, established a new HST account for the post-receivership period, and filed HST returns for the pre-receivership and post-receivership periods;
 - (i) made arrangements with CRA and the Debtor's financial management to conduct audits of the Debtor's payroll tax and HST accounts;

- (j) retained the Debtor's former external accountants to file the Debtor's final corporate income tax return to facilitate the release of temporarily withheld HST refunds;
- (k) notified the Debtor's insurance broker of the Appointment Order and reviewed the insurance coverage;
- (l) issued its statutory Notice and Statement of Receiver pursuant to subsections 245(1) and 246(1) of the BIA, which also included a description of the Transaction and the Purchaser's contact information;
- (m) prepared and filed ongoing statutory interim reports with the Superintendent of Bankruptcy pursuant to subsection 246(2) of the BIA;
- (n) attended to numerous stakeholder inquiries from vendors, customers and former employees;
- (o) arranged for the electronic backing up of the Debtor's accounting system;
- (p) opened new trust accounts in the name of the Receiver;
- (q) continued to engage Goodmans LLP ("**Goodmans**") as its independent legal counsel; and
- (r) addressed various additional matters as they arose from time to time.

CLOSING OF THE TRANSACTION

18. Reference is made to paragraphs 66 to 71 of the Pre-Filing Report, which summarized the terms of the APA and the Funds Flow (defined below). The APA, among other things, contemplated the preservation of employment of Canadian staff and the assumption of trade indebtedness owing to vendors and suppliers.
19. Upon the issuance of the Approval and Vesting Order on July 24, 2018, the Receiver worked diligently with the Purchaser, Management and the CRO to close the Transaction and carry out the terms set out in the APA on an expedited basis.
20. The Receiver facilitated the Purchaser's access to the Leased Premises and arranged for meetings with employees to enable the delivery of offers of employment and to respond to employee inquiries.

21. Pursuant to paragraph 3 of the APA, the ultimate purchase price was to be calculated as \$22.0 million (inclusive of a \$1.1 million deposit), subject to an adjustment based on the Estimated Net Working Capital (as defined in the APA). In addition to the Purchase Price, the Purchaser also assumed various liabilities that were described in the Pre-Filing Report and the APA.
22. As described at paragraph 68 of the Pre-Filing Report, there was an additional working capital adjustment agreed by the parties which was calculated as the amount required to bring working capital to normalized levels and primarily based on the significant overdue accounts payable. That working capital adjustment was deducted by the Purchaser on closing from the sale proceeds, which was reviewed by the Receiver for reasonableness.
23. The Receiver reviewed the CRO's estimated working capital analysis and closing adjustments for the determination of the purchase price due on the Closing Date. The Receiver also attended at the inventory count conducted by the Debtor and the Purchaser's accountants at the Leased Premises. The parties agreed to an Estimated Net Working Capital adjustment of \$839,211. Accordingly, the Purchase Price was reduced to \$21,160,789 on a net basis, before further adjustments for the Escrow Adjustment Amount (defined below).
24. Prior to the Closing Date, the Receiver and the Purchaser reviewed the Company's funds flow schedule (the "**Funds Flow**") of the proposed distribution of sale proceeds to various parties upon closing of the Transaction. The Funds Flow was more particularly described in paragraph 70 of the Pre-Filing Report.
25. The Receiver executed the requisite closing documents, collected the closing proceeds, and completed the Transaction effective July 30, 2018 as evidenced by the issuance of the Receiver's Certificate pursuant to the Approval and Vesting Order.
26. In accordance with the APA, the Receiver entered into an escrow agreement (the "**Escrow Agreement**") with the Debtor and the Purchaser to hold the sum of \$520,000 (the "**Adjustment Escrow Amount**") in escrow for potential adjustments to the purchase price subject to a final working capital determination subsequent to the Closing Date.
27. The Receiver conducted a detailed review of the Purchaser's findings with respect to final working capital and updated financial information, and held consultations with the Debtor's financial management, the CRO and legal counsel with respect to the proposed Adjustment Escrow Amount. Following negotiations between the Receiver and the Purchaser, the amount of the proposed Adjustment Escrow Amount was agreed to by the parties.

28. On February 21, 2019, the Receiver and the Purchaser executed an Escrow Release Notice which terminated the Escrow Agreement and caused the Adjustment Escrow Amount to be distributed in the amounts of \$500,000 to the Purchaser and \$20,000 to the receivership estate. Accordingly, after adjusting for the Estimated Net Working Capital and finalized Adjustment Escrow Amount, the final net Purchase Price of the Transaction was \$20,660,789.

DISTRIBUTIONS TO BMO

29. As described in paragraphs 32 to 35 of the Pre-Filing Report, the Receiver obtained an independent legal opinion confirming the validity of the security granted by the Debtor to secure its obligations under the Credit Agreement, subject to the standard assumptions and qualifications.
30. Paragraph 3 of the Approval and Vesting Order authorized and directed the Receiver to complete the Transaction in accordance with the terms of the APA, including the distributions contemplated thereby. The Receiver has made disbursements related to the receivership totaling Cdn \$384,620 and \$2,322,110 to date, and has made distributions totalling \$17,965,741 to the Secured Lenders in accordance with the Approval and Vesting Order and the APA.
31. Following the completion of the Transaction, the Receiver also collected residual receipts totalling Cdn \$70,785 (the “**CAD Residual Receipts**”) and \$84,267 (the “**USD Residual Receipts**”) (collectively, the “**Residual Receipts**”).
32. The CAD Residual Receipts consisted of (i) HST refunds totalling Cdn \$69,065 with respect to the receivership period, and (ii) Cdn \$1,720 of interest earned in the receivership estate Canadian currency trust account.
33. The USD Residual Receipts consisted of (i) \$60,856 of interest earned in the receivership estate US currency trust account, (ii) insurance refund of \$10,961, and (iii) \$12,451 in respect of a payroll service provider refund and a predecessor company collection which did not form part of the working capital and purchased assets under the APA.
34. The Residual Receipts have been applied to the fees and disbursements of the Receiver and its legal counsel.
35. The proposed form of Discharge Order authorizes the Receiver to distribute to BMO, on behalf of the Secured Lenders, all remaining estate funds and proceeds, provided that the aggregate amount of all distributions made by the Receiver to BMO shall not exceed the aggregate obligations owing by the Debtor to BMO. The Secured Lenders are expected to suffer a shortfall on the amounts

owing to them under the Credit Agreement and accordingly no funds will be available for distribution to other secured or unsecured creditors of the Debtor.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

36. Attached as **Appendix “G”** is a Statement of Receipts and Disbursements for the cumulative period July 24, 2018 to April 28, 2021. As at April 28, 2021, the closing cash balance was approximately \$131,932 in the Receiver’s U.S. dollar trust account and Cdn \$12,900 in the Receiver’s Canadian dollar trust account, all before a reserve for the Estimated Fees (as defined below). The remaining funds in the Receiver’s trust accounts following the payment of the remaining fees associated with the administration of the receivership (including the professional fees and expenses of the Receiver and its counsel) will be distributed to BMO in accordance with the proposed Discharge Order.

PROFESSIONAL FEES

37. The Receiver, and its legal counsel, Goodmans, have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraphs 19 and 20 of the Appointment Order, the Receiver and its legal counsel were directed to pass their accounts from time to time before this Honourable Court and were granted a Receiver’s Charge over the Property.
38. The fees of the Receiver during the period July 24, 2018 to April 21, 2021 amount to Cdn \$258,950.00, and together with other expenses and disbursements of Cdn \$661.00, and HST in the amount of Cdn \$33,749.43, total Cdn \$293,360.43. The time spent by the Receiver is more particularly described in the Affidavit of Stefano Damiani of Deloitte, sworn April 28, 2021 (the “**Damiani Affidavit**”) in support hereof and is attached hereto as **Appendix “H”**.
39. The legal fees incurred by Goodmans during the period July 24, 2018 to April 21, 2021 amount to Cdn \$64,294.00, and together with disbursements of Cdn \$280.37 and HST of Cdn \$8,394.69, total Cdn \$72,969.06. The time spent by Goodmans personnel is more particularly described in the Affidavit of Bradley Wiffen of Goodmans, sworn April 28, 2021 (the “**Wiffen Affidavit**”) in support hereof and attached hereto as **Appendix “I”**.
40. As set out in the Damiani Affidavit and the Wiffen Affidavit (collectively, the “**Fee Affidavits**”), the Receiver estimates fees of the Receiver and its counsel to the conclusion of the administration to be in the amounts of Cdn \$20,000 and Cdn \$25,000 plus disbursements and HST (together, the

“**Estimated Fees**”), respectively. The Estimated Fees (inclusive of HST) for the fees of the Receiver and its counsel are in addition to the fees outlined in paragraphs 38 and 39.

41. The Receiver is of the view that the fees and disbursements set out in the Fee Affidavits, including the Estimated Fees (collectively, the “**Professional Fees**”) are reasonable in the circumstances of this case. Accordingly, the form of Discharge Order sought by the Receiver approves the Professional Fees.

BOOKS AND RECORDS

42. Substantially all of the books and records of the Debtor were located at the Leased Premises and formed part of the assets that were purchased by the Purchaser.
43. The Receiver maintained its own records relating to the administration of the receivership proceeding and will retain such records in accordance with statutory requirements.

REMAINING ACTIVITIES AND DISCHARGE OF THE RECEIVER

44. The tasks to be undertaken by the Receiver prior to the conclusion of these proceedings as are as follows:
- (a) Complete remaining HST tax reporting and correspondence with CRA, and closing of the receivership period tax accounts following the audits by CRA to be coordinated with the Receiver;
 - (b) Settlement of estate liabilities such as professional fees;
 - (c) Distribution of remaining estate proceeds to BMO, on behalf of the Secured Lenders, in accordance with the proposed Discharge Order;
 - (d) Preparation and filing the Receiver’s statutory interim and final reports to the Superintendent of Bankruptcy pursuant to subsections 246(2) and 246(3) of the BIA;
 - (e) Stakeholder communications, as required; and
 - (f) Final reconciliation of the Receiver’s bank accounts once all distributions and expenses have cleared and subsequent closure of the receivership trust accounts.
45. Other than the remaining matters to be completed as addressed in this Report, the Receiver has completed its administration of the estate in accordance with the terms of the Appointment Order and the Approval and Vesting Order. Accordingly, the Receiver recommends that it be discharged

upon the issuance of the Receiver's Discharge Certificate in the form appended to the form of Discharge Order being sought by the Receiver.

RECEIVER'S RECOMMENDATIONS

46. For the reasons set out above, the Receiver recommends that the Court grant the Discharge Order in the form sought by the Receiver.

All of which is respectfully submitted at Toronto, Ontario this 30th day of April, 2021.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-appointed receiver
of 1100225 B.C. Unlimited Liability Company
(formerly Ingenious Packaging Group ULC),
and without personal or corporate liability

Per:



Philip J. Reynolds, CPA, CA, CIRP, LIT
Senior Vice-President



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

A

Court File No. CV-18-601960-00CL

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

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

INGENIOUS PACKAGING GROUP ULC

Respondent

**REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS THE PROPOSED RECEIVER OF
INGENIOUS PACKAGING GROUP ULC
DATED JULY 23, 2018**

TABLE OF CONTENTS

INTRODUCTION - 1 -

TERMS OF REFERENCE - 2 -

DEBTOR BACKGROUND - 3 -

THE DEBTOR’S CURRENT CIRCUMSTANCES - 10 -

THE MESIROW SALES PROCESS - 12 -

DUE DILIGENCE FINDINGS AND PROTRACTED NEGOTIATIONS - 14 -

THE PROPOSED SALE TRANSACTION - 15 -

PROPOSED RECEIVER’S RECOMMENDATIONS - 20 -

EXHIBITS

EXHIBIT	DESCRIPTION
A	Confidential Supplemental Report dated July 23, 2018

INTRODUCTION

1. An application has been made before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) by Bank of Montreal (“**BMO**”) for an order (the “**Receivership Order**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver, 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 “**Receiver**”), of the assets, property and undertaking (the “**Property**”) of Ingenious Packaging ULC (“**Ingenious**”, or the “**Debtor**”).
2. On July 9, 2018, Deloitte was retained by Borden Ladner Gervais LLP (“**BLG**”), Canadian legal counsel to BMO, as financial advisor to BMO to review the Debtor’s current operations, financial position and the proposed going concern sale transaction of substantially all of the business and assets of Ingenious (the “**Proposed Transaction**”).
3. Deloitte is a licensed trustee within the meaning of section 2 of the BIA and has consented to act as Receiver in these proceedings in the event that this Court grants the Receivership Order. We are writing this report (the “**Report**”) as proposed Receiver of Ingenious (the “**Proposed Receiver**”).
4. The purpose of the proposed receivership is to consummate the Proposed Transaction on an expedited basis, as the Debtor is facing significant financial and operational issues.
5. Copies of Court documents and reports with respect to this matter will be posted on the Proposed Receiver’s website at <http://www.insolvencies.deloitte.ca>.
6. The purpose of this Report is to:
 - (a) provide the Court with an overview of the Debtor’s business, including its corporate structure, assets and liabilities, historical financial performance and the current state of the affairs of the business;
 - (b) summarize the results of a marketing process the Debtor has undertaken for the sale of its assets and operations;
 - (c) describe the Proposed Transaction which, subject to Court approval, is to be effected through an executed asset purchase agreement, dated July 20, 2018 (the “**APA**”) between the Debtor, the Proposed Receiver, and Ingenious Packaging Group, Inc., a

newly incorporated subsidiary of Resource Label Group (“**RLG**”), as purchaser (the “**Purchaser**”), as well as the effects of the Proposed Transaction on the Debtor’s key stakeholders; and

- (d) provide the Proposed Receiver’s observations and recommendations in connection with the Proposed Transaction.

TERMS OF REFERENCE

7. In preparing this Report, Deloitte has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtor’s books and records, discussions with management of the Debtor (“**Management**”), and information from third-party sources including Michael Silverman of Silverman Consulting, the Debtor’s Chief Restructuring Officer (“**CRO**”), (collectively, the “**Information**”). Except as described in this Report:

- (a) Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
- (b) Deloitte has prepared this Report in its capacity as Proposed Receiver to support the Court’s consideration of the relief being sought by BMO in its application for the Receivership Order and, subject to the granting of the Receivership Order, the relief being sought by the Proposed Receiver in its motion for approval of the Proposed Transaction. Parties using the Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

8. Reference is made to the Affidavit of Jack Kane, sworn July 20, 2018 (the “**Kane Affidavit**”), and the Affidavit of Michael Silverman, also sworn July 20, 2018 (the “**Silverman Affidavit**”), in support of BMO’s application for the appointment of Deloitte as receiver of the Property, and approval of the APA and the Proposed Transaction.

9. Unless otherwise stated, all dollar amounts contained in this Report are expressed in U.S. dollars.

10. All other capitalized terms not otherwise defined in this Report shall have the meaning ascribed to them in the Kane Affidavit.

DEBTOR BACKGROUND

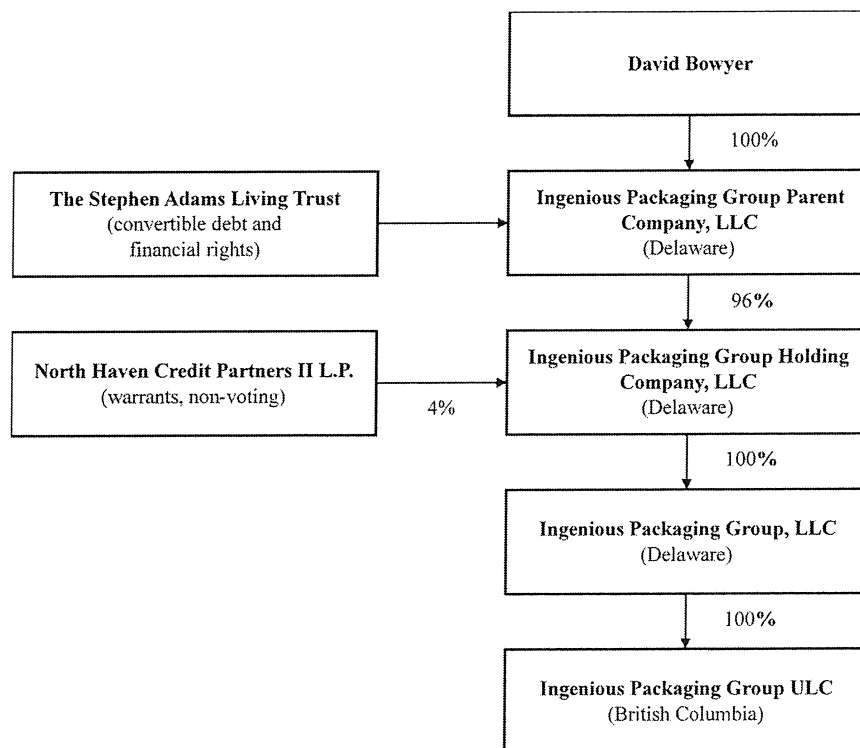
Overview

11. Ingenious is a manufacturer and service provider of customized, comprehensive and graphic intensive labels for a variety of products for various industries including food and beverage, health and personal care, nutraceutical, pharmaceutical, spirits and craft beer, tobacco and chemicals. Ingenious is a top producer of craft beer shrink sleeves in Canada and a top three producer in the United States.
12. Approximately 80% of Ingenious' sales are derived from a Canadian customer base, and the remaining 20% of sales are generated from customers in the United States, Mexico and the Caribbean. The customer base of the Debtor consists of more than 350 customers, with the top 20 customers comprising approximately 65% total revenue as set out in paragraph 18 of the Silverman Affidavit.
13. Prior to their divestiture of the businesses in January, 2018 (as further described below), the Proposed Receiver understands that Ingenious' parent and sister companies maintained four (4) operating facilities in Oregon and California (the "**West Coast Assets**"), as well as one in Vancouver . Ingenious relocated its Vancouver facility to Toronto, Ontario in August, 2017. In doing so, Ingenious transferred all manufacturing operations to leased premises located at 999 Progress Avenue in the City of Toronto (the "**Leased Premises**"). The Leased Premises include 132,000 square feet of head office and manufacturing space.
14. As further detailed in this report, Ingenious has approximately \$27 million in annual revenues (fiscal 2017 revenue), \$27.4 million in total assets (currently) and \$56.4 million in total liabilities (currently). Ingenious has generated a year-to-date net loss of \$1.2 million to June 30, 2018. There are approximately 125 suppliers in Canada and the U.S.
15. The Ingenious workforce consists of 130 employees in Canada, 36 of which are salaried and 94 are hourly. In addition, Ingenious has 4 employees who are based in the United States. None of Ingenious' employees are represented by a union and Ingenious does not sponsor a pension plan. From time to time, the Debtor also retains temporary staff depending on the level of operations.

16. Ingenious' predecessor companies, which mostly operated under the "Tapp Label" brand, were comprised of entities and plants located in the United States and Canada, and were subsequently divested or relocated over the last several years.

Corporate Background

17. On April 22, 2015, Ingenious was incorporated in Ontario as "ML Acquisition Company Canada Inc.;" the company's name was changed to "Tapp Label Ltd." effective on June 5, 2015.
18. Tapp Label Ltd. was subsequently continued to a British Columbia unlimited liability company on December 14, 2016 and changed its name to "Tapp Label ULC" effective January 1, 2017.
19. On January 30, 2018, Tapp Label ULC changed its name to "Ingenious Packaging Group ULC".
20. David Bowyer (President and Chief Executive Officer), Jay Ziegler (Chief Operating Officer), and Glen Beharry (Director of Operations) are Directors of Ingenious.
21. Ingenious' registered office is located at 1500 Royal Centre, 1055 West Georgia Street, Vancouver, British Columbia.
22. A summary of the corporate structure of the Debtor is as follows:



23. Ingenious Packaging Group, LLC (the “**US Borrower**”), Ingenious Packaging Group Holding Company, LLC (the “**US Guarantor**”), and Ingenious Packaging Group Parent Company, LLC (“**Parent**”), are each a limited liability company registered in Delaware, United States.
24. North Haven Credit Partners II L.P. (“**NHCP**”), an entity controlled by Morgan Stanley Canada Limited (“**Morgan Stanley**”), holds warrants issued by the US Borrower.

Assets

25. Based on an interim balance sheet provided by the Debtor Ingenious has total assets in the amount of approximately \$27.4 million as at June 30, 2018, as described below:

Asset Description	Amount (in USD)
Cash	\$446,909
Accounts receivable	4,857,160
Other receivables	144,566
Inventory	1,845,929
Prepaid expenses	113,953
Fixed Assets (net)	8,341,438
Goodwill (net)	11,617,378
Total Assets	\$27,367,333

Liabilities

26. A summary of Ingenious’ recorded liabilities is set out in the chart below, and which total approximately \$56.4 million at slightly varying dates from the end of June, 2018 to July 20, 2018.

- 6 -

Creditor	Secured (in USD)	Unsecured (in USD)	Comments
Secured Lenders other than Adams Trust	\$18,830,883		<ul style="list-style-type: none"> Estimated balance as at July 20, 2018 Amounts is before other applicable costs
The Stephen Adams Family Living Trust (the "Adams Trust")	\$3,213,155		<ul style="list-style-type: none"> Holder of convertible note issued by the Parent, which is subordinated in right of payment to the other secured obligations under the Credit Agreement. The Adams Trust is a Secured Lender in the Credit Agreement lending syndicate, but is subordinated in right of payment to the payment in full of all other obligations under the Credit Agreement. Estimated balance as at July 20, 2018
Trade Accounts Payable		\$3,588,689	<ul style="list-style-type: none"> Amounts owing to suppliers and vendors as at June 30, 2018
NHCP (Morgan Stanley)		\$30,740,216	<ul style="list-style-type: none"> Pursuant to a Note Purchase Agreement dated July 6, 2015, North Haven Credit Partners II L.P. ("NHCP") purchased unsecured notes issued by the Borrowers in an original aggregate principal amount of US\$35,669,250 (the "Opco Notes") Includes accrued PIK principal and interest as at July 20, 2018
Accrued liabilities		\$970,576	<ul style="list-style-type: none"> Includes various normal operating employee, vendor, commodity taxes and other accruals, balance as at June 30, 2018.
Total	\$21,123,150	\$35,299,481	

Bank of Montreal

27. BMO is the administrative agent under a credit agreement dated as of July 6, 2015 (as amended, restated or modified from time to time, the “**Credit Agreement**”), by, among others, Ingenious and the US Borrower (collectively, the “**Borrowers**”), as borrowers, the US Guarantor, as guarantor, and BMO and the other lenders from time to time party thereto, which include funds managed by the Audax Group and (together, the “**Secured Lenders**”).
28. The credit facilities pursuant to the Credit Agreement (collectively, the “**BMO Facilities**”) consist of: i) a Canadian term loan facility to Ingenious; ii) a US term loan facility to the US Borrower; iii) a Second Amendment Term Facility to the US Borrower; and iv) a revolving credit facility to the Borrowers.
29. The Debtor has total recorded indebtedness of \$18,830,883, which includes outstanding principal of \$17,909,994, accrued and unpaid interest of \$446,889, and outstanding forbearance fees of \$474,000. These amounts are all before other costs (including, without limitation, legal fees and expenses), and excluding any balance attributable to indebtedness owing to the Adams Trust.
30. Each Borrower is jointly and severally liable for all obligations under the Credit Agreement. Each Borrower is also a guarantor of each other Borrower’s obligations and liabilities arising under the Credit Agreement. Moreover, each Borrower and the US Guarantor provided an unlimited guarantee of all obligations of the Borrowers arising under the Credit Agreement (the “**Guarantee**”).
31. As security for the BMO Facilities, BMO holds, among other things, the following forms of security: i) a Canadian pledge and security agreement charging all of Ingenious’ property (the “**Canadian Security Agreement**”); ii) the Guarantee; iii) a US pledge and security agreement charging all of the US Borrower’s property and the US Guarantor’s property; and iv) a trademark security agreement charging the US Borrower’s Trademarks.

Security Review

32. Goodmans LLP, in its capacity as independent legal counsel to the Proposed Receiver, conducted a review of the security granted by the Debtor to secure its obligations under the Credit Agreement. Goodmans’ conclusions with respect to the security are contained in a report delivered to Deloitte on July 23, 2018 (the “**Security Review**”), a copy of which is available to this Court on request.

33. The Security Review is limited to the law of the Province of Ontario and the federal laws of Canada applicable therein ("**Ontario Law**"). With the exception of the Canadian Security Agreement which is governed by Ontario Law, the Credit Agreement and other loan documents are governed by the laws of the State of New York ("**New York Law**"). The Security Review assumes the enforceability of the New York Law documents and the validity of the indebtedness and guarantees incurred thereunder.
34. Subject to standard assumptions and qualifications set forth in the Security Review, the Security Review concludes that, *inter alia*:
- (a) the Canadian Security Agreement constitutes a valid and binding obligation of the Debtor;
 - (b) the Canadian Security Agreement creates a valid security interest in favour of the Administrative Agent in the Collateral (as defined in the Canadian Security Agreement) to which the *Personal Property Security Act* (Ontario) (the "**Ontario PPSA**") applies, which collateral constitutes substantially all of the Debtor's personal property, subject to certain customary categories of excluded property; and
 - (c) the registration has been made pursuant to Ontario Law where such registration is necessary to perfect the security interests created by the Canadian Security Agreement in favour of the Administrative Agent in the Collateral to which the Ontario PPSA applies and in which the Debtor has rights, other than in respect of any Collateral consisting of motor vehicles as such collateral classification has not been included in the Administrative Agent's financing statement.
35. The Security Review describes the results of searches conducted under the Ontario PPSA and the *Personal Property Security Act* (British Columbia) (the "**B.C. PPSA**"). Other than registrations under the Ontario PPSA and the B.C. PPSA by the Administrative Agent, the only other registrations are registrations relating to specific equipment by Fujifilm Canada Inc. ("**Fujifilm**") under the Ontario PPSA and E.I. Dupont Canada Company ("**Dupont**") under the Ontario PPSA and the B.C. PPSA. The CRO advises the Proposed Receiver that the Debtor does not have any financing or capital lease payment obligations, and that the encumbrances of Fujifilm and Dupont are in respect of certain plates and tooling equipment which the Debtor is entitled to use with no rental costs. The equipment registrations in respect of Fujifilm and Dupont constitute "Permitted Encumbrances" under the terms of the APA and the proposed Approval and Vesting Order.

Adams Trust

36. As noted above, the Adams Trust is the lender of the subordinated secured term loan pursuant to the Credit Agreement, which is accruing PIK principal and interest for a total estimated balance of \$3,213,155 as at July 20 2018.

Trade Accounts Payable

37. As at June 30, 2018, Ingenious had unsecured trade accounts payable totaling approximately \$3.5 million, with vendors located in Canada and the United States.
38. As at June 30, 2018, Ingenious owed approximately \$2.0 million to its top four suppliers which provide substantially all critical raw materials. Of those four vendor balances, more than \$1.4 million are aged over 30 days past due and \$771,000 are aged over 60 days past due.

NHCP / Morgan Stanley

39. As set out in the Kane Affidavit, NHCP had purchased Opco Notes issued by the Borrowers and Holdco Notes issued by the U.S. Guarantor, which notes became subject to subordination and inter-creditor agreements with BMO.
40. Based on information provided by Silverman Consulting, there is of \$30,740,216 of unsecured indebtedness owing to NHCP under the Opco Notes and Holdco Notes as at July 20, 2018.
41. Cash payments of principal and interest formerly due under the NHCP indebtedness were suspended following the execution of a Subordination and Inter-creditor Agreement in September 2017, and PIK principal and interest has accrued since that time.

Accrued Liabilities

42. The Debtor has accrued liabilities of \$1,352,550 as at June 30, 2018 with respect to various normal operating employee, vendor, commodity tax and other accruals.

Historical Operating Performance

43. The Debtor has generated net sales for the fiscal years ending December 31, 2016 and December 31, 2017 of \$24.7 million and \$27.1 million. During those years, the Debtor generated net losses of \$350,000 and \$3.2 million, respectively.

44. For the year-to-date period ending June 30, 2018, the Debtor reported net sales of \$15.0 million and net losses of \$1.2 million.

THE DEBTOR'S CURRENT CIRCUMSTANCES

Overview and timeline of recent events

45. As described in the Silverman Affidavit, subsequent to and as a result of its acquisition of certain wine label manufacturers in the North American West Coast (previously defined as the “West Coast Assets”) in 2015, Ingenious began to experience poor financial results and its financial condition began to deteriorate in a material way.
46. To address its poor financial circumstances, Ingenious retained Silverman Consulting as financial advisor in June 2017.
47. In September 2017, Ingenious appointed Michael Silverman of Silverman Consulting as the Debtor’s Chief Restructuring Officer.
48. In December 2017, the Ingenious group divested the West Coast Assets. Ingenious unsuccessfully sought financing from an existing subordinated noteholder which declined to advance negotiations following its due diligence and credit approval process.
49. As a result of its ongoing financial difficulties, the Debtor sought the assistance of a corporate finance advisor to lead a sales and marketing process of the Property. In February 2018, Ingenious retained Mesirow Financial, Inc. (“**Mesirow**”), a specialist capital markets and investment banking firm based in the United States, as corporate finance advisor to conduct the sales process (the “**Mesirow Sales Process**”). The CRO and Management have advised the Proposed Receiver that Mesirow was selected as corporate finance advisor due to its expertise and credentials in the label and packaging industry in North America.
50. As described later in this Report, Mesirow conducted a comprehensive sales process which commenced on March 1, 2018 and resulted in several letters of intent being received on April 19, 2018. The leading bidder was selected but the Mesirow Sales Process did not culminate in a transaction within the intended timeline as the leading bidder’s due diligence process resulted in the identification of a number of issues including, poor customer feedback, the unwillingness of a landlord to amend the existing off-market lease, and significant required capital expenditures in order to improve customer on-time deliveries.

- 11 -

51. In March 2018, the Secured Lenders agreed to forbear from exercising certain rights and remedies against the Borrowers and the US Guarantor (the “**Forbearance Agreement**”). The Forbearance Agreement expired on June 29, 2018 and was not extended by the parties.
52. As described more particularly in paragraph 35 of the Kane Affidavit, several Events of Default have occurred, including but not limited to, the failure of the Borrowers to pay principal and interest due under the Credit Agreement on July 2, 2018, and the failure to comply with certain financial and reporting covenants.
53. On July 19, 2018, BMO issued a demand for payment and a Notice of Intention to Enforce Security pursuant to the BIA, to the Borrowers.

The Resulting Current Circumstances Facing the Debtor

54. The above events have left the Debtor in the following situation:
 - (a) The business continues to generate losses;
 - (b) The Debtor’s cash resources have been almost entirely depleted, and it has no sources of further funding. Paragraph 20 of the Silverman Affidavit sets out a deteriorating financial position and forecasts ending weekly cash positions of between \$ nil and \$500,000, and is averaging weekly total disbursements of \$515,000. Paragraph 7 of the Silverman Affidavit sets out that Ingenious is unable to maintain payments to its lenders, vendor payment terms have been stretched and Ingenious has inadequate operating cash levels. The Proposed Receiver has reviewed the Debtor’s financial circumstances and is of the view that the Debtor is insolvent;
 - (c) Its trade payable accounts are overdue, with current payables which are past their terms totalling \$1.4 million on a balance of \$3.5 million. Paragraph 21 of the Silverman Affidavit sets out that the CRO is receiving an increasing number of communications from anxious suppliers in respect to outstanding accounts payable. The Proposed Receiver has been advised that Management is attempting to keep its vendors supplying on the basis that the terms of the Proposed Transaction will include an assumption of all of outstanding trade debt, as is the case under the terms of the APA for the Proposed Transaction;
 - (d) On July 2, 2018, the Debtor failed to make a quarterly payment of principal and interest owing to the Secured Lenders in the amount of approximately \$704,000, and has also

- 12 -

been unable to meet a forbearance fee obligation of \$474,000, all owing to the Secured Lenders;

- (e) The Debtor ceased making cash payments owing to subordinated lenders in 2017 and has since been issuing PIK principal and interest payments;
- (f) Due to its lack of access to further capital, the Debtor has not been able to invest in certain printing equipment which has resulted in the Debtor's inability to consistently produce its product within promised order delivery times. The Silverman Affidavit also notes a significant decline in on-time deliveries in 2018, and that only 49.7% of June 2018 deliveries were made within prescribed delivery dates;
- (g) The Debtor's leading customers, who were contacted by RLG during the Mesirow Sale Process (as part of their due diligence), are aware that the Debtor's assets are for sale, and one major customer has resourced, with others indicating their attempt to resource to other label providers. Paragraph 18 of the Silverman Affidavit indicates that: "*RLG also learned that Ingenious had lost one significant customer, and was at risk to lose several others. It is important to understand that the top 20 customers comprise approximately 65% of the Ingenious revenue base. In addition, since the material provided by Ingenious is custom and specific to customer products, those customers would move proactively to alternate sources in order to ensure continuity of label material.*";
- (h) We are advised that employee retention is becoming an issue as set out in paragraph 22 of the Silverman Affidavit, and that there is a retention bonus program in place; and
- (i) The Debtor has defaulted on its BMO indebtedness and BMO is enforcing on its security. The Debtor is unable to repay or refinance the secured indebtedness owed to BMO and the other Secured Lenders under the Credit Agreement.

THE MESIROW SALES PROCESS

55. Subsequent to its retention, Mesirow prepared a Confidential Information Memorandum ("**CIM**"), established an electronic data room, and compiled a targeted list of potential purchasers in advance of launching the Mesirow Sales Process.

56. Under the guidance of the CRO and the Debtor's Management and Board of Directors, Mesirow conducted a commercially reasonable sales process which included the following activities, steps and timelines that are not dissimilar from other sales processes commonly approved by this

Court:

Timing	Activity
March 1, 2018	<ul style="list-style-type: none"> • Commencement of marketing outreach to prospective purchasers
March 21, 2018	<ul style="list-style-type: none"> • Deadline for preliminary indications of interest (each, an “IOI”)
April 2 to 6, 2018	<ul style="list-style-type: none"> • Management presentations to shortlisted parties
April 19, 2018	<ul style="list-style-type: none"> • Deadline for letters of intent (each, an “LOI”)
April 23, 2018	<ul style="list-style-type: none"> • Selection of Resource Label Group, LLC as the successful bidder • Execution of an LOI with RLG
May and June 2018	<ul style="list-style-type: none"> • Confirmatory due diligence
July 20, 2018	<ul style="list-style-type: none"> • Execution of the APA

57. Mesirow approached a group of twelve (12) strategic industry participants and five (5) select financial sponsors. Fifteen (15) parties executed a confidentiality agreement and were given access to the CIM. Seven (7) written IOI’s were received, six (6) parties were invited to attend Management presentations, and four (4) parties submitted LOI’s.
58. As set out in paragraph 13 of the Silverman Affidavit, each of the offers contemplated a purchase of the assets at a wide range of values.
59. The Debtor, in consultation with the CRO and with the recommendation of Mesirow, selected the LOI submitted by RLG (the “**RLG Offer**”) as the leading bidder for the purpose of completing the transaction. RLG is a leading North American provider of pressure sensitive label, shrink sleeve and RFID/NFC technologies for the food, beverage, personal care, chemical, nutraceutical, pharmaceutical and durable good customer segments. Moreover, we understand that RLG generates estimated sales of \$225 million from 16 locations in North America.

DUE DILIGENCE FINDINGS AND PROTRACTED NEGOTIATIONS

60. RLG's due diligence efforts resulted in the identification of serious concerns in respect of customer satisfaction and potential loss of key customers, the rental agreement with respect to the Leased Premises, and significant further required capital expenditures, all of which resulted in protracted negotiations.
61. As a result of its due diligence, RLG and its advisors made adjustments to its stated purchase price. The Proposed Receiver understands that Management, in consultation with the CRO and Mesriow, performed a detailed review of all of the purchase price adjustments. Paragraph 19 of the Silverman sets out the following in respect of the amendments to the RLG Offer: *"Notwithstanding the reduction in purchase price, we remained of the view that the factors identified in the RLG due diligence would have similarly resulted in a reduction of the other bidders' purchase prices. In addition, RLG had gained a significant understanding of the Ingenious business through the due diligence process. Consequently, we recommended proceeding to close the Transaction with RLG."*
62. The Proposed Receiver has also reviewed the detailed adjustments made to the original purchase price offered by RLG and concurs with their reasonableness. The Proposed Receiver also agrees with the view of the CRO, as set forth in paragraph 19 of the Silverman Affidavit, that the factors identified in the RLG due diligence would likely have produced similar reductions in the purchase prices offered by the other bidders in their respective LOI's, upon completion of their respective due diligence processes.

Alternate Sales Process Considerations

63. The Proposed Receiver held discussions with Management, the CRO and the Secured Lenders with respect to an abridged or extended sales process, with RLG potentially acting as a stalking horse bidder. RLG was not willing to proceed on that basis because it is apparent that the value of the Debtor's business is eroding and at further risk of further erosion due to customer loss, employee loss, actions from suppliers, its lack of liquidity and its insolvency in general.
64. The Proposed Receiver also considered the RLG Offer in comparison to a liquidation scenario, and is of the view that at liquidation scenario would result in a highly significant shortfall to all stakeholders relative to the RLG Offer.

65. The Proposed Receiver is of the view that the RLG offer therefore represents the best value and outcome for the Debtor's stakeholders under the circumstances and (i) there is no reasonable prospect, in light of the Debtor's financial circumstances, that a further marketing process would produce a superior transaction capable of being implemented in the near term and (ii) that further marketing could imperil the transaction at hand, causing reduced recoveries for the Debtor's stakeholders.

THE PROPOSED SALE TRANSACTION

Terms of the Successful Bid

66. The APA, which was finalized and signed on July 20, 2018, was negotiated by Ingenious, Mesirow, the CRO and BMO, with the involvement of Deloitte since its engagement on July 9, 2018. An unredacted copy of the APA is attached as Appendix "A" to the confidential supplemental report to the Report (the "**Confidential Supplement**").
67. A summary of the non-commercially sensitive key terms of the APA is provided below. A more detailed summary of the key terms of the APA and the distributions contemplated thereby, which includes certain commercially sensitive information, is included in the Confidential Supplement.

Summary of the Asset Purchase Agreement	
Purchaser	<ul style="list-style-type: none"> • Ingenious Packaging, Inc., a newly incorporated member of the Resource Label Group, LLC group of companies.
Transaction Type	<ul style="list-style-type: none"> • Receivership sale of assets • Form of Approval and Vesting Order appended to the APA
Transaction Approval Date	<ul style="list-style-type: none"> • Hearing scheduled for July 24, 2018
Operation of Business Until Closing	<ul style="list-style-type: none"> • To be carried out by Silverman Consulting
Purchase Price and Adjustments to Purchase	<ul style="list-style-type: none"> • Confidential • A potential working capital adjustment based on finally determined

Price	<p>closing capital, pursuant to the mechanics set out in the APA.</p> <ul style="list-style-type: none"> • At least one (1) day prior to the closing date, the Debtor will prepare a funds flow schedule (the “Funds Flow”) of the proposed distribution of sale proceeds upon closing, which is subject to review and final approval by RLG and the Receiver. The Funds Flow will set out the various parties who will receive the consideration on the closing of the Proposed Transaction.
Deposit Received	<ul style="list-style-type: none"> • An amount of 5% of the purchase price before Assumed Liabilities
Use of Proceeds on Closing	<ul style="list-style-type: none"> • All amounts to be disbursed or allocated from the Funds Flow within two (2) business days following the closing date in the manner prescribed therein
Execution Date	<ul style="list-style-type: none"> • July 20, 2018
Target Closing Date	<ul style="list-style-type: none"> • Outside closing date of July 30, 2018
Acquired Assets and Assigned Contracts	<ul style="list-style-type: none"> • Accounts receivable, customer purchase orders, prepaid expenses, and security deposits • Inventory (finished goods, work-in-process, and raw materials) • Equipment and other fixed assets • Intellectual property, intangible assets, customer data, goodwill, permits, claims against third parties, guarantees from third parties, books and records • Rights to Leased Premises • Assumed contracts notwithstanding that the Receiver will not be responsible for obtaining consents or paying cure costs to vendors
Assumed Liabilities	<ul style="list-style-type: none"> • Liabilities and obligations under the Assumed Contracts • Accounts payable and accrued expenses with respect to ordinary course of business of Ingenious • Pre-closing liabilities owing to Transferred Employees • Permitted encumbrances with respect to certain equipment
Permitted Encumbrances and Liens on Specific Equipment	<ul style="list-style-type: none"> • Schedule B to the draft form of Approval and Vesting Order sets out “Permitted Encumbrances“ to: <ul style="list-style-type: none"> ○ Fujifilm and Dupont in the Province of Ontario

	<ul style="list-style-type: none"> ○ Dupont in the Province of British Columbia. Schedule 7(A)(III) to the APA sets out two “Permitted Liens” for the same collateral description in favour of Dupont
Employees	<ul style="list-style-type: none"> • Offers of employment on substantially similar terms and conditions will be made to all Transferable Employees (as defined therein) no later than four (4) business days prior to the closing date • Subject to certain conditions, the Purchaser is not obliged to make offers to employees who are absent from work on the closing date • Payment of outstanding compensation and termination and severance pay owing to employees that are not Transferred Employees as at the closing date • Payment of the Assumed Pre-Closing Employee Obligations (as defined therein) to the Debtor’s payroll provider to perform and discharge the Assumed Pre-Closing Employee Obligations
Landlord	<ul style="list-style-type: none"> • Consent to Transfer and Lease Amendment Agreement was executed on July 20, 2018 for continued occupancy
Excluded Assets	<ul style="list-style-type: none"> • Cash and cash equivalents • Employee benefit plans and any attributable assets, tax refunds or rebates due to the Debtor, corporate documents (e.g. minute books, tax returns, stock books, etc.), and any related party or affiliate commitments or arrangements
Excluded Liabilities	<ul style="list-style-type: none"> • Any liabilities not relating to the Debtor’s business or assets • Unpaid taxes
Conditions to Closing	<ul style="list-style-type: none"> • Receivership Order issued by the Court • Approval and Vesting Order issued by the Court in respect of the APA • Cash payment of the balance of the Estimated Purchase Price • Purchaser and Receiver approval of the Funds Flow • Closing deliveries, including an executed Escrow Agreement • No material adverse effect change to business operations or assets • Established threshold of offer acceptances from Transferrable Employees • Closing by Outside Date of July 30, 2018

68. There is an additional working capital adjustment that has been agreed by the parties that is not included directly in the APA. Such working capital adjustment, which is calculated as the amount required to bring working capital to normalized levels, is primarily based on the significant overdue accounts payable which are past their terms (approximately \$1.4 million as at the date of this report). This working capital adjustment is planned to be deducted by RLG on closing from the sale proceeds, within an agreed to calculation formula, on a calculation which the Proposed Receiver will review for accounting reasonableness.
69. As part of concluding the APA, RLG, negotiated revised terms with the landlord of the Leased Premises.

The Funds Flow

70. The Funds Flow schedule sets out the amounts to be paid to various parties out of the sales proceeds which are paid out of the Proposed Transaction, if approved. The Funds Flow includes negotiated amounts to be paid to the following parties, among others:
- (a) The working capital adjustment referenced in paragraph 68, above;
 - (b) The amounts set aside for the potential working capital adjustment, as described in the APA, above;
 - (c) The payment of various Debtor-side and lender side advisors and the Receiver and its counsel;
 - (d) Certain payments to other stakeholders of the Debtor as agreed between BMO and the Debtor, which funds would otherwise be payable to BMO; and
 - (e) The partial satisfaction of the indebtedness of the Secured Lenders, who will experience a material shortfall in their position.
71. The consummation of the Proposed Transaction would include the following:
- (a) The preservation of employment for the vast majority of the Debtor's employees, and assumption of various legacy costs (including recognition of time served in relation to potential severance obligations);
 - (b) The assumption of virtually all of Debtor's vendor indebtedness;
 - (c) A material paydown of the Secured Lenders' debt which is considered to be far in excess of liquidation value; and

- (d) A better servicing and stabilization of the Debtor's customer base.

The Proposed Receiver's Observations

72. The Proposed Receiver makes the following observations with respect to the Proposed Transaction for consideration by the Court:

- (a) The financial circumstances of the Debtor require that a transaction be completed without delay;
- (b) The Debtor has conducted a commercially reasonable sales process, which was led by Mesirow, a qualified investment banking firm with expertise in the printing and labelling sector;
- (c) Although the sales process took longer than expected, it is proposed to be concluded with the leading bidder. There were business issues identified in the process which served to reduce the initial LOI purchase price, however, it is the CROs view that any reasonable bidder would similarly reduce its price, and the Proposed Receiver concurs with that view;
- (d) As part of the transaction, the Secured Lenders, who will experience a significant loss, support and have made this application to have the Proposed Transaction approved by the Court;
- (e) No party is objecting to the conclusion of the Proposed Transaction;
- (f) Under the circumstances facing the Debtor, the Proposed Receiver believes the Proposed Transaction represents commercially reasonable value. In this regard, the Proposed Receiver has reviewed the Mesirow Sales Process, its results, as well as the adjustments which have given rise to the ultimate proceeds contemplated by the APA. It has also reviewed potential liquidation net proceeds; and
- (g) Among other things, the Proposed Transaction provides for continued employment for substantially all Ingenious' employees, an assumption of all trade payables and other obligations, ongoing service to Ingenious' customers, and provides other commercially-sensitive benefits outlined in the Confidential Supplement.

PROPOSED RECEIVER'S RECOMMENDATIONS

73. For the reasons set out above, the Receiver recommends that the Court make an Order in the form of the proposed Approval and Vesting Order, approving the APA and the Proposed Transaction and providing such other relief as set out in the proposed form of Order.

All of which is respectfully submitted at Toronto, Ontario this 23rd day of July, 2018.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as the proposed
Court-appointed receiver of
Ingenious Packaging Group ULC, and
without personal or corporate liability

Per: 

Philip J. Reynolds, CPA, CA, CIRP, LIT
Senior Vice-President

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Court File No. CV-18-601960-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	TUESDAY, THE 24 TH
)	
MR. JUSTICE MCEWEN)	DAY OF JULY, 2018

BETWEEN:



BANK OF MONTREAL

Applicant

- and -

INGENIOUS PACKAGING GROUP ULC

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,
 AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
 R.S.O. 1990, c. C.43, AS AMENDED**

ORDER
(appointing Receiver)

THIS APPLICATION made by Bank of Montreal ("BMO") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Deloitte Restructuring Inc. as receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties of Ingenious Packaging Group ULC (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jack Kane sworn July 20, 2018 and the Exhibits thereto, (the "**Kane Affidavit**"), the affidavit of Michael Silverman sworn July 20, 2018 and the Exhibits

thereto, (the "**Silverman Affidavit**") and the Report of Deloitte Restructuring Inc. dated July 20, 2018 (the "**Pre-Filing Report**") in its capacity as proposed Receiver, and on hearing the submissions of counsel for BMO, the Debtor and the proposed Receiver, no one appearing for any other party although duly served as appears from the affidavits of service of Mariela Adriana Gasparini sworn July 23, 2018 and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor of every nature and kind whatsoever and wherever situate, 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 Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

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

security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to cease to carry on all or any part of the business , or perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (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, or by 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 \$500,000 provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* 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 seek Court approval of the Transaction (as defined in the Kane Affidavit) and attend to all incidental steps and actions in connection therewith;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) 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;
- (q) 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to execute an assignment into bankruptcy, assigning the Debtor into bankruptcy, or to consent to an application for the making of a bankruptcy order against the Debtor; and,
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, suspend, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of, for the benefit 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.

14. **THIS COURT ORDERS** that the Receiver is authorized and directed to hold the Deposit in accordance with the terms of the asset purchase agreement between the Debtor and Ingenious Packaging, Inc. dated as of July 20, 2018 (the "**Asset Purchase Agreement**") and to apply, disburse and/or deliver the Deposit or the applicable portions thereof in accordance with the provisions of the Asset Purchase Agreement.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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 at law, 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, (including statutory, deemed and constructive 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, 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. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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 amount borrowed by it pursuant to this Order.

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

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/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 '<http://www.insolvencies.deloitte.ca>'.

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

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than two (2) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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

JUL 24 2018

PER / PAR: 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Ingenious Packaging Group ULC (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 20__ (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself and its counsel out of such Property in respect of their 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 _____, 20__.

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

Per: _____

Name:

Title:

IN THE MATTER OF AN APPLICATION PURSUANT TO 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

BANK OF MONTREAL - and - **INGENIOUS PACKAGING GROUP ULC**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDINGS COMMENCED AT TORONTO

ORDER
(Appointing Receiver)

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3
Tel: (416) 367-6000
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Evita Ferreira – LSO No. 69967K
Tel: (416) 367-6708
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Lawyers for the Applicant

C

Court File Number: CY-18-601960-0001

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Bank of Montreal

Plaintiff(s)

AND

Ingenious Packaging Group ULC

Defendant(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:
(see attached)		

- Order Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
- Adjourned to: _____
- Time Table approved (as follows):

BMO's application and the proposed Receiver Deloitte's motion both appear before the court today.

All of the parties attending today consent to the Order Appointing a Receiver and subsequent Approval and Vesting Order.

I have reviewed the two Orders and they shall go as per

24 July 18

Date

[Signature]

Judge's Signature

Additional Pages 4

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

the drafted Pled and signed.

This matter has been a fast moving one.

The Resp. is in default and its financial situation continues to deteriorate. It can no longer afford to operate its business.

Since March 2018 the Resp and its advisor Mesirou began to address the Resp's significant challenges and implement a transaction to maximize value.

I am satisfied that the sales process has been properly conducted with the assistance of Mesirou, a capable financial advisor.

The highest and best price has been obtained. The Resp's landlord is onside. Employees ^{will} ~~have~~ been offered ongoing employment, with only two

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

leaving the company. As noted all participating parties consent. This included all known creditors, ~~with~~^{with} with the exception of CRA who did not participate today.

The purchase has assumed existing contracts. Permitted encumbrances have been dealt with and no objections have been raised.

In these circumstances I am satisfied that there is no need to run ^{in further} a sales process.

In addition to meeting the Sound Air principles, I accept the submission of Counsel for BMO and Deloitte that this case is analogous to the recent Court decision of the Commercial List in Ellewe Acquisitions Ltd, 2013 ONSC 7009 and Tool-Plus, 2008

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

CarswellOut 6258.

Both cases dealt with "quick flip" transactions such as this case.

I accept that here, like those cases, an immediate sale is the only realistic way to provide maximum recovery for BMO. The filed record establishes that further delays will almost certainly erode the realization of the security.

Continued delay only puts in jeopardy the continued operation of the Resp.

In any event, the transaction meets with approval of the major attending stakeholders and benefits the other affected persons referred to above.

The proposed transaction is also

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

preferable to any of the other
available options.

The other ancillary terms of
the orders sought are also
reasonable.

As noted, the order shall
include a sealing order.

[Signature]

D

Court File No. CV-18-601960-00CL

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

THE HONOURABLE)	TUESDAY, THE 24 TH
)	
JUSTICE MCEWEN)	DAY OF JULY, 2018



BETWEEN:

BANK OF MONTREAL

Applicant

- and -

INGENIOUS PACKAGING GROUP ULC

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO 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**

APPROVAL AND VESTING ORDER

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Ingenious Packaging Group ULC (the “**Debtor**”) for an order (i) approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Debtor, the Receiver and Ingenious Packaging, Inc. (the “**Purchaser**”) dated July 20, 2018, a redacted copy of which is appended as Exhibit “B” to the affidavit of Michael Silverman sworn July 20, 2018 (the “**Silverman Affidavit**”) and an unredacted copy of which is appended to the Confidential Supplement (the “**Confidential**

Supplement") to the Pre-Filing Report of the Receiver dated July 23, 2018 (the "**Pre-Filing Report**"), (ii) authorizing and directing the Receiver to execute the Asset Purchase Agreement and to implement the Transaction in accordance with the terms of the Asset Purchase Agreement and this Order, including, without limitation, the distributions contemplated thereby, and (iii) vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Asset Purchase Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Confidential Supplement, the Pre-Filing Report, the affidavit of Jack Kane sworn July 20, 2018 and the Silverman Affidavit and on hearing the submissions of counsel for the Receiver, Bank of Montreal, the Debtor and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that any defined terms used herein, unless otherwise defined in this Order, shall have the meanings ascribed to them in the Asset Purchase Agreement.
3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and that the Receiver is hereby authorized and directed to execute the Asset Purchase Agreement, with such minor amendments as the Receiver may deem necessary or desirable, and to complete the Transaction in accordance with the terms of the Asset Purchase Agreement and this Order, including, without limitation, the distributions contemplated thereby. The Receiver and the Debtor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
4. **THIS COURT ORDERS** that the Receiver, in accordance with the terms of the Asset Purchase Agreement, is hereby authorized and empowered to act as escrow agent (in such capacity, the "**Escrow Agent**") for the purposes of holding the Adjustment Escrow Amount deposited by the Purchaser in immediately available funds with the Escrow Agent to secure any

obligation of the Debtor due to an adjustment of the Purchase Price and to perform its obligations under the Escrow Agreement. The Receiver shall have no liability as Escrow Agent or in connection with the Escrow Agreement except for any liability arising from its gross negligence or wilful misconduct.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Asset Purchase Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated July 24, 2018; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia), or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**"), with the exception of those charges, security interests or claims evidenced by the registrations pursuant to the *Personal Property Security Act* (Ontario) and the *Personal Property Security Act* (British Columbia) set out in Schedule B hereto (the "**Permitted Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, except for the Permitted Encumbrances, are hereby expunged and discharged as against the Purchased Assets.

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

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

8. **THIS COURT ORDERS** that (a) immediately upon the Closing of the Transaction, the Receiver or the Debtor are hereby authorized and permitted to execute and file articles of amendment or such other documents or instruments as may be required to change the legal name of the Debtor in accordance with the Asset Purchase Agreement, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective and shall be accepted by the registrar (as defined in the *Business Corporations Act* (British Columbia)) or other official without the requirement (if any) of obtaining director, shareholder or other approval pursuant to any federal or provincial legislation; and (b) upon the official change of the legal name of the Debtor, the name of the Debtor in the within title of proceedings shall be deleted and replaced with the new legal name of the Debtor, and any document filed thereafter in these proceedings (other than the Receiver's Certificate) shall be filed using such revised title of proceedings.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

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

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

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


11. **THIS COURT ORDERS** that the Confidential Supplement, including all appendices thereto, be and is hereby sealed and its contents shall not form part of the public record until the Closing of the Transaction, or upon further order of this Court.

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



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

JUL 24 2018

PER / PAR: 

Schedule A – Form of Receiver’s Certificate

Court File No. CV-18-601960-00CL

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

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

INGENIOUS PACKAGING GROUP ULC

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO 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**

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice [Commercial List] (the “**Court**”) dated July 24, 2018, Deloitte Restructuring Inc. was appointed as receiver (the “**Receiver**”) of the undertaking, property and assets of Ingenious Packaging Group ULC (the “**Debtor**”).

B. Pursuant to an Order of the Court dated July 24, 2018, the Court approved the asset purchase agreement made as of July 20, 2018 (the “**Asset Purchase Agreement**”) between the Receiver, the Debtor and Ingenious Packaging, Inc. (the “**Purchaser**”) and provided for the

vesting in the Purchaser of the Debtor's right, title and interest in and to the assets described in the Asset Purchase Agreement (the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 14 and 15 of the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction with the Purchaser has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to Closing as set out in sections 14 and 15 of the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction with the Purchaser has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Deloitte Restructuring Inc., in its capacity as
court-appointed receiver of Ingenious
Packaging Group ULC and not in its personal
or corporate capacity**

Per: _____

Name:

Title:

Schedule B – Permitted Encumbrances

Personal Property Security Act (Ontario)

	<u>Debtor</u>	<u>Secured Party(ies)</u>	<u>File No. / Registration No.</u>	<u>Date/ Expiry Date</u>	<u>Collateral Classification</u>	<u>Collateral Description</u>
1.	TAPP LABEL	Fujifilm Canada Inc.	737460567 / 20180321 1407 1462 5212	March 21, 2018/ March 21, 2023 (5 years)	Equipment	Equipment: FLH85Z Plate Processor S/N 94199-0649 Fuji Asset# 501027, Chiller S/N 111289011 Fuji Asset# 501028
2.	TAPP LABEL LTD.	E.I Dupont Canada Company	710013645 / 20150916 1947 1531 2598	September 16, 2015 / September 16, 2025 (10 years)	Equipment	Equipment: Cyrel (R) Fast TD1000 Flexographic Plate Making System Serial # TD1180529

Personal Property Security Act (British Columbia)

	<u>Secured Party(ies)</u>	<u>Debtor(s)</u>	<u>Registration Number (Registration Period)</u>	<u>General Collateral Description</u>
1.	E.I. Dupont Canada Company	Tapp Label Technologies Inc.	Regn No.: 523930G Regn Date: January 3, 2012 Expiry Date: January 3, 2022	<u>General Collateral:</u> E.I. Dupont Canada Company have loaned (1) Cyrel Fast TD1000 thermal processor, serial number TD1180604, to Tapp Label Technologies Inc. under a bailment arrangement. Tapp Label Technologies Inc. does not have any right, interest or title to the equipment. The equipment is the property of E.I. Dupont Canada Company.
2.	E.I. Dupont Canada Company	Tapp Label Company, LLC (Tapp Label – Vancouver North)	Regn No.: 718745I Regn Date: July 13, 2015 Expiry Date: July 13, 2025	<u>General Collateral:</u> Cyrel (R) Fast TD1000 flexographic plate making system – serial number TD1180758 Value: \$125,000 USD

APPLICATION PURSUANT TO 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

Court File No.: CV-18-601960-00CL

BANK OF MONTREAL
Applicant

- and - **INGENIOUS PACKAGING GROUP ULC**
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

GOODMANS LLP
Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Brendan O'Neill LSO#: 43331J
boneill@goodmans.ca

Bradley Wiffen LSO#: 64279L
bwiffen@goodmans.ca

Andrew Harmes LSO#: 73321A
aharmes@goodmans.ca

Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for Deloitte Restructuring Inc., in its capacity
as Court-appointed Receiver

E

Date and Time: August 1, 2018 11:53 AM Pacific Time


**BC Registry
Services**

 Mailing Address:
 PO Box 9431 Stn Prov Govt
 Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

 Location:
 2nd Floor - 940 Blanshard Street
 Victoria BC
 1 877 526-1526

Notice of Alteration For a BC Unlimited Liability Company

*FORM 11U
BUSINESS CORPORATIONS ACT
Sections 257 and 51.11*

Filed Date and Time: **August 1, 2018 11:52 AM Pacific Time**

Alteration Date and Time: **Notice of Articles Altered on August 1, 2018 11:52 AM Pacific Time**

NOTICE OF ALTERATION

Incorporation Number:

C1100225

Name of Company:

INGENIOUS PACKAGING GROUP ULC

Name Reservation Number:

N/A

Name Reserved:

The company is to change its name to a name created by adding "B.C. Unlimited Liability Company" after the incorporation number.

ALTERATION EFFECTIVE DATE:

The alteration is to take effect at the time that this application is filed with the Registrar.

CHANGE OF NAME OF COMPANY

From:

INGENIOUS PACKAGING GROUP ULC

To:

1100225 B.C. UNLIMITED LIABILITY COMPANY

F



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy CanadaBureau du surintendant
des faillites Canada

District of: ONTARIO
 Division No.: 09 - Toronto
 Court No.: 31-458518
 Estate No.: 31-458518

In the Matter of the Bankruptcy of:
 1100225 B.C. UNLIMITED LIABILITY COMPANY
 Debtor

DELOITTE RESTRUCTURING INC/RESTRUCTURATION DELOITTE INC
 Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Security: \$0

Date and time of bankruptcy: August 2, 2018, 16:00
 Date of trustee appointment: August 2, 2018
 Meeting of creditors: August 21, 2018, 10:00
 8 ADELAIDE STREET WEST, SUITE 200
 TORONTO, ONTARIO

Chair: Trustee

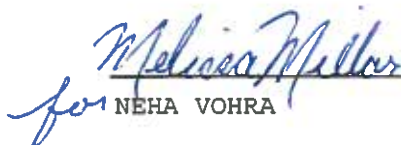
CERTIFICATE OF APPOINTMENT Section 49 of the Act: Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned debtor filed an assignment under section 49 of the Bankruptcy and Insolvency Act;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.


 for NEHA VOHRA

Official Receiver

151 Yonge Street, 4th Floor, Toronto, ONTARIO, M5C 2W7, 877/376-9902

Canada

G

**In the Matter of the Receivership of
1100225 B.C. Unlimited Liability Company
(formerly Ingenious Packaging Group ULC)
Statement of Receipts and Disbursements
For the period July 24, 2018 to April 28, 2021**

	Canadian \$ Account	US \$ Account
Receipts		
Net proceeds from the sale transaction	\$ -	\$ 20,660,789
Cash on hand	349,889	77,991
Other collections	-	23,412
Interest	1,720	60,856
Transfers between Receivership trust accounts	521,418	(402,900)
HST refunds	69,065	-
Total receipts	\$ 942,092	\$ 20,420,148
Disbursements		
Employee payments due on closing	\$ 43,270	\$ 433,906
Other payments pursuant to Court-approved Sale Agreement	341,350	1,888,204
Receiver's fees	259,611	-
Receiver's legal fees	184,742	-
Other disbursements	2,724	365
Filing fee paid to Official Receiver	70	-
HST paid	97,425	-
Total disbursements	\$ 929,192	\$ 2,322,475
Distributions to Secured Lender	\$ -	\$ 17,965,741
Ending cash balance	\$ 12,900	\$ 131,932

II

Court File No. CV-18-601960-00CL

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

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**1100225 B.C. UNLIMITED LIABILITY COMPANY
(formerly INGENIOUS PACKAGING GROUP ULC)**

Respondent

**AFFIDAVIT OF STEFANO DAMIANI
(Sworn April 28, 2021)**

I, **STEFANO DAMIANI**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Chartered Professional Accountant, Chartered Insolvency and Restructuring Professional qualified to practice in the Province of Ontario, and am a Senior Vice-President of Deloitte Restructuring Inc. ("**Deloitte**"), the Court-appointed receiver (the "**Receiver**") of 1100225 B.C. Unlimited Liability Company (formerly Ingenious Packaging Group ULC) (the "**Debtor**"). Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Attached hereto as **Exhibit "A"** is a schedule summarizing each invoice in **Exhibit "B"**, the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

3. Attached hereto as **Exhibit “B”** are true copies of the invoices for fees and disbursements incurred by Deloitte in the course of the Receiver’s administration for the period July 24, 2018 to April 21, 2021.

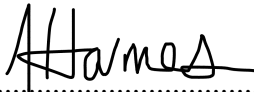
4. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services, and are comparable to the hourly rates charged by Deloitte for services rendered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

5. The estimated fees of the Receiver for future discharge activities and to complete its involvement in this matter are approximately \$20,000 before disbursements and applicable taxes.

6. All dollar amounts contained in this affidavit are expressed in Canadian dollars

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

SWORN BEFORE ME)
)
over video conference this)
28th day of April, 2021 in accordance)
with Ontario Reg.431/20.)
The affiant was located in Toronto,)
in the Province of Ontario, while the)
Commissioner, Andrew Harmes,)
was located in Halifax,)
in the Province of Nova Scotia.)


.....

A commissioner for taking oaths, affidavits, etc.



Stefano Damiani

EXHIBIT “A”

This is the Exhibit marked “A”
referred to in the Affidavit of Stefano Damiani,
sworn before me this 28th day of April, 2021.

A handwritten signature in black ink, appearing to read "A. Thomas". The signature is written in a cursive style with a large initial "A" and a long horizontal stroke at the end.

A Commissioner for Taking Affidavits

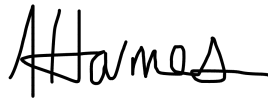
EXHIBIT “A”

**Calculation of Average Hourly Billing Rates of
Deloitte Restructuring Inc.
for the period July 24, 2018 to April 21, 2021**

Invoice Date	Fees	Other Disbursements	HST	Total Invoice Amount	Hours	Average Hourly Fee Rate
August 30, 2018	\$ 112,970.00	\$ 478.32	\$ 14,748.28	\$ 128,196.60	203.9	\$ 554.05
March 4, 2019	\$ 92,902.50	\$ 182.68	\$ 12,101.07	\$ 105,186.25	214.6	\$ 432.91
April 26, 2021	\$ 53,077.50	\$ -	\$ 6,900.08	\$ 59,977.58	89.7	\$ 591.72
Total	\$ 258,950.00	\$ 661.00	\$ 33,749.43	\$ 293,360.43	508.2	\$ 509.54

EXHIBIT "B"

This is the Exhibit marked "B"
referred to in the Affidavit of Stefano Damiani,
sworn before me this 28th day of April, 2021.

A handwritten signature in black ink, appearing to read "Attamas", written over a horizontal line.

A Commissioner for Taking Affidavits


Invoice 8000218132
Deloitte Restructuring Inc.

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

Bank of Montreal
c/o Deloitte Restructuring Inc., Court-appointed Receiver
8 Adelaide St. W., Suite 200
Toronto ON M5H 0A9
Canada

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

Date: August 30, 2018
Client No.: 1145847
WBS#: BLG00003
Engagement Partner: Philip Reynolds

HST Registration: 12289 3605

For professional services rendered
Fees

For services rendered by Deloitte Restructuring Inc. as Court appointed Receiver of Ingenious Packaging Group ULC for the period July 24, 2018 to August 12, 2018.

Please see the attached appendices for details.

HST applicable	112,970.00
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Expense

Out-of-Pocket Expenses

HST applicable	478.32
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Sales Tax

*HST at 13.00%	14,748.28
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Total Amount Due (CAD)	128,196.60
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Appendix #1

Summary of Fees				
Professional	Position	Hours	Rate	Amount
Reynolds, Philip	Senior Vice-President	57.4	\$750	\$ 43,050.00
Damiani, Stefano	Vice-President	86.3	\$625	53,937.50
Koroneos, Anna	Vice-President	3.9	\$625	2,437.50
Chu, Jonathan	Senior Consultant	23.7	\$300	7,110.00
Gaspar, Dana	Senior Consultant	2.8	\$300	840.00
Greenbaum, Stacey	Senior Consultant	7.5	\$300	2,250.00
Brown, Rose	Trust Administrator	22.3	\$150	3,345.00
Total professional hours and fees		<u>203.9</u>		\$ 112,970.00
<u>Out-of-Pocket-Expenses</u>				
	Printing and mailing	\$	326.90	
	Ground transportation		151.42	478.32
				\$ 113,448.32
			HST @ 13%	14,748.28
Amount Payable (CAD)				\$ 128,196.60



Appendix #2

Date	Professional	Description	Hours
7/24/2018	Brown, Rose	Trust Banking - Prepare documents and letters to open CAD & USD trust accounts; obtain wire instructions; prepare receivership website; creditor listing for statutory notice.	2.0
7/24/2018	Damiani, Stefano	On-site attendance at the Ingenious head office and plant premises; meetings with B. Metzger of Silverman Consulting, S. MacLean (Controller), and T. Blair (RLG CFO); meeting with Plant Manager; review of Court materials and Orders, attend at Court hearing; various emails; receivership planning; review cash summary details and e-mails on same; instructions to Trust Administrator; correspondence with P. Reynolds; instructions to team; review daily cash activity report.	9.6
7/24/2018	Greenbaum, Stacey	On-site attendance at Ingenious' premises; meeting with finance team.	3.0
7/24/2018	Reynolds, Philip	Prepare and attend at Court; discussions with legal counsel; correspondence with S. Damiani on immediate receivership matters.	6.1
7/25/2018	Brown, Rose	Estate Administration - File Court Order with the Office of the Superintendent of Bankruptcy; confirm wire instruction with law firm.	0.5
7/25/2018	Damiani, Stefano	Telephone and email correspondence with K. Van Kampen of the insurance broker; calls with B. Metzger of Silverman Consulting on cash controls, working capital adjustment, funds flow; numerous emails with S. MacLean (Controller); discussion with Goodmans re closing matters; banking matters with Silverman Consulting; trade name change matters; instructions to Ingenious IT Director re preservation of data; conference call with Controller and Silverman Consulting; inventory count matters; review initial draft closing chart; review daily cash reporting from B. Metzger.	8.1
7/25/2018	Koroneos, Anna	Telephone conference call with S. Damiani and the Company's finance team to discuss information required regarding creditors, prepaids, uncashed cheques and auto withdrawals.	0.6
7/25/2018	Reynolds, Philip	Net working capital adjustment matters; various emails and telephone calls.	4.5
7/26/2018	Brown, Rose	Estate Administration - Prepare creditor list for importing into Ascend estate account; review forms and revise wire instruction sheets; incoming wire from Goodmans trust account; update website with text and documents.	3.6
7/26/2018	Damiani, Stefano	Telephone call with M. Boslinger of Dechert LLP; calls and emails with B. Metzger of Silverman Consulting; conference call with Goodmans re closing agenda; conference call with BMO and Ingenious, draft procedures to closing; group call with Silverman, Mesriow, RLG, and legal advisors re next steps and closing matters; conference call with S. MacLean (Controller) and B. Metzger re cash, payroll, employee acceptances, supplier payment; e-mail to BMO; creditor listing matters; review soft-close waterfall calculation and call with B. Metzger on same; e-mails and call with B. Wiffen of Goodmans re closing matters; e-mails with A. Rollins of RLG re employees; review daily cash report.	7.1
7/26/2018	Koroneos, Anna	Review and respond to emails on statutory documents.	0.3
7/26/2018	Reynolds, Philip	Transaction matters; numerous calls and e-mails; correspondence with S. Damiani.	5.5
7/27/2018	Chu, Jonathan	Review of Net Working Capital file and commence comparison to Asset Purchase Agreement.	2.5
7/27/2018	Damiani, Stefano	Conference call with Silverman Consulting on Net Working Capital calculation; conference call with K. Esaw of Stikemans re working capital and related matters; review further amended NWC calculation and waterfall; conference call with RLG and counsel for closing matters; emails and calls with BMO re bank account transition and status of working capital adjustments; attend NWC group call; e-mails with A. Rollins of RLG re employee acceptances; various emails with Goodmans and P. Reynolds.	8.2
7/27/2018	Koroneos, Anna	Correspondence with McMillan and S. Damiani; update information in Ascend.	3.0
7/27/2018	Reynolds, Philip	Waterfall calculation and Net Working Capital matters; correspondence with counsel and team.	5.5

Date	Professional	Description	Hours
7/28/2018	Chu, Jonathan	Review of NWC calculations per B. Metzger's updated schedule; waterfall comparison analysis.	6.5
7/28/2018	Damiani, Stefano	Calls and emails with B. Metzger (Silverman Consulting) on NWC and adjustments; review of analysis prepared by J. Chu on NWC and waterfall, instructions on same; review of amended closing checklists and execution pages, emails with Decherts and Goodmans on same; correspondence with P. Reynolds; conference call with Goodmans on closing matters; HST election form; distribute Negative NWC summary to the Purchaser; execute closing documents; inventory count instructions to S. Greenbaum.	7.8
7/28/2018	Reynolds, Philip	Net Working Capital calculation; transaction matters; numerous calls and e-mails; correspondence with S. Damiani.	6.0
7/29/2018	Damiani, Stefano	Conference call with BMO and BLG; call with Goodmans; e-mails with B. Metzger of Silverman; review proposed wire payments due on closing; e-mails with E. Pedroni of RLG re payroll escrow - emails with Goodmans on same; correspondence with Decherts and Goodmans; e-mails with S. Greenbaum re inventory count.	1.9
7/29/2018	Greenbaum, Stacey	On-site attendance at Ingenious plant; inventory count and related documentation.	4.5
7/29/2018	Reynolds, Philip	Detailed review of net working capital and waterfall; emails with team.	7.5
7/30/2018	Brown, Rose	Trust banking inquiries.	0.3
7/30/2018	Chu, Jonathan	Review supporting documentation for funds flow.	1.5
7/30/2018	Damiani, Stefano	Review amended escrow agreement; emails with A. Harmes of Goodmans, execution materials; review updated cash report; call with P. Reynolds; calls and emails with B. Metzger (Silverman Consulting), S. MacLean (Controller) and A. Schmidt (BMO) re closing cash; amend and prepare flow of funds document, discussion with BMO on same; review amended payroll escrow agreement; conference call with Decherts, RLG and Silverman re final closing matters; telephone and email correspondence with A. MacFarlane of BLG; call and emails with M. Boslinger of Decherts; emails and call with B. Wiffen of Goodmans; emails with McMillan and review of related materials.	9.6
7/30/2018	Reynolds, Philip	Various calls and e-mails; closing preparation matters.	4.8
7/31/2018	Brown, Rose	Trust Banking Administration; correspondence with bank and S. Damiani.	2.5
7/31/2018	Damiani, Stefano	E-mails with Decherts, Goodmans and RLG; call with B. Wiffen of Goodmans re Funds Flow and closing date; call with S. MacLean (Controller); draft correspondence with RLG; various e-mails and calls re proceeds.	5.0
7/31/2018	Reynolds, Philip	Various calls and e-mails; discussion with S. Damiani on closing status.	4.0
8/1/2018	Brown, Rose	Trust Banking Administration.	1.1
8/1/2018	Chu, Jonathan	Review funds flow schedule and supporting documentation.	2.0
8/1/2018	Damiani, Stefano	Telephone and emails with S. MacLean (Controller) re payroll matter; review and execute amendment to APA, call with B. Wiffen of Goodmans on same; drafting of the Notice and Statement of the Receiver; Banking matters; e-mails with McMillan; call with E. Pedroni of RLG; correspondence with BMO and BLG; e-mails with Decherts on amendment; respond to queries.	2.5
8/1/2018	Reynolds, Philip	Various calls and e-mails; correspondence with S. Damiani.	4.5
8/2/2018	Brown, Rose	Trust Banking and Estate Administration - Deposit; creditor mailing for Notice and Statement of the Receiver; prepare Affidavit of mailing.	3.0
8/2/2018	Chu, Jonathan	Review transferrable employee schedules; draft email to Rose; validate supporting documents for wiring.	2.0
8/2/2018	Damiani, Stefano	Amend and finalize the Notice and Statement of the Receiver; discussion with the Office of the Superintendent of Bankruptcy; instructions to R. Brown on same; e-mails with K. Esaw of Stikemans re supplier communications; calls and e-mails with B. Wiffen of Goodmans; banking matters with R. Brown; review insurance policy; e-mails with Insurance Broker re closing of transaction; call and emails with S. MacLean (Controller) re payroll, general ledger, sales; e-mails to A. MacFarlane and C. Mason of BLG; funds flow matters; call and email with A. Rollins of RLG re acceptances and Transferred Employees.	6.5
8/2/2018	Reynolds, Philip	Funds flow matters; various emails and calls.	4.0

Date	Professional	Description	Hours
8/3/2018	Chu, Jonathan	Review funds flow document; draft email to Rose re: summary of Wire.	2.0
8/3/2018	Damiani, Stefano	Review payroll, call with B. Metzger of Silverman Consulting on same; funds flow; call and e-mails with S. MacLean (Controller) re payroll; e-mail to A. Rollins (RLG); meeting with J. Chu re wire payments.	2.8
8/3/2018	Reynolds, Philip	Update on Funds Flow and file status; correspondence with team.	2.5
8/7/2018	Brown, Rose	Trust Banking Administration - Review and print account online; prepare wires and fax to BMO; several calls to BMO to confirm receipt and confirmation inquiries; review bank account online; update receivership website.	4.5
8/7/2018	Chu, Jonathan	Funds Flow update, review, and print-out; draft Wiring emails to R Brown; request for information from B Metzger; request for updated WIP amount from Cecilia; update WIP model.	3.0
8/7/2018	Damiani, Stefano	Review of payroll registers for Canadian and US employees, special payments; calls and e-mails with S. MacLean (Controller); e-mails and calls with B. Metzger of Silverman Consulting; distribution and wire matters with R. Brown; call with A. Nikolic of Morgan Stanley re funds; meeting with P. Reynolds; call with G. Moffat (Payroll Coordinator) and M. King (Ceridian) re payroll transmission; respond to creditor inquiries; review email of A. Rollins (RLG); e-mail to BMO.	6.8
8/7/2018	Gaspar, Dana	Call with S. Damiani discuss file background and assigned tasks; review payroll documents ahead of call; call with Ingenious HR employee re payroll; prepare instructions for R. Brown re required funds transfer.	1.5
8/7/2018	Reynolds, Philip	Review distributions and funds flow; e-mails.	2.5
8/8/2018	Brown, Rose	Trust Banking Administration and update Ascend general ledger; bank reports for S. Damiani; update receivership webpage.	2.0
8/8/2018	Chu, Jonathan	Payroll register review; funds flow schedule update and review; emails to S MacLean.	4.0
8/8/2018	Damiani, Stefano	Emails and calls with S. MacLean (Controller) re payroll; attend conference call with BMO on Funds Flow; review payroll, emails with Decherts and Goodmans on same; execute Escrow direction form for payroll; instructions to D. Gaspar re T4's and Records of Employment; call with McMillan re Escrow; amend Funds Flow; estate banking matters.	4.7
8/9/2018	Brown, Rose	Trust Banking Administration.	1.0
8/9/2018	Damiani, Stefano	Ceridian payroll matters with S. MacLean (Controller); calls with J. Urbates and BMO Team; e-mails with S. MacLean re vendors; update Funds Flow; review APA; banking matters; call with B. Wiffen of Goodmans.	2.9
8/9/2018	Gaspar, Dana	Telephone call with G. Moffat (HR Manager) re T4's, Records of Employment, benefits account and next steps.	0.5
8/10/2018	Brown, Rose	Trust Banking Administration; updated banking reports to S. Damiani.	1.8
8/10/2018	Chu, Jonathan	Review banking reports.	0.2
8/10/2018	Damiani, Stefano	Banking matters; first interim distribution to BMO; emails with S. MacLean and G. Moffatt re payroll; instructions to D. Gaspar re T4's and Records of Employment; respond to creditor inquiries; correspondence with J. Urbates and S. Petti of BMO.	2.8
8/10/2018	Gaspar, Dana	Address inquiries of G. Moffat (HR Manager) re T4 and ROE requirements; call with Ceridian to discuss W2s.	0.8
Total			203.9


Invoice 8000444509
Deloitte Restructuring Inc.

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

Bank of Montreal c/o Deloitte Restructuring Inc.,
Court-appointed Receiver
8 Adelaide St. W., Suite 200
Toronto ON M5H 0A9
Canada

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

Date: March 04, 2019
Client No.: 1145847
WBS#: BLG00003
Engagement Partner: Philip Reynolds

HST Registration: 122893605RT0001

For professional services rendered
Fees

For services rendered by Deloitte Restructuring Inc. as Court appointed Receiver of Ingenious Packaging Group ULC for the period August 13, 2018 to February 1, 2019.

Please see attached appendices for details.

HST applicable	92,902.50
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Expense

Out-of-pocket Expenses

HST applicable	182.68
----------------	--------

Sales Tax

HST at 13.00%	<u>12,101.07</u>
---------------	------------------

Total Amount Due (CAD)	<u>105,186.25</u>
-------------------------------	--------------------------



Appendix #1

Name	Level	Hours	Rate	Amount
Philip Reynolds	Senior Vice-President	19.2	\$750	\$ 14,400.00
Stefano Damiani	Vice-President	57.8	\$625	36,125.00
Paul Smachylo	Senior Manager, Transaction Services	5.5	\$625	3,437.50
Jonathan Chu	Senior Consultant	113.6	\$300	34,080.00
Dana Gaspar	Senior Consultant	13.9	\$300	4,170.00
Rose Brown	Trust Administrator	4.6	\$150	690.00
Total professional hours and fees		214.6		\$ 92,902.50
Out-of-Pocket-Expenses				
Ground transportation				\$ 182.68
				\$ 93,085.18
HST @ 13%				12,101.07
Total Amount Due (CAD)				\$ 105,186.25



Appendix #2

Date	Professional	Description	Hours
8/13/2018	Brown, Rose	Trust Banking Administration - Disbursement cheque and input wires.	0.3
8/13/2018	Damiani, Stefano	Respond to various creditor inquiries re Notice and Statement of Receiver; call with D. Gaspar on status of Ceridian closing matters for Canadian and US invoices, T4's, Records of Employment (ROE's); e-mail to S. MacLean (Controller) re GST returns, financial information, utilities, payables.	2.0
8/13/2018	Gaspar, Dana	Address inquiries from G. Moffatt (Payroll Manager) re final employee T4's and ROE's.	0.5
8/13/2018	Reynolds, Philip	Various calls and emails; discussion and correspondence with S. Damiani on post-closing matters and administration.	4.7
8/14/2018	Damiani, Stefano	Conference call with S. MacLean (Controller) re financial reporting, banking, receivership matters, employees; e-mails with A. MacFarlane of BLG; respond to various creditor inquiries; call with S. MacLean re creditors and utilities; e-mails with J. Hussain (Accounts Payable) re utilities; instructions to J. Chu.	2.4
8/14/2018	Gaspar, Dana	Telephone call with G. Moffatt (Payroll Manager); telephone call with Ingenious staff and Receiver team to discuss outstanding matters and next steps.	0.5
8/15/2018	Damiani, Stefano	Emails with J. Hussain (Accounts Payable) and S. MacLean (Controller) re utilities; call with A. MacFarlane of BMO; prepare and attend call with BMO and BLG; e-mails with D. Gaspar; review BMO summary and respond to E. Garvey; meeting with J. Chu; update on T4's and ROEs.	3.0
8/16/2018	Chu, Jonathan	Review historical bank transaction data and other information required for HST matters.	1.5
8/16/2018	Damiani, Stefano	Various e-mails with S. MacLean (Controller) and D. Gaspar; review statement of account; e-mails with BMO and BLG.	2.4
8/16/2018	Gaspar, Dana	Correspondence with Ingenious service providers re Receivership status and request to transfer accounts to purchaser / new entity.	2.0
8/17/2018	Damiani, Stefano	Telephone calls and e-mails with A. MacFarlane of BLG; e-mails with J. Urbates of BMO; review file matters.	1.3
8/20/2018	Brown, Rose	Trust Banking Administration - Online banking; review and prepare reports; generate estate general ledger reports from Ascend and send reports to J. Chu.	0.4
8/20/2018	Damiani, Stefano	Call and emails with B. Wiffen of Goodmans; review bank activity report and estate general ledger reports; correspondence with A. MacFarlane of BLG; emails with J. Urbates of BMO; respond to queries from interested parties; e-mail to G. Moffatt (Payroll Manager) re transferred employee; report matters re receivership; update on utilities.	2.7
8/20/2018	Gaspar, Dana	Follow up with Ceridian re status of employee forms and quarterly reports; follow up with G. Moffatt (Payroll Manager) re T4's and ROE's.	1.5
8/21/2018	Damiani, Stefano	E-mails with D. Gaspar; e-mail of S. MacLean (Controller) re Enbridge account; review WSIB letter, instructions to D. Gaspar on same.	0.4

Date	Professional	Description	Hours
8/21/2018	Gaspar, Dana	Attend to vendor inquiries re payments and status of accounts; employee matters.	1.6
8/23/2018	Damiani, Stefano	Respond to supplier calls; employee matters with D. Gaspar; WSIB correspondence.	0.5
8/24/2018	Gaspar, Dana	Discuss WSIB with G. Moffatt (Payroll Manager); respond to WSIB; respond to S. Damiani re same.	1.0
8/27/2018	Chu, Jonathan	Compilation of information for HST matters.	2.6
8/27/2018	Damiani, Stefano	Telephone call with WSIB regarding confirmation of account closure/opening; inquiry from creditor.	0.4
8/28/2018	Chu, Jonathan	Amend CRA Business Consent Form RC 59; draft letter package to CRA; review HST information.	1.5
8/29/2018	Damiani, Stefano	Emails with A. Schmidt of BMO re lock box matters, and correspondence with S. MacLean (Controller) on same; e-mails re Enbridge account.	0.3
8/29/2018	Gaspar, Dana	Telephone call with L. Miller re Ingenious employee benefits matters; respond to several emails re termination of same.	1.5
8/30/2018	Brown, Rose	Trust Banking Administration - Disbursement cheques.	1.0
8/30/2018	Chu, Jonathan	Review financial information re tax filings.	1.0
8/30/2018	Damiani, Stefano	Respond to supplier inquiries; reporting email to J. Urbates of BMO.	0.8
8/31/2018	Chu, Jonathan	Telephone call with vendor (ULINE); correspondence / calls with Company re bank statements and financial information.	1.0
8/31/2018	Damiani, Stefano	E-mails with S. MacLean (Controller) and A. Schmidt (BMO) re account access; follow-up on Records of Employment and T4's.	0.6
9/4/2018	Brown, Rose	Banking Administration - Set up receipt, disbursement and reconciliation folders; update estate website with documents.	1.1
9/4/2018	Chu, Jonathan	Email to S. MacLean (Controller) re bank account records; compilation of financial information; instructions to R. Brown.	1.0
9/4/2018	Damiani, Stefano	Review letter from Intact re insurance, e-mail correspondence with D. Pequegnat of the Insurance Broker on same; discussion with J. Chu re banking matters; telephone calls with creditors.	1.1
9/5/2018	Chu, Jonathan	Correspondence with S. MacLean (Controller) re bank statements.	0.2
9/5/2018	Damiani, Stefano	Correspondence with creditors; review of banking information provided by S. MacLean (Controller).	0.8
9/6/2018	Damiani, Stefano	E-mails with S. MacLean (Controller) and review of additional banking records; e-mails with A. Schmidt (BMO); e-mails with D. Gaspar re Ceridian status.	1.2
9/7/2018	Gaspar, Dana	Follow-up with Ceridian agents re status of T4's, W2's and quarterly reports; discuss same with G. Moffatt (Payroll Manager); employee administration matters.	2.5
9/10/2018	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.2
9/10/2018	Damiani, Stefano	Review e-mail of S. MacLean (Controller); review APA.	0.6
9/14/2018	Chu, Jonathan	Review of Net Working Capital (NWC) schedule re refunds; correspondence with B. Metzger of the CRO; correspondence with S. Maclean (Controller).	1.0

Date	Professional	Description	Hours
9/14/2018	Damiani, Stefano	E-mails with Alliant re insurance refund; e-mails with S. MacLean (Controller) re collections, payroll matter; review net working capital calculation; instructions to J. Chu; e-mails with creditor (UPS).	0.8
9/19/2018	Damiani, Stefano	E-mails with D. Gaspar re employee matters; telephone call with J. Urbates of BMO re status of net working capital, reserves, next steps; e-mails with J. Hussein (Accounts Payable) and creditor re account matters.	0.6
9/21/2018	Gaspar, Dana	Telephone call with G. Moffatt (Payroll Manager); follow up with Ceridian re T4's.	1.0
9/24/2018	Chu, Jonathan	Update of RC59 package; amendments per S. Damiani comments; fax to CRA; correspondence with S. MacLean (Controller).	1.0
9/24/2018	Damiani, Stefano	Review letter package to CRA, instructions to J. Chu on same; e-mails and conference call with S. MacLean (Controller) re preliminary net working capital matters, status of final accounting.	0.7
9/25/2018	Damiani, Stefano	Instructions to J. Chu re deposits and CRA; e-mails with D. Gaspar on employee T4's and records of employment.	0.3
9/25/2018	Brown, Rose	Prepared bank reconciliation.	0.3
9/26/2018	Damiani, Stefano	Discussion with P. Reynolds on file status and plan to completion.	0.5
9/26/2018	Gaspar, Dana	Respond to G. Moffatt (Payroll Manager) inquiries re amount owing to WSIB; follow up re copies of T4's; several telephone calls with G. Moffatt (Payroll Manager); provide update to Receiver team re T4's and ROE's.	1.8
9/26/2018	Reynolds, Philip	Discussion and correspondence with S. Damiani.	0.5
9/27/2018	Brown, Rose	Trust Banking Administration - Deposit.	0.3
9/27/2018	Chu, Jonathan	Discuss Ingenious status update with S. Damiani; compile supporting documents for tax filings.	1.2
9/27/2018	Damiani, Stefano	Draft update on receivership matters; review collections and comments to R. Brown on same.	0.8
10/1/2018	Chu, Jonathan	Net Working Capital review and analysis.	2.0
10/2/2018	Chu, Jonathan	Draft letter to CRA to open new GST/HST account; compile supporting documents.	1.0
10/2/2018	Damiani, Stefano	CRA correspondence and review letter; review of Ingenious bank statements and instructions to J. Chu re outstanding information for cash and tax reporting.	1.1
10/3/2018	Chu, Jonathan	Review information for tax filings.	1.0
10/4/2018	Chu, Jonathan	Review of updated NWC information provided by S. MacLean (Controller); work with S. Damiani for status update; NWC analysis and prepare delta bridge; telephone calls with CRA re payroll audit.	4.5
10/5/2018	Damiani, Stefano	Review e-mails of S. MacLean (Controller) re amendments to July 30 closing balances, instructions to J. Chu on same; commence review of updated NWC; email to E. Garvey of BMO on status of distributions; CRA update and request status of payroll audit date.	0.7
10/9/2018	Chu, Jonathan	Telephone call with CRA re payroll audit; compile requested information; email to S. MacLean (Controller).	1.1
10/10/2018	Chu, Jonathan	Follow up call with CRA re Payroll audit; email to Ingenious to coordinate time for payroll audit.	1.0

Date	Professional	Description	Hours
10/11/2018	Chu, Jonathan	Call with CRA re payroll audit documentation; continued compilation of documents for CRA audit, call to HST auditor; email to S. Damiani.	1.6
10/11/2018	Damiani, Stefano	Emails with J. Chu re information for CRA payroll audit.	0.1
10/12/2018	Chu, Jonathan	Compilation of payroll audit documents.	1.3
10/16/2018	Chu, Jonathan	Review and compile bank statements and additional information for CRA review; funds flow update to account for actuals.	4.0
10/16/2018	Damiani, Stefano	Telephone call with G. Moffatt (Payroll Coordinator) re CRA payroll tax audit; meeting with J. Chu; review estate trust account, draft agenda and meeting with P. Reynolds; review APA section re NWC protocol.	0.8
10/16/2018	Reynolds, Philip	Update meeting with S. Damiani and J. Chu.	0.5
10/17/2018	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.2
10/17/2018	Chu, Jonathan	Data request compilation for supporting documentation for accounts receivable and accounts payable; correspondence with S. MacLean (Controller); telephone calls with CRA.	3.2
10/17/2018	Damiani, Stefano	Conference call with Goodmans and BLG; instructions to J. Chu on purchase invoices for HST audit and reporting purposes; draft email to P. Reynolds re post-closing matters.	1.1
10/17/2018	Reynolds, Philip	Correspondence with S. Damiani; conference call with Goodmans and BLG.	0.5
10/22/2018	Chu, Jonathan	Trust audit data request matters and email.	1.5
10/22/2018	Damiani, Stefano	Email correspondence with E. Pedroni of the Purchaser re post-closing matters; respond to creditor inquiry.	0.2
10/22/2018	Reynolds, Philip	Various calls and emails; post-closing matters.	0.5
10/23/2018	Chu, Jonathan	Telephone call with creditor.	0.2
10/26/2018	Damiani, Stefano	Preliminary review of the New Working Capital statement and purchaser letter, emails with T. Blair of RLG on same.	0.6
10/29/2018	Damiani, Stefano	Review preliminary variance reconciliation; instructions to J. Chu re NWC calculation.	0.9
10/30/2018	Chu, Jonathan	Re-calculation of NWC figures using Company trial balance.	3.5
10/30/2018	Damiani, Stefano	Conference call with respect to NWC procedures; draft detailed email to R. Malkani of Transaction Services on same; discussion with P. Reynolds.	1.2
10/30/2018	Reynolds, Philip	Review of Proposed Purchase Price and NWC calculations provided by the Purchaser; discussions with team.	0.5
10/31/2018	Chu, Jonathan	Draft and send email to S. MacLean (Controller) and G. Moffatt (Payroll Manager) re required payroll audit documentation; work with update to P. Reynolds with S. Damiani; compile information for tax audit.	1.5
10/31/2018	Damiani, Stefano	Telephone call with P. Reynolds re NWC dispute; e-mails with J. Urbates of BMO; conference call with B. Metzger of Silverman Consulting.	1.1
10/31/2018	Brown, Rose	Prepare bank reconciliation for September.	0.2
11/1/2018	Chu, Jonathan	Call with Company re GST/HST audit; compile information.	1.9

Date	Professional	Description	Hours
11/2/2018	Chu, Jonathan	Attendance onsite at Ingenious office; facilitate payroll audit with CRA auditor; work with Ingenious accounting staff to assist CRA auditor's requests; discussion with S. MacLean (Controller).	7.8
11/2/2018	Damiani, Stefano	Onsite attendance at Ingenious head office premises; meeting with CRA Exam Officer re payroll and HST audits; meetings with S. MacLean (Controller) and G. Moffatt (Payroll Coordinator); instructions to J. Chu; draft initial information request listing to Purchaser.	5.5
11/5/2018	Chu, Jonathan	Finalize data request with S. Damiani; call with B. Metzger (CRO) re NWC; telephone call with CRA re business numbers.	2.2
11/5/2018	Damiani, Stefano	Email to B. Metzger of Silverman Consulting re NWC listing; instructions to J. Chu on NWC and tax audit matters; reporting email to P. Reynolds.	1.2
11/6/2018	Brown, Rose	Trust Banking Administration - Deposit.	0.3
11/6/2018	Chu, Jonathan	Update data request to RLG; work with S. Damiani on email to RLG; continued review of NWC analysis.	3.0
11/6/2018	Damiani, Stefano	Meeting with Transaction Advisory personnel re NWC review; instructions to J. Chu re additional CRA request re RC59 business number matter; e-mail to E. Pedroni and T. Blair of the Purchaser.	1.4
11/7/2018	Chu, Jonathan	Work on NWC matters.	0.5
11/7/2018	Damiani, Stefano	Emails with E. Pedroni of the Purchaser re required information re NWC; instructions to J. Chu on RT0002 tax account.	0.3
11/9/2018	Chu, Jonathan	Review NWC documents, subledgers, customer supporting documentation, and July 2018 information.	3.0
11/9/2018	Damiani, Stefano	Review of information from T. Blair of RLG and e-mails on same; instructions to J. Chu on accounts receivable and accounts payable analysis; e-mail update with J. Urbates of BMO.	1.6
11/12/2018	Chu, Jonathan	Telephone call with S. MacLean (Controller) re tax matters; prepare updated request listing for Ingenious.	2.0
11/13/2018	Chu, Jonathan	Prepare detailed analysis of receipts and disbursements for HST purposes; correspondence with Ingenious.	3.3
11/14/2018	Chu, Jonathan	Continued review of NWC information; update information request list to send to RLG; meeting with P. Smachylo and S. Damiani.	4.0
11/14/2018	Damiani, Stefano	Conference call with B. O'Neill of Goodmans; meeting with P. Reynolds; meeting with Transaction Services to update request listing; instructions to J. Chu; e-mail to RLG and First Atlantic re outstanding information for NWC review.	2.4
11/14/2018	Reynolds, Philip	Conference call with Goodmans; meeting and correspondence with S. Damiani.	1.0
11/14/2018	Smachylo, Paul	Review of financial information and document request listing; meeting with S. Damiani.	2.5
11/15/2018	Chu, Jonathan	GST / HST spreadsheet preparation and delivery to S MacLean (Controller).	3.0
11/16/2018	Damiani, Stefano	Emails with RLG and First Atlantic; e-mails with J. Urbates of BMO; e-mail to T. Blair of RLG with additional supporting documentation, instructions to J. Chu on same.	0.6
11/19/2018	Chu, Jonathan	Review of supporting documentation from the Purchaser; draft reporting email to P. Smachylo and S. Damiani.	4.4

Date	Professional	Description	Hours
11/19/2018	Damiani, Stefano	Prepare and attend conference call with RLG, First Atlantic, and their financial advisor re NWC review; instructions to J. Chu on information review.	1.1
11/19/2018	Reynolds, Philip	Conference with the Purchaser and FTI.	1.0
11/21/2018	Chu, Jonathan	Recreate roll-forward analysis for NWC; send analysis and findings to P. Smachylo and S. Damiani; correspondence with CRA on business numbers.	4.7
11/21/2018	Damiani, Stefano	Review daily sale activity details provided RLG; analysis of proposed amendments, meeting with team on same.	3.1
11/22/2018	Chu, Jonathan	Meetings with P. Smachylo and S. Damiani re Purchase Price Dispute Order; A/R roll-forward analysis.	2.0
11/22/2018	Smachylo, Paul	Review supporting documentation in support of NWC adjustments proposed by the Receiver; review calculation assumptions with J. Chu.	1.0
11/23/2018	Chu, Jonathan	Prepare roll-forward sensitivity analysis; prepare Illustrative Schedule preparation; work with S. Damiani re language disclaimer, Dispute Notice document, and emails to Counsel and Bank.	6.5
11/23/2018	Damiani, Stefano	Meeting with Transaction Services and P. Reynolds re illustrative example; draft Purchase Price Dispute Notice to Buyer and correspondence with Goodmans on same; review analysis; telephone call with A. MacFarlane of BLG.	1.7
11/23/2018	Reynolds, Philip	Review Purchase Price Dispute Notice; meeting with S. Damiani and P. Smachylo re same.	0.5
11/23/2018	Smachylo, Paul	Draft language for Purchase Price Dispute Notice; review summary of NWC adjustments with J. Chu; meeting with P. Reynolds and S. Damiani.	2.0
11/26/2018	Damiani, Stefano	Review HST information, instructions to J. Chu on same; telephone call with J. Urbates of BMO.	0.5
11/27/2018	Chu, Jonathan	Process and analyze Company data re GST/HST submissions; call with CRA re GST/HST submission.	2.3
11/27/2018	Damiani, Stefano	Review email of S. MacLean (Controller); review HST analysis and comments to J. Chu on same.	0.2
11/28/2018	Brown, Rose	Trust Banking Administration - obtain online bank reports and prepare estate general ledger detail and summary report and send to J. Chu.	0.3
11/28/2018	Chu, Jonathan	Finalize GST/HST amounts for the periods up to October 31, 2018; draft correspondence to S. MacLean (Controller); analysis for NWC dispute.	3.7
11/28/2018	Damiani, Stefano	Conference call with J. Urbates and J. Kane of BMO re Net Working Capital dispute; instructions to J. Chu on dispute analysis.	0.3
12/3/2018	Chu, Jonathan	Meeting with S. Damiani re letter from counsel; update NWC analysis.	4.0
12/3/2018	Damiani, Stefano	Review letter of Stikeman Elliott LLP; meeting with P. Reynolds and draft response; conference call and e-mails with B. O'Neill of Goodmans.	0.5
12/3/2018	Reynolds, Philip	Review letter to Stikemans; conference call with Goodmans re same; correspondence with S. Damiani	0.5
12/4/2018	Chu, Jonathan	Review draft letter to Stikemans; work with S. Damiani on response; compile information.	1.0

Date	Professional	Description	Hours
12/4/2018	Damiani, Stefano	Review and amend responding letter to Stikemans; e-mails with J. Urbates of BMO; correspondence with Goodmans.	0.4
12/5/2018	Reynolds, Philip	NWC dispute matters; various emails and calls.	1.0
12/6/2018	Reynolds, Philip	Review NWC speaking points prepared by team; correspondence and instructions re same.	1.0
12/10/2018	Chu, Jonathan	File pre-receivership HST listing; calls with CRA re HST audit requirements and pre-Receiver's HST; review post-receivership HST with S. Damiani.	1.6
12/10/2018	Damiani, Stefano	Conference call with E. Pedroni and T. Blair of RLG re NWC dispute.	0.2
12/12/2018	Reynolds, Philip	Update on NWC dispute; correspondence with team.	1.0
12/13/2018	Chu, Jonathan	Draft correspondence to B. Metzger (CRO).	0.2
12/13/2018	Damiani, Stefano	Telephone call with B. Wiffen of Goodmans re letter to Stikemans; meeting with P. Reynolds.	0.5
12/13/2018	Reynolds, Philip	Review NWC calculations and materials prepared by team; discussions and correspondence with S. Damiani and J. Chu.	3.5
12/14/2018	Chu, Jonathan	NWC dispute matters.	0.5
12/14/2018	Damiani, Stefano	Review draft letter and telephone call with B. Wiffen of Goodmans on same; telephone call with J. Urbates of BMO.	0.4
12/14/2018	Reynolds, Philip	Review language in the APA re NWC dispute; review internal NWC presentation and calculations; conference call with Goodmans; review draft letter to Stikemans.	2.0
12/16/2018	Damiani, Stefano	Commence review of information package provided by Purchaser.	1.1
12/17/2018	Chu, Jonathan	Review detailed information provided by the Purchaser, and update analysis on same; discussion with S. Damiani and Transaction Services; telephone call with B. Metzger (CRO).	5.9
12/17/2018	Damiani, Stefano	Review e-mails with B. Metzger of the CRO; instructions to J. Chu on same.	0.4
12/18/2018	Damiani, Stefano	Conference call with B. Wiffen of Goodmans; review of NWC analysis and instructions to J. Chu on same; e-mails with T. Blair of RLG; telephone call with J. Urbates of BMO.	0.6
12/19/2018	Chu, Jonathan	Call with CRA re supporting documentation for Receiver's HST positions; call with vendor re documentation request: call with P. Smachylo re NWC data; update analysis.	3.6
12/19/2018	Reynolds, Philip	Conference call with Goodmans re NWC matters.	0.5
12/20/2018	Chu, Jonathan	Telephone call with CRA re Receivership account audit; prepare analysis for call with Buyer.	1.7
12/20/2018	Damiani, Stefano	Prepare and attend conference call with T. Blair of RLG, and e-mails on same; correspondence with J. Urbates of BMO.	0.7
12/21/2018	Damiani, Stefano	Review additional information provided by RLG; prepare and attend conference call with First Atlantic and RLG; correspondence with J. Urbates of BMO.	0.5
1/4/2019	Chu, Jonathan	Review CRA Statement of Account re GST/HST.	0.4
1/7/2019	Chu, Jonathan	Review and analysis of additional workbook provided by the Buyer; meeting with S. Damiani on same.	-
1/7/2019	Damiani, Stefano	Review Buyer information; instructions to J. Chu on same.	-

Date	Professional	Description	Hours
1/8/2019	Chu, Jonathan	NWC analysis and review of information.	-
1/10/2019	Chu, Jonathan	Prepare analysis for meeting with S. Damiani; update list of required information.	-
1/10/2019	Damiani, Stefano	Meeting with J. Chu and review updated analysis.	-
1/14/2019	Chu, Jonathan	Review Buyer's financial information; meeting with Transaction Services; conference call with the Purchaser.	-
1/14/2019	Damiani, Stefano	Prepare and attend conference call with the Purchaser and its financial advisor; email to P. Reynolds.	-
1/14/2019	Smachylo, Paul	Attendance on call with Buyer and FTI; prepare and review speaking notes and NWC adjustments with J. Chu.	-
1/17/2019	Chu, Jonathan	Meeting with S. Damiani on NWC matters.	-
1/17/2019	Damiani, Stefano	Debrief meeting with J. Chu.	-
1/28/2019	Damiani, Stefano	Review emails of S. MacLean (Controller) re tax matters; telephone call with Ingenious software licensee re transfer forms between buyer and vendor, AVO; instructions to J. Chu re CRA status of HST input tax credits.	0.5
1/31/2019	Chu, Jonathan	GST matters; discussion with S. MacLean (Controller) re same.	0.5
2/1/2019	Chu, Jonathan	Telephone call with Debtor's former accountants re outstanding 2017 T2 submission; telephone call with CRA re input tax credits.	0.5
2/1/2019	Damiani, Stefano	Email to J. Chu re OSB statutory reporting and discharge planning.	0.1
Total			214.6


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Date: April 26, 2021
Client No.: 1145847
WBS#: BLG00003
Engagement Partner: Philip Reynolds

HST Registration : 122893605RT0001

For professional services rendered
Fees

For services rendered by Deloitte Restructuring Inc. as the
Court-appointed Receiver of 1100225 B.C ULC (the "Company") for the peri
od February 2, 2019 to April 21, 2021.

Please see attached appendices for details.

Sales Tax

HST applicable 53,077.50

HST at 13.00 % 6,900.08

Total Amount Due (CAD) 59,977.58



Appendix #1

Summary of Fees

Name	Level	Hours	Rate	Amount
Bricks, Hartley	Senior Vice-President	1.0	750.00	750.00
Damiani, Stefano	Senior Vice-President	42.8	750.00	32,100.00
Chu, Jonathan	Manager	35.4	475.00	16,815.00
Brown, Rose	Trust Administration Manager	10.5	325.00	3,412.50
Total Professional Hours and Fees		89.7		53,077.50
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				53,077.50



Appendix #2

Work performed from February 2, 2019 to April 21, 2021

Date	Name	Narrative	Hours
04-02-19	Chu, Jonathan	Telephone call with S. MacLean (Controller) re tax audit matters; complete T2 amendment package for Canada Revenue Agency ("CRA"); telephone call with BDO Tax re 2017 T2.	2.3
11-02-19	Damiani, Stefano	Prepare and attend conference call with First Atlantic and RLG.	0.2
12-02-19	Damiani, Stefano	Telephone call with J. Urbates of BMO re escrow and status; draft agenda for completion; instructions to J. Chu and R. Brown.	0.4
13-02-19	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.2
13-02-19	Chu, Jonathan	Revise and edit Schedule 2 for adjustment Escrow amount; meeting with S. Damiani re 2017 T2 submission; review and compile tax details.	2.5
13-02-19	Damiani, Stefano	Telephone call with the Debtor's former accountants (BDO Tax) re 2017 corporate tax returns; review of draft tax documentation.	1.4
14-02-19	Chu, Jonathan	Amendments to Schedule 2 for release of Adjustment Escrow Amount.	0.1
14-02-19	Damiani, Stefano	E-mail to the Debtor's former accountants (BDO Tax); amend draft direction letter re Adjustment Escrow Account; review APA and Escrow Agreement; banking instructions to R. Brown.	0.7
15-02-19	Brown, Rose	Trust Banking Administration - Update estate general ledger, wire instruction sheet.	0.3
15-02-19	Chu, Jonathan	Release re Adjustment Escrow Amount; update receipts and disbursements.	1.2
19-02-19	Chu, Jonathan	Review correspondence of BDO Tax and proposed engagement letter; review of previous tax submissions to confirm requirements for 2017 submission.	1.0
19-02-19	Damiani, Stefano	Update letter package and e-mail to B. Wiffen of Goodmans on same; e-mails with T. Blair of RLG.	0.6
21-02-19	Chu, Jonathan	Correspondence with S. Damiani.	0.2
21-02-19	Damiani, Stefano	Review and amend engagement letter from the Debtor's former tax accountants (BDO Tax), telephone call on same; emails with E. Pedroni and T. Blair; discussion with J. Chu.	0.7

Date	Name	Narrative	Hours
22-02-19	Damiani, Stefano	Emails with T. Blair (CFO), review of executed joint instructions letter; emails with D. Bowyer and McMillan re escrow account.	0.6
23-02-19	Chu, Jonathan	Update receipts and disbursements schedules.	0.4
25-02-19	Brown, Rose	Trust Banking Administration.	0.5
25-02-19	Chu, Jonathan	Telephone call with CRA re HST status; compile tax details for CRA; wiring instructions to R. Brown re escrow adjustment amount.	3.3
25-02-19	Damiani, Stefano	Banking matters with R. Brown; estate general ledger review; e-mails with T. Blair (CFO, RLG) re wire transfer; review CRA letter and instructions to J. Chu on same.	0.6
26-02-19	Chu, Jonathan	Banking administration.	0.1
26-02-19	Damiani, Stefano	Telephone discussion with First Tennessee re wire confirmation; email to E. Pedroni and T. Blair of RLG re executed letter; instructions to R. Brown.	0.5
27-02-19	Chu, Jonathan	Compile tax information for CRA audit; update receipts and disbursements.	2.8
28-02-19	Damiani, Stefano	Email and telephone correspondence with D. Bowyer (former CEO).	0.2
06-03-19	Damiani, Stefano	Follow up email to the Company's former accountants (BDO Tax) re outstanding corporate tax return; telephone call with former president's accountants (Frith-Smith & Archibald, LLP); instructions to J. Chu re tax filings.	0.5
07-03-19	Brown, Rose	Trust Banking Administration - Prepare transfer between US & CDN accounts, update estate ledger, correspondence with S. Damiani.	0.5
07-03-19	Chu, Jonathan	Prepare detailed reference package for CRA HST audit.	3.6
07-03-19	Damiani, Stefano	Review corporate tax and GST matters; instructions.	0.9
08-03-19	Chu, Jonathan	Compile additional information for CRA.	2.3
08-03-19	Damiani, Stefano	Telephone and email correspondence with BDO Tax.	0.1
14-03-19	Chu, Jonathan	Call re corporate income tax T2 return submission; email to S. Damiani.	0.3
20-03-19	Chu, Jonathan	Review BDO engagement letter; complete summary tax schedule; internal correspondence.	1.0
09-04-19	Brown, Rose	Trust Banking Administration - Correspondence with BMO regarding cheque.	0.1
10-04-19	Damiani, Stefano	Email to R. Brown re banking matters; follow up on CRA status.	0.1

Date	Name	Narrative	Hours
11-04-19	Chu, Jonathan	Review of draft T2 return prepared by BDO Tax, prepare comments.	1.2
11-04-19	Damiani, Stefano	Internal correspondence.	0.1
15-04-19	Damiani, Stefano	Review draft tax return and email of BDO; telephone call with J. Urbates of BMO.	0.8
16-04-19	Brown, Rose	Trust Banking Administration - Disbursement cheques.	0.3
16-04-19	Damiani, Stefano	Corporate tax return signature pages, email to BDO re filing; banking instructions to R. Brown.	0.5
17-04-19	Damiani, Stefano	Review of additional tax information from BDO, emails on same.	0.4
23-04-19	Brown, Rose	Trust Banking Administration - Print invoices and prepare disbursement cheques.	0.3
24-04-19	Brown, Rose	Trust Banking Administration.	0.5
24-04-19	Chu, Jonathan	Compile supporting documentation for GST/HST audit; information request to S. MacLean (Controller).	1.5
25-04-19	Damiani, Stefano	Follow-up on CRA audit status and T2 filing.	0.1
26-04-19	Damiani, Stefano	Emails of S. MacLean (Controller) of the Company re CRA audit information; status of HST filings.	0.2
27-04-19	Damiani, Stefano	Instructions to J. Chu re CRA audits, request for HST refunds, and HST return netfile.	0.2
30-04-19	Chu, Jonathan	Compile supporting documentation and covering letter for CRA GST/HST audit.	1.8
09-05-19	Damiani, Stefano	Update on CRA audit status, additional requested information.	0.1
16-05-19	Brown, Rose	Trust Banking Administration, prepare letter, open new USD account, telephone calls with BMO.	1.3
17-05-19	Brown, Rose	Set up new bank account on Ascend, input transfers.	0.6
17-05-19	Chu, Jonathan	Compile amended HST documents for auditor.	1.5
17-05-19	Damiani, Stefano	Banking matters with R. Brown re USD trust account.	0.2
21-05-19	Brown, Rose	Set up new bank account on Ascend, receipts and disbursements and input transfers between accounts.	0.5
21-05-19	Chu, Jonathan	Internal correspondence.	0.1
21-05-19	Damiani, Stefano	Review tax information from S. MacLean (Controller) re HST audit; email to J. Chu re CRA matters.	0.6
24-05-19	Chu, Jonathan	Telephone call with CRA re GST/HST tax audit; send supporting documentation.	0.7

Date	Name	Narrative	Hours
24-05-19	Damiani, Stefano	Instructions to J. Chu re CRA audit and information request.	0.2
10-06-19	Chu, Jonathan	Internal correspondence.	0.2
10-06-19	Damiani, Stefano	Review Notices of Reassessment re GST/HST audit, instructions to J. Chu re status of payment.	0.2
12-06-19	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.2
12-06-19	Damiani, Stefano	Banking instructions to R. Brown.	0.1
19-06-19	Damiani, Stefano	Update on status of tax refunds.	0.1
24-06-19	Damiani, Stefano	Review of CRA correspondence, banking instructions, internal correspondence.	0.4
27-06-19	Brown, Rose	Trust Banking Administration, meeting with J. Chu.	0.4
27-06-19	Chu, Jonathan	Meeting with R. Brown.	0.2
27-06-19	Damiani, Stefano	Reporting email.	0.2
09-07-19	Brown, Rose	Prepare investment purchase sheet, have signed and scan and fax to BMO.	0.3
18-07-19	Damiani, Stefano	Instructions re banking and CRA.	0.1
23-07-19	Brown, Rose	Compile bank statements and reconciliations for trust accounts and email to J. Chu.	0.4
23-07-19	Chu, Jonathan	Internal correspondence.	0.1
23-07-19	Damiani, Stefano	CRA update re unpaid HST refunds; email to J. Chu.	0.2
24-07-19	Chu, Jonathan	Internal memo re cheques; documentation of HST refund.	0.5
24-07-19	Damiani, Stefano	Review CRA correspondence and HST refund, compare to filings; instructions to J. Chu on banking matters and OSB reporting.	0.3
25-07-19	Brown, Rose	Trust Banking Administration.	0.3
01-08-19	Chu, Jonathan	Prepare statement of receipts and disbursements; correspondence R. Brown re various banking matters.	1.2
13-08-19	Damiani, Stefano	Email to J. Urbates of BMO; review CRA file, instructions re tax filings.	0.2
15-08-19	Brown, Rose	Trust Banking Administration.	0.1
15-08-19	Damiani, Stefano	Estate banking matters with R. Brown.	0.1
16-08-19	Brown, Rose	Trust Banking Administration.	0.3
19-08-19	Brown, Rose	Prepare letter to re USD trust account, arrange execution of letter and send to BMO.	0.5

Date	Name	Narrative	Hours
05-09-19	Damiani, Stefano	Update on estate trust account.	0.1
09-12-19	Damiani, Stefano	Telephone call with M. Innis of EOS Canada re WSIB.	0.1
14-01-20	Brown, Rose	Trust Banking Administration; compile bank statements and sent to S. Damiani.	0.3
14-01-20	Chu, Jonathan	Compile estate general ledger reports; instructions to R. Brown.	0.2
28-01-20	Brown, Rose	Trust Banking Administration.	0.1
04-02-20	Damiani, Stefano	Review email of Ceridian, Ingenious payroll services provider; instructions to J. Chu; email to J. Chu re status of HST refunds.	0.3
07-03-20	Damiani, Stefano	Email correspondence, respond to former vendor inquiry.	0.1
04-06-20	Chu, Jonathan	Telephone call with CRA re HST matters; update to S. Damiani re same.	0.6
22-06-20	Damiani, Stefano	Prepare statutory interim reports to the OSD; receipts and disbursements.	1.0
07-07-20	Brown, Rose	Banking - confirm investment renewing, Prepare investment purchase voucher have signed and send to BMO; input into Ascend.	0.5
21-07-20	Damiani, Stefano	Email to J. Chu re OSB interim reporting and R&D's.	0.2
22-07-20	Chu, Jonathan	Compile banking reports and CRA information; update receipts and disbursements.	1.3
24-07-20	Chu, Jonathan	Email to S. Damiani.	0.1
31-07-20	Damiani, Stefano	Prepare statutory interim report to OSB; email to R. Brown.	0.4
04-08-20	Brown, Rose	Estate Administration - Fax Interim Report to OSB, correspondence with S. Damiani.	0.3
02-12-20	Chu, Jonathan	Instructions M. McTaggart re GST/HST net filing.	0.2
02-12-20	Damiani, Stefano	Telephone call with CRA on status of accounts.	0.3
19-01-21	Damiani, Stefano	Drafting report to Court re discharge application, review Orders and APA.	4.6
28-01-21	Damiani, Stefano	Amendments to Court Report.	5.3
01-02-21	Damiani, Stefano	Review CRA correspondence, instructions to J. Chu on same.	0.1
02-02-21	Chu, Jonathan	Net-file HST return.	0.1
10-02-21	Damiani, Stefano	Drafting of Court report.	4.8
17-03-21	Damiani, Stefano	Telephone call with B. Wiffen of Goodmans; review emails.	0.4

Date	Name	Narrative	Hours
19-03-21	Damiani, Stefano	Review estate information, prepare for discharge, emails with B. Wiffen of Goodmans.	0.8
23-03-21	Brown, Rose	Estate Administration - Filing of interim report and R&D, emails with S. Damiani on same.	0.2
23-03-21	Chu, Jonathan	Update statement of receipts and disbursements.	0.6
23-03-21	Damiani, Stefano	Prepare BIA 246(2) interim reporting to the OSB; instructions to R. Brown on same.	0.6
01-04-21	Chu, Jonathan	Internal correspondence.	0.2
01-04-21	Damiani, Stefano	Telephone call with J. Chu re banking reports and HST returns; update Court Report.	2.7
05-04-21	Chu, Jonathan	HST netfile for February and March 2021; compile details re receipts and disbursements.	1.5
05-04-21	Damiani, Stefano	Review cash receipts and disbursements schedules, telephone call with J. Chu on same; review tax details.	1.0
06-04-21	Damiani, Stefano	Email correspondence with J. Urbates of BMO.	0.1
07-04-21	Damiani, Stefano	Email and telephone correspondence with J. Chu, review tax accounts.	0.3
08-04-21	Chu, Jonathan	Telephone call with CRA; summarize outstanding amounts to S. Damiani.	0.5
08-04-21	Damiani, Stefano	Correspondence with J. Chu; update Court Report and email to H. Bricks on same.	1.5
12-04-21	Bricks, Hartley	Review and amend the draft report to Court.	1.0
14-04-21	Damiani, Stefano	Amendments to Court Report; email to B. Wiffen of Goodmans on same.	1.4
16-04-21	Damiani, Stefano	Review Goodmans comments on draft report and form of Discharge Order; telephone call with B. Wiffen of Goodmans; additional emails with B. Wiffen; instructions to J. Chu; amend Court Report.	0.9
19-04-21	Damiani, Stefano	Conference call with J. Urbates and G. Haar of BMO; telephone and email correspondence with B. Wiffen; amendments to Court Report.	1.8
20-04-21	Brown, Rose	Trust Banking Administration, review statements, discussion with S. Damiani.	0.5
20-04-21	Damiani, Stefano	Telephone and email correspondence with A. MacFarlane of BLG; email to B. Wiffen of Goodmans.	0.3
21-04-21	Brown, Rose	Trust Banking Administration - Prepare investment letter, have signed and send to BMO; update estate general ledger; reconciliation; correspondence with S. Damiani.	1.0

Date	Name	Narrative	Hours
21-04-21	Damiani, Stefano	Email correspondence with J. Urbates of BMO; email correspondence with B. Wiffen of Goodmans; instructions to J. Chu and R. Brown; amendments to Court Report.	0.9
Total			89.7

BANK OF MONTREAL

-and-

1100225 B.C. UNLIMITED LIABILITY COMPANY
(formerly INGENIOUS PACKAGING GROUP ULC)

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

**AFFIDAVIT OF STEFANO DAMIANI OF DELOITTE
RESTRUCTURING INC.**
(SWORN APRIL 28, 2021)

GOODMANS LLP

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333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7
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Lawyers for Deloitte Restructuring Inc., in its capacity as Court-
appointed Receiver

I

Court File No.: CV-18-601960-00CL

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

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

**1100225 B.C. UNLIMITED LIABILITY COMPANY
(formerly INGENIOUS PACKAGING GROUP ULC)**

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO
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 BRADLEY WIFFEN
(Sworn April 28, 2021)**

I, Bradley Wiffen, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND**

SAY:

1. I am a partner with the law firm of Goodmans LLP (“**Goodmans**”), counsel to Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as Court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of 1100225 B.C. Unlimited Liability Company (formerly Ingenious Packaging Group ULC) (the “**Debtor**”) in these proceedings. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and where so stated I verily believe it to be true.

2. Deloitte was appointed as Receiver pursuant to an Order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted on July 24, 2018. The Receiver retained Goodmans as its legal counsel in these proceedings.

3. Pursuant to paragraph 19 of the Appointment Order, the Receiver and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtor as part of the proceedings. Pursuant to paragraph 20 of the Appointment Order, the Receiver and its legal counsel are required to pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to the Court.

4. Attached hereto and marked as Exhibit “A” are true copies of the accounts (the “**Goodmans Accounts**”) rendered by Goodmans to the Receiver for the period from July 12, 2018 to April 21, 2021. The Goodmans Accounts have been redacted to address matters of confidentiality or privilege.

5. Attached hereto as Exhibit “B” is a schedule summarizing the Goodmans Accounts in respect of the period from July 24, 2018, being the date that the Appointment Order was issued, to April 21, 2021 (the “**Application Period**”). As shown in the summary, Goodmans expended a total of 99.3 hours in connection with this matter during the Application Period, giving rise to fees and disbursements totalling \$72,969.06, comprised of fees of \$64,294.00, costs of \$280.37 and taxes of \$8,394.69.

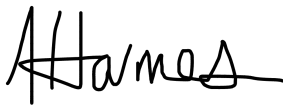
6. In addition to the foregoing fees, Goodmans estimates its fees and disbursements in respect of these proceedings following the Application Period will not exceed \$25,000 excluding disbursements and HST.

7. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates of each of the professionals at Goodmans that rendered services to the Receiver during the Application Period, the hours worked by each such individual, and the blended hourly rates for the file.

8. To the best of my knowledge, the rates charged by Goodmans during the Application Period are comparable to the rates charged by similar law firms in the Toronto market for the provision of similar services. I believe that the total hours, fees and disbursements incurred by Goodmans during the Application Period are reasonable and appropriate in the circumstances.

9. This Affidavit is sworn in connection with a motion by the Receiver for the approval of the fees and disbursements of the Receiver and its legal counsel and for no improper purpose.

SWORN before me over videoconference by Bradley Wiffen stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Halifax in the Province of Nova Scotia, on this 28th day of April, 2021, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.




A Commissioner for taking affidavits
Name: Andrew Harmes



BRADLEY WIFFEN

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF BRADLEY WIFFEN
SWORN BEFORE ME OVER VIDEOCONFERENCE,
THIS 28TH DAY OF APRIL, 2021.



A Commissioner for Taking Affidavits

August 2, 2018

Deloitte Restructuring Inc.
 200 - 8 Adelaide St W
 Toronto, ON
 Canada M5H 0A9

ATTENTION: Philip J. Reynolds

OUR FILE NO. DLRS 181850

OUR INVOICE NO. 707129

GST/HST REGISTRATION NO. R119422962

Re: Ingenious Packaging Group o/a Ingenious PKG

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
 MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
07/12/18	BON	4.50	Review draft APA; review memo from Silverman Consulting; review draft receivership application material; update discussion with Phil Reynolds.
07/12/18	WBP	4.60	Reviewing draft receivership materials and providing comments on same; reviewing precedent materials and BIA re: various matters; discussions with B. O'Neill re: case overview and related matters.
07/13/18	BON	2.30	Attention to preparation of revised version of Notice of Application, supporting Affidavit and Receivership Order; attention to comments to draft APA; attention to precedents re: same.
07/13/18	WBP	1.80	Reviewing receivership application materials and providing comments on same to Deloitte and counsel to BMO; reviewing transaction materials and correspondence re: same.
07/15/18	BON	.30	Emails with BLG and client re: status matters and draft documentation.
07/16/18	ACH	2.70	Researching law re: approval of pre-packaged sale transactions in receivership proceedings; researching law re: approval of sale transaction and receivership application on same day; reviewing requirements re: security review and drafting update email to B. Wiffen; reviewing debt documents and corporate and personal property searches and drafting security review.
07/16/18	BON	3.70	Review and comment on draft Consent and Mutual Release re: [REDACTED]; discussion with BLG re: same; attention to BLG mark-up of draft APA; attention to security review; attend all parties conference call re: APA

Invoice #707129 -- page 2

Date	TKID	Hours	Description
			and related deal matters; attention to follow-on discussions with Deloitte.
07/16/18	WBP	5.00	Attending on call with counsel to company, BMO and potential purchaser re: asset purchase agreement and related matters; attending on call with counsel to BMO re: security review matters; reviewing credit agreement and security documents; reviewing case law re: approval of prepackaged sales; updating and providing instructions to A. Harnes re: security review and receivership materials; reviewing asset purchase agreement re: various matters.
07/17/18	MUB	1.20	Exchange emails with B. Wiffen; order corporate and PPSA searches; review searches; compare to summary and send email to B. Wiffen re: serve, review and finalize summary; circulate same.
07/17/18	ABG	2.80	Summarizing searches
07/17/18	ACH	4.10	Reviewing debt documents re: security review; drafting security review and distributing to B. Wiffen for review.
07/17/18	BON	3.90	Review and comment on draft Approval and Vesting Order and discussions re: same; attention to security review; review and discuss revised version of APA (Dechert comments); emails/discussions with BLG and Deloitte re: same.
07/17/18	WBP	4.20	Reviewing draft approval and vesting order and precedent orders and providing comments on same; reviewing asset purchase agreement and providing comments on same; attending to security review matters and reviewing security agreements.
07/18/18	ACH	2.90	Reviewing and revising security review and distributing to B. Wiffen for review; researching law re: quick flip receivership transactions; drafting factum re: approval and vesting order.
07/18/18	BON	6.80	Attention to revised versions of APA (BLG and Company comments); attention to draft APA Schedules; attention to draft Escrow Agreement; attention to draft Restrictive Covenant Agreement; attention to security review results; attend conference call with all parties re: APA; attention to further revisions to APA; attention to draft court materials; prepare and circulate draft Deposit Agreement.
07/18/18	WBP	5.80	Attending to security review, including reviewing credit documents and reviewing and providing comments on security review document; attending on conference call with counsel to transaction parties re: asset purchase agreement and related matters;

Invoice #707129 -- page 3

Date	TKID	Hours	Description
07/19/18	DDC	2.80	Reviewing and revising draft security review; meeting with A. Harmes and B. Wiffen re: same; reviewing revised draft; correspondence e: same; reviewing PPSA re: motor vehicle registrations.
07/19/18	ACH	7.90	Meeting with D. Dedic and B. Wiffen re: security review; reviewing and revising security review and distributing to D. Dedic and B. Wiffen for review; drafting notice of motion re: sale approval motion; drafting factum re: sale approval motion.
07/19/18	BON	13.40	Attention to revisions to APA; discussions and calls with BLG and McMillan re: same; conference call with all parties re: same; attention to further revisions to APA and comments of other counsel re: same; attention to security review; attention to draft court materials, revised version of same, Goodmans/Deloitte comments to same, comments of other counsel re: same and re: Notice of Application for RO, Receivership Order, Service List, Silverman Affidavit; Kane Affidavit; Notice of Motion for AVO; Approval and Vesting Order; Factum for Approval and Vesting Order; Consent to Act as Receiver, Pre-Filing Report; attention to case law and receivership/bankruptcy matters and discussions re: same; attention to emails/discussions with clients, BLG, McMillan and Stikemans re: various deal and court matters.
07/19/18	KSN	2.30	Call with B. O'Neill re: new file; review purchase agreement; email re: tax comments.
07/19/18	WBP	4.40	Attending to transaction and receivership matters; attending on telephone call with counsel to BMO re: asset purchase agreement and related matters; reviewing draft court materials and providing comments on same; preparing materials in support of Receiver's sale approval motion.
07/20/18	DDC	.20	Discussions with B. Wiffen and BMO's counsel; discussions re: BC filings; revising memorandum re: same.
07/20/18	ACH	6.20	Drafting factum re: sale approval motion and distributing to B. O'Neill and B. Wiffen for review; reviewing escrow agreement and discussing same with B. O'Neill; reviewing draft sale approval and vesting order; attending to various matters re: preparing sale approval motion record.
07/20/18	BON	13.40	Attention to revisions to APA; attention to tax matters re: APA; attention to draft Escrow Agreement; attention to draft Schedules to APA; conference call with all parties re: same; attention to further revisions to APA and comments of other counsel re: same; attention to draft court materials, revised version of

Invoice #707129 -- page 4

Date	TKID	Hours	Description
			same, Goodmans/Deloitte comments to same, comments of other counsel re: same and re: Notice of Application for RO, Receivership Order, Service List, Silverman Affidavit; Kane Affidavit; Notice of Motion for AVO; Approval and Vesting Order; Factum for Approval and Vesting Order; Consent to Act as Receiver; attention to case law and receivership/bankruptcy matters and discussions re: same; attention to emails/discussions with clients, BLG, McMillan and Stikemans re: various deal and court matters; attention to draft Restrictive Covenant Agreements; attention to wire transfer matters re: Deposit.
07/20/18	KSN	1.20	Call with B. O'Neill re: tax comments; consider tax elections; revised comments on purchase agreement.
07/20/18	WBP	5.50	Preparing and updating motion materials for approval and vesting order; reviewing company and lender affidavits and providing comments on same; attending to security review and related matters; attending on conference calls with counsel to various parties re: transaction and court matters.
07/21/18	WBP	5.90	Preparing factum in support of Approval and Vesting Order and reviewing evidence and case law re: same.
07/22/18	DDC	.40	Reviewing receiver's report re: security; revising same; correspondence.
07/22/18	ACH	7.10	Researching case law re: approval of distribution to secured creditor at time of transaction approval; reviewing and revising factum re: sale approval motion; reviewing factum of BMO re: sale approval motion; preparing book of authorities re: sale approval motion; reviewing pre-filing report of the receiver and providing comments; attending to various matters re: finalizing factum, pre-filing report and confidential supplement re: sale approval motion.
07/22/18	BON	13.60	Review and comment on draft BLG factum re: Receivership Order; attention to draft Factum and Book of Authorities re: Approval and Vesting Order; attention to draft Pre-Filing Report and Confidential Supplement to same; emails/discussions with Deloitte, BLG, Stikemans and McMillan re: above draft material; prepare for 7/24 court hearing re: same.
07/22/18	WBP	7.80	Preparing factum in support of Approval and Vesting Order and reviewing evidence and case law re: same; reviewing secured lender's factum re: receivership application and providing comments re: same; attending on telephone calls with receiver re: receivership and transaction matters; reviewing receiver's pre-filing report and confidential supplement and providing comments on same.

Invoice #707129 -- page 5

Date	TKID	Hours	Description
07/23/18	DDC	.40	Correspondence re: security; reviewing equipment registrations; reviewing revisions.
07/23/18	ACH	5.90	Reviewing and revising factum re: sale approval motion; reviewing notice requirements re: appointment of receiver and drafting notice of appointment re: same.
07/23/18	BON	8.80	Attention to Pre-Filing Report and Confidential Supplement and emails/discussions and comments with/from BLG, McMillan, Stikemans and Deloitte; attention to filing and service matters; attention to Deposit; prepare for sale approval hearing.
07/23/18	WBP	7.20	Reviewing updated drafts of receiver's pre-filing report and confidential supplement and providing comments on same; telephone calls with receiver and with counsel to BMO; coordinating finalization and service of court materials; reviewing notice matters and corresponding with receiver re: same; update approval and vesting order; corresponding with counsel to permitted encumbrances; finalizing security review.
07/24/18	ACH	5.10	Preparing materials re: sale approval motion; attending court re: sale approval motion.
07/24/18	BON	6.40	Prepare for and attend hearing for Receivership Order and Sale Approval Order.
07/24/18	WBP	4.80	Attending at Court re: motion for receivership order and approval and vesting order; reviewing asset purchase agreement re: closing matters.
07/25/18	JMC	.20	Inter-office discussions re: bankruptcy issue.
07/25/18	ACH	3.40	Drafting chart re: receiver's closing responsibilities; drafting chart re: closing steps; researching law re: WEPPA; telephone call with BLG re: WEPPA and other closing matters; meeting with B. O'Neill and B. Wiffen to discuss.
07/25/18	BON	2.60	Attention to various closing matters and emails/discussions re: same; attention to draft memo to Deloitte re: same; conference call with BLG re: same.
07/25/18	WBP	1.70	Telephone call with counsel to BMO re: closing matters; reviewing summary of receiver obligations and reviewing asset purchase agreement re: same; reviewing escrow agreement.
07/26/18	ACH	3.60	Telephone call with Deloitte re: working capital update and closing timing; teleconference with closing team re: closing update; reviewing and revising closing agenda; telephone call with Deloitte re: reflection of HST treatment in

Invoice #707129 -- page 6

Date	TKID	Hours	Description
			working capital statement.
07/26/18	BON	1.90	Attention to various closing matters and emails/discussions and conference calls re: same.
07/26/18	WBP	6.80	Attending to transaction closing matters; attending on update call with Receiver; attending on all-parties closing call; reviewing APA and Receiver responsibilities; reviewing draft closing agenda and providing comments on same; telephone call with counsel to BMO; telephone call with Receiver re: transaction closing matters; coordinating transfer of deposit to Receiver;
07/27/18	GSE	.50	Email re: HST; deemed trust; priority; research; emails to K. Saddington.
07/27/18	ACH	2.30	Teleconference with closing team re: closing update; telephone call with B. Wiffen and M. Bolsinger re: sales tax liabilities; meeting with B. Wiffen re: outstanding items; reviewing and revising closing agenda and receiver's obligations; drafting undertaking re: payment of assumed employee obligations; reviewing purchase agreement re: sales tax liabilities and meeting with B. Wiffen to discuss; reviewing McMillan escrow agreement and providing comments to B. Wiffen.
07/27/18	BON	1.50	Attention to various closing matters and emails/discussions re: same.
07/27/18	KSN	1.00	Emails re: HST issues; research HST issues.
07/27/18	WBP	6.80	Attending on all-parties update call; telephone call with counsel to Buyer re: employment escrow and related matters; telephone call with counsel to debtor re: employment escrow; reviewing asset purchase agreement re: HST matters and discussing same with K. Saddington; reviewing employment obligations escrow agreement and providing comments on same; reviewing flow of funds.
07/28/18	GSE	.20	Research; email to K. Saddington.
07/28/18	ACH	1.20	Teleconference with Deloitte re: closing matters; updating closing checklist and distributing to B. Wiffen for review; reviewing and revising signature page package.
07/28/18	BON	1.10	Attention to various closing matters and emails, discussions and calls re: same.
07/28/18	WBP	1.90	Corresponding with Receiver re: outstanding closing matters and attending on telephone call re: same; corresponding with counsel to Buyer re: closing matters; reviewing buyer comments on employment escrow agreement and providing comments on same.

Invoice #707129 -- page 7

Date	TKID	Hours	Description
07/29/18	WBP	1.40	Attending to closing matters; corresponding with counsel to Buyer re: closing documents and funding matters; telephone call with Receiver re: employment escrow.
07/30/18	ACH	.80	Meeting with B. Wiffen re: reviewing outstanding closing items; reviewing escrow agreement; attending to various emails re: collecting signature pages; reviewing court materials re: funds flow statement.
07/30/18	WBP	1.80	Attending to closing matters, including finalization of documents and reviewing closing checklist; attending on all-parties closing call; reviewing funds flow and discussion with Receiver re: same; telephone call with counsel to BMO re: closing matters and timing.
07/31/18	ACH	.80	Reviewing and revising notice of appointment re: receivership proceedings and distributing to B. Wiffen for review.
07/31/18	WBP	1.80	Attending to closing matters; telephone with U.S. counsel to RLG; telephone call with Canadian counsel to RLG; discussions with Receiver re: closing matters, including receipt of funds, purchaser communications and resolution of outstanding matters; reviewing and commenting on Receiver correspondence with RLG; reviewing closing agenda and asset purchase agreement.
08/01/18	ACH	.20	Attending to filing of Receiver's certificate.
08/01/18	WBP	2.50	Corresponding with Receiver re: funds flow matters; preparing amendment to asset purchase agreement and circulating same to working group; issuing and coordinating filing of Receiver's Certificate; reviewing and commenting on notice document; corresponding with counsel to BMO; telephone call with counsel to Buyer re: communication materials in notice package.

OUR FEE**\$158,536.50**

TKID	NAME	HOURS	RATE	TOTAL
BON	O'Neill, Brendan	84.20 hrs	\$935.00	\$78,727.00
DDC	Dedic, Dan	3.80 hrs	\$685.00	\$2,603.00
GSE	Ernst, Glenn S.	0.70 hrs	\$1,030.00	\$721.00
JMC	Conforti, Joe	0.20 hrs	\$985.00	\$197.00
KSN	Saddington, Kenneth	4.50 hrs	\$675.00	\$3,037.50

Invoice #707129 -- page 8

TKID	NAME	HOURS	RATE	TOTAL
ACH	Harmes, Andrew	54.20 hrs	\$420.00	\$22,764.00
WBP	Wiffen, Bradley	81.70 hrs	\$600.00	\$49,020.00
ABG	Bunting, Amanda	2.80 hrs	\$250.00	\$700.00
MUB	Buckley, Maureen	1.20 hrs	\$465.00	\$558.00
WPBA	Power, Brad	1.00 hrs	\$95.00	\$95.00
WPKA	Kedia, Ashish	1.20 hrs	\$95.00	\$114.00
				\$158,536.50

DISBURSEMENTS

Telephone - Long Distance	4.21
Wire Charges	100.78
Filing Fee - Motion	160.00
Copies	632.25
Meals	17.66
Search - Corporate	39.80
Computer Searches - Westlaw Carswell	20.50
Search - PPSA	25.80

TOTAL DISBURSEMENTS	\$1,001.00
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TOTAL FEES ON THIS INVOICE	\$158,536.50
HST ON FEES	20,609.75
NON TAXABLE DISBURSEMENTS	0.00
TAXABLE DISBURSEMENTS	1,001.00
TOTAL DISBURSEMENTS ON THIS INVOICE	\$1,001.00
HST ON TAXABLE DISBURSEMENT	130.13
TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$180,277.38

Invoice #707129 -- page 9

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BON /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

December 11, 2018

Deloitte Restructuring Inc.
 200 - 8 Adelaide St W
 Toronto, ON
 Canada M5H 0A9

ATTENTION: Philip J. Reynolds

OUR FILE NO. DLRS 181850

OUR INVOICE NO. 713393

GST/HST REGISTRATION NO. R119422962

Re: Ingenious Packaging Group o/a Ingenious PKG

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
 MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
08/02/18	WBP	.40	Attending to post-closing matters, including funds flow and bankruptcy notice.
08/08/18	ACH	.90	Reviewing payroll obligation; preparing signature pages to joint instruction and distributing to Deloitte; telephone call with S. Damiani re: payroll obligation; reviewing final joint instruction re: same.
08/09/18	ACH	1.20	Reviewing items need for receiver's discharge; preparing fee affidavits and discharge order.
08/20/18	WBP	1.00	Reviewing draft Trustee's Report to creditors and providing comments; discussion with S. Damiani re: same.
10/17/18	BON	.40	Update call with Deloitte and BLG re: post-closing matters.
11/14/18	BON	.50	Attention to correspondence and discussions with Monitor re: NWC calculation issues.
11/23/18	BON	.50	Attention to discussions and documents re: net working capital matter.
11/23/18	WBP	.60	Reviewing asset purchase agreement re: working capital adjustment matters; reviewing proposed letter to Buyer and providing comments on same; telephone call with S. Damiani.
12/03/18	BON	1.50	Review Stikemans letter; attention to draft reply to same; c/c with Deloitte re: same; attention to further revisions to draft reply to Stikemans; attention to

Invoice #713393 -- page 2

Date	TKID	Hours	Description
			Deloitte accounting info re: objections.
12/03/18	WBP	2.20	Preparing response letter to Buyer's counsel re: working capital adjustment; reviewing asset purchase agreement and Receiver's summary re: same; attending on conference call and corresponding with Receiver.
12/04/18	BON	.60	Attention to letter to Stikemans re: Purchase Price Notice Dispute; discussions/emails with Stikemans and Deloitte re: same.
12/04/18	WBP	.30	Reviewing updated letter to Buyer and finalizing same for delivery.

OUR FEE**\$6,854.50**

TKID	NAME	HOURS	RATE	TOTAL
BON	O'Neill, Brendan	3.50 hrs	\$935.00	\$3,272.50
ACH	Harmes, Andrew	2.10 hrs	\$420.00	\$882.00
WBP	Wiffen, Bradley	4.50 hrs	\$600.00	\$2,700.00
				\$6,854.50

DISBURSEMENTS

Parking/ Cab / Mileage	28.12
Copies	8.00
Meals	85.62
Conference Calls	12.56

TOTAL DISBURSEMENTS**\$134.30**

TOTAL FEES ON THIS INVOICE

\$6,854.50

HST ON FEES

891.09

NON TAXABLE DISBURSEMENTS

0.00

TAXABLE DISBURSEMENTS

134.30

Invoice #713393 -- page 3

TOTAL DISBURSEMENTS ON THIS INVOICE	\$134.30
HST ON TAXABLE DISBURSEMENT	17.46
TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$7,897.35

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GOODMANS LLP

E. & O. E.
BON /

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January 30, 2019

Deloitte Restructuring Inc.
 200 - 8 Adelaide St W
 Toronto, ON
 Canada M5H 0A9

ATTENTION: Philip J. Reynolds

OUR FILE NO. DLRS 181850

OUR INVOICE NO. 715807

GST/HST REGISTRATION NO. R119422962

Re: Ingenious Packaging Group o/a Ingenious PKG

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
 MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
12/11/18	BON	.70	Review and discuss APA re: net working capital matters; c/c with Deloitte re: same.
12/11/18	WBP	1.50	Attending on telephone call with Receiver re: working capital matters and negotiations; reviewing asset purchase agreement and preparing summary of key provisions and considerations.
12/13/18	BON	1.10	Attention to discussions with BLG and Deloitte re: next steps and approach on net working capital dispute; attention to draft letter to Stikemans.
12/13/18	WBP	3.40	Preparing letter to Buyer's counsel re: working capital adjustment; reviewing asset purchase agreement and discussion with S. Damiani re: same.
12/14/18	BON	.80	Attention to draft letter to Stikemans re: Net Working Capital matter and discussions with Deloitte and Stikemans re: same.
12/14/18	WBP	.60	Updating and finalizing letter to Buyer re: working capital matters; telephone call with S. Damiani re: same.
12/19/18	BON	.30	Attention to emails/discussions re: settlement matters.
12/19/18	WBP	.60	Telephone calls with Receiver re: working capital matters and reviewing terms of asset purchase agreement re: same.

OUR FEE

\$6,371.50

Invoice #715807 -- page 2

TKID	NAME	HOURS	RATE	TOTAL
BON	O'Neill, Brendan	2.90 hrs	\$935.00	\$2,711.50
WBP	Wiffen, Bradley	6.10 hrs	\$600.00	\$3,660.00
				\$6,371.50

TOTAL FEES ON THIS INVOICE	\$6,371.50
HST ON FEES	828.30
TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$7,199.80

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GOODMANS LLP

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Invoice #715807 -- page 3

STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

DATE	NUMBER	INVOICE AMT	TOTAL PAID/CR	BALANCE DUE
12/11/18	713393	\$7,897.35	\$0.00	\$7,897.35
TOTAL OUTSTANDING INVOICES (IN CDN)				\$7,897.35



Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

April 6, 2021

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
200 - 8 Adelaide St W
Toronto, ON
Canada M5H 0A9

ATTENTION: Philip J. Reynolds

OUR FILE NO. DLRS 181850

OUR INVOICE NO. 755821

GST/HST REGISTRATION NO. R119422962

Re: Ingenious Packaging Group o/a Ingenious PKG

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
03/17/21	WBP	.40	Discussion with S. Damiani re: case status and discharge motion.
03/19/21	WBP	.70	Reviewing Approval and Vesting Order and asset purchase agreement re: distribution matters and summary email to S. Damiani re: same.
03/23/21	WBP	1.70	Preparing form of discharge order and reviewing prior court materials re: same.

OUR FEE **\$1,988.00**

TKID	NAME	HOURS	RATE	TOTAL
WBP	Wiffen, Bradley	2.80 hrs	\$710.00	\$1,988.00
				\$1,988.00

TOTAL FEES ON THIS INVOICE \$1,988.00

HST ON FEES 258.44

TOTAL THIS INVOICE (CANADIAN DOLLARS) **\$2,246.44**

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GOODMANS LLP

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BON /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

GST Registration Number R119422962

April 22, 2021

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
200 - 8 Adelaide St W
Toronto, ON
Canada M5H 0A9

ATTENTION: Philip J. Reynolds

OUR FILE NO. DLRS 181850

OUR INVOICE NO. 756521

GST/HST REGISTRATION NO. R119422962

Re: Ingenious Packaging Group o/a Ingenious PKG

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
04/15/21	ACH	1.00	Reviewing Report of the Receiver re: Discharge Motion; drafting Affidavit re: approval of Goodmans fees.
04/15/21	WBP	2.60	Reviewing and commenting on Receiver's First Report; updating form of Discharge Order; reviewing prior Report and Orders.
04/16/21	ACH	5.00	Reviewing draft Receiver's Report and draft Discharge Order; drafting affidavit re: approval of fees; drafting Notice of Motion re: motion for Discharge Order.
04/16/21	BON	1.20	Review and comment on draft First Report of the Receiver and form of Receiver Discharge Order; internal emails/discussions re: same.
04/16/21	WBP	1.20	Discussion with Receiver re: case status and discharge motion; updating Receiver's Report and form of Order.
04/19/21	ACH	1.00	Reviewing Goodmans invoices re: confidential or privileged statements; drafting summary email re: same.
04/19/21	WBP	.50	Discussion with Receiver re: Discharge Motion and distribution matters; reviewing draft Report re: same.
04/20/21	BON	.30	Attention to emails and documents re: Discharge Order motion.
04/20/21	WBP	1.20	Reviewing and commenting on Court materials in support of Discharge

Invoice #756521 -- page 2

Date	TKID	Hours	Description
			Motion and fee approval; corresponding with Receiver re: same.
04/21/21	WBP	.40	Coordinating with Commercial List and counsel re: motion scheduling.

OUR FEE**\$9,856.50**

TKID	NAME	HOURS	RATE	TOTAL
BON	O'Neill, Brendan	1.50 hrs	\$1,025.00	\$1,537.50
WBP	Wiffen, Bradley	5.90 hrs	\$710.00	\$4,189.00
ACH	Harmes, Andrew	7.00 hrs	\$590.00	\$4,130.00
				\$9,856.50

TOTAL FEES ON THIS INVOICE

\$9,856.50

HST ON FEES

1,281.35

TOTAL THIS INVOICE (CANADIAN DOLLARS)**\$11,137.85**

Invoice #756521 -- page 3

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GOODMANS LLP

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BON /

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THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF BRADLEY WIFFEN
SWORN BEFORE ME OVER VIDEOCONFERENCE,
THIS 28TH DAY OF APRIL, 2021.



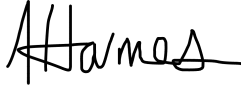
A Commissioner for Taking Affidavits

Receivership Proceedings of 1100225 B.C. Unlimited Liability Company (formerly Ingenious Packaging Group)

Summary of Goodmans LLP Accounts for the Applicable Period

Date of Account	Billing Period	Fees	Costs	Taxes	Total
August 2, 2018	July 24, 2018 to August 1, 2018	\$39,223.50	\$261.98	\$5,133.12	\$44,618.60
December 11, 2018	July 26, 2018 to December 4, 2018	\$6,854.50	\$18.39	\$893.48	\$7,766.37
January 30, 2019	December 11, 2018 to December 19, 2018	\$6,371.50	\$0.00	\$828.30	\$7,199.80
April 6, 2021	March 17, 2021 to March 23, 2021	\$1,988.00	\$0.00	\$258.44	\$2,246.44
April 22, 2021	April 15, 2021 to April 21, 2021	\$9,856.50	\$0.00	\$1,281.35	\$11,137.85
	TOTAL	\$64,294.00	\$280.37	\$8,394.69	\$72,969.06

**THIS IS EXHIBIT "C"
TO THE AFFIDAVIT OF BRADLEY WIFFEN
SWORN BEFORE ME OVER VIDEOCONFERENCE,
THIS 28TH DAY OF APRIL, 2021.**

A handwritten signature in black ink, appearing to read "Attamas". The signature is written in a cursive style with a horizontal line extending from the end.

A Commissioner for Taking Affidavits

**Receivership Proceedings of 1100225 B.C. Unlimited Liability Company
(formerly Ingenious Packaging Group)**

Summary of Activity by Goodmans LLP Professionals

Professional	Year of Call	Hourly Rate	Total Hours
Bradley Wiffen	2013	\$610.85	49.5
Andrew Harmes	2017	\$464.91	26.5
Brendan O'Neill	2000	\$941.31	21.4
Kenneth Saddington	2011	\$675.00	1.0
Glenn S. Ernst	1990	\$1,030.00	0.7
Joe Conforti	1987	\$985.00	0.2
Total Hours			99.3
2018 to 2021 Blended Rate (excluding expenses, disbursements, and HST) (\$ / Hours)			\$647.47

BANK OF MONTREAL

-and-

**1100225 B.C. UNLIMITED LIABILITY COMPANY
(formerly INGENIOUS PACKAGING GROUP ULC)**

Applicant

Respondent

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

PROCEEDING COMMENCED AT
TORONTO

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

GOODMANS LLP

Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7
Tel: (416) 979-2211
Fax: (416) 979-1234

Brendan O'Neill (LSO#: 43331J)
boneill@goodmans.ca

Bradley Wiffen (LSO#: 64279L)
bwiffen@goodmans.ca

Andrew Harmes (LSO#: 73221A)
aharmes@goodmans.ca

Lawyers for Deloitte Restructuring Inc., in its capacity as Court-
appointed Receiver

APPLICATION PURSUANT TO 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

Court File No.: CV-18-601960-00CL

BANK OF MONTREAL
Applicant

- and -

1100225 B.C. UNLIMITED LIABILITY COMPANY (formerly INGENIOUS PACKAGING GROUP ULC)
Respondent

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

Proceeding commenced at Toronto

**MOTION RECORD OF THE RECEIVER
(Returnable May 12, 2021)**

GOODMANS LLP

Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Brendan O'Neill LSO#: 43331J
boneill@goodmans.ca

Bradley Wiffen LSO#: 64279L
bwiffen@goodmans.ca

Andrew Harmes LSO#: 73221A
aharmes@goodmans.ca

Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for Deloitte Restructuring Inc., in its capacity
as court-appointed Receiver