

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS
INC.

Respondents

MOTION RECORD OF THE RECEIVER

Returnable August 25, 2023

August 15, 2023

HARRISON PENZA LLP

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Deloitte Restructuring Inc.

TO SERVICE LIST

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

B E T W E E N :

THE TORONTO-DOMINION BANK

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**INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS
INC.**

Respondents

SERVICE LIST

As of August 15, 2023	
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Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS
INC.

Respondents

**NOTICE OF MOTION
(returnable August 25, 2023)**

Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as Court-appointed receiver (the "**Receiver**") appointed pursuant to the Order of the Honourable Justice Steele dated May 26, 2023 (the "**Appointment Order**") of the Property, as defined in the Appointment Order, of Injection Technologies Inc. ("**ITI**"), Moldco Plastics Inc. ("**Plastics**"), and Moldco Holdings Inc. ("**Holdings**") (collectively, the "**Debtors**"), will make a Motion to a Judge presiding over the Commercial List.

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

- ☐ In writing under subrule 37.12.1 (1) because it is on consent;
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

at the following location:

On August 25, 2023 at 10:30 a.m., or as soon after that time as the Motion can be heard by judicial teleconference via Zoom at Toronto, Ontario.

THE MOTION IS FOR:

1. An Approval and Vesting Order, substantially in the form attached hereto at Schedule “A”, *inter alia*, approving the transaction (the “**Aarkel Transaction**”) contemplated by the Asset Purchase Agreement between Aarkel Testing Technologies Inc. (“**Aarkel**”) and the Receiver dated July 28, 2023 and appended to the Receiver’s First Report as Confidential Appendix “3” (the “**Aarkel Sale Agreement**”), together with any further amendments thereto deemed necessary by the Receiver, for the sale of the Purchased Assets (as defined in the Aarkel Sale Agreement, hereinafter, the “**Aarkel Purchased Assets**”) and vesting all of the right, title and interest in and to the Aarkel Purchased Assets of the Debtors absolutely in Aarkel free and clear of and from any any security, charge or other encumbrance;
2. An Approval and Vesting Order, substantially in the form attached hereto at Schedule “B”, *inter alia*, approving the transaction (the “**Auctioneer Transaction**”) contemplated by the Auction Services Agreement between Corporate Assets Inc. (the “**Auctioneer**”) and the Receiver dated August 4, 2023 and appended to the Receiver’s First Report as Confidential Appendix “4” (the “**Auctioneer Sale Agreement**”), together with any further amendments thereto deemed necessary by the Receiver, for the sale of the Purchased Assets (as defined in the Auctioneer Sale Agreement, hereinafter the “**Auctioneer Purchased Assets**”) and vesting all of the right, title and interest in and to the Auctioneer Purchased Assets of the Debtors absolutely in the Auctioneer free and clear of and from any any security, charge or other encumbrance, and further, if necessary and upon delivery of a receipt for payment in full by the Auctioneer to each of the purchasers at the Sale (as defined in the Auctioneer Sale Agreement), *inter alia*, vesting all of the right, title and interest in and to the Additional Assets (as defined in the Auctioneer Sale Agreement) sold at the Sale absolutely in each purchaser free and clear of and from any security, charge or other restriction;
3. An Ancillary Order, substantially in the form attached hereto at Schedule “C”, *inter alia*:
 - a. That the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable today and dispensing with further service and confirmation thereof;

- b. Approving the First Report of the Receiver dated August 15, 2023 (the “**First Report**”), and the activities and conduct of the Receiver set out therein;
 - c. Approving the Receiver’s Statement of Receipts and Disbursements for the period May 26, 2023 to July 31, 2023; and,
 - d. Sealing the Confidential Appendices to the First Report (the “Confidential Appendices”) until the completion of the Aarkel Transaction and the Auctioneer Transaction, or until a further order of this Court,
4. The costs of this motion on a substantial indemnity basis, if opposed; and,
5. Such further and other relief as counsel may request and this honourable court may permit.

THE GROUNDS FOR THE MOTION ARE:

The Debtor and the Appointment of the Receiver

1. ITI is a British Columbia company registered in Ontario, and carried on business as an integrated mold testing, evaluation and certification company for commercial testing and tryout of new and refurbished injection molds and thermoplastics and a producer of plastic molded injection parts from several leased locations in Windsor, Ontario and Kitchener, Ontario, including the following:
 - a. A 48,000 square foot facility at the address municipally known as 4350 Industrial Drive, Windsor, Ontario (the “**Windsor Plant**”);
 - b. An offsite warehouse at the address municipally known as 2051 Ambassador Drive, Windsor, Ontario (the “**Windsor Warehouse**”); and,
 - c. A 67,000 square foot plant at the address municipally known as 41 Ardelet Place, Kitchener, Ontario (the “**Kitchener Plant**”).
2. Plastics is a British Columbia corporation, originally incorporated in Ontario on June 20, 2013 as “Moldco Inc.” and continued in British Columbia as of January 29, 2021 under its current name. Plastics carried on business as a provider of plastic and metal molding injection services. It operated out of the Kitchener Plant, and an offsite warehouse at the

address municipally known as 965 Wilson Ave, Kitchener, Ontario (the “**Kitchener Warehouse**”);

3. Holdings is a British Columbia corporation, originally incorporated in Ontario on July 15, 2014 as “2426496 Ontario Inc.” and continued in British Columbia as of January 29, 2021 under its current name. Holdings is a holding company set up to hold certain of the equipment used by Plastics but, otherwise, has no operations or employees.
4. The Applicant, The Toronto-Dominion Bank (the “**Bank**”), provided certain credit facilities to each of the Debtors.
5. The Bank is a secured creditor of the Debtors, and the Debtors were indebted to the Bank in a sum exceeding CAD\$13.0 million and USD\$1.9 million as at May 1, 2023. The Receiver has an opinion from its independent counsel that the security held by the Bank is valid and enforceable, subject to the standard assumptions and qualifications.
6. On May 26, 2023, the Bank applied for and obtained the Appointment Order, appointing Deloitte as court-appointed receiver of the Property (as defined in the Appointment Order) of the Debtors.
7. The Receiver has continued to operate the business of ITI and Plastics in a limited manner from the Windsor Plant and the Kitchener Plant, respectively, following the Appointment Order, as set out in the First Report.

The Sale Process, Aarkel Sale Agreement, and Auctioneer Sale Agreement

8. Subsequent to its appointment, the Receiver commenced a sale process (the “**Sale Process**”) for the assets and businesses of the Debtors, the particulars of which are as follows:
 - a. Prepared list of potential purchasers, and provided such parties with relevant information, non-disclosure agreements, marketing teaser, and access to a secure electronic data room (the “**Data Room**”);
 - b. Arranged for third-party inspection of the Debtors’ assets and prepared an equipment list for potential purchasers;

- c. Coordinated site visits for potential purchasers to the Windsor Plant, Kitchener Plant, and Windsor Warehouse;
 - d. Advertised in relevant industry publications;
 - e. Posted detailed sale process timeline, template bid forms, and detailed descriptions of assets in Data Room;
 - f. Set a Bid Deadline (the “**Bid Deadline**”) of July 11, 2023 for submission of bids from potential purchasers.
9. In total, 97 potential purchasers were identified by the Receiver. Of those 97 parties, 38 executed a non-disclosure agreement and were granted access to the Data Room. Of those 38 parties, 15 conducted site visits and tours of the Debtors’ premises in Windsor and Kitchener. Of those 15 parties, 15 parties (7 going concern purchasers and 8 auctioneers) submitted offers by the Bid Deadline.
10. At the Bid Deadline, the Receiver reviewed all bids received and selected certain viable bids for shortlisting (the “**Shortlisted Bids**”) and engaged in further discussions with each relevant bidder (the “**Shortlisted Bidders**”).
11. The Receiver set a second bid deadline of July 18, 2023 for all Shortlisted Bidders to resubmit amended bids. Six (6) Shortlisted Bidders submitted amended bids by the second deadline.
12. Included in the First Report as Confidential Appendices “1” and “2”, in relation to which the Receiver seeks a Sealing Order, are summaries of all offers and proposals received through the Sale Process.
13. After reviewing all Shortlisted Bids received through the Sales Process, the Receiver determined that the Aarkel Sale Agreement with the Purchaser and the Auctioneer Sale Agreement with the Auctioneer would result in the best and highest recovery for the stakeholders of the Debtors’ estate, and would result in the sale of substantially all of the assets of the Debtors.

14. The Aarkel Sale Agreement contemplates the going concern sale of the Debtors' business operating from the Windsor Plant, as well as the majority of the Debtors' assets located in the Windsor Plant and Windsor Warehouse.
15. As no commercially viable bids were received for a going-concern sale of the Debtors' business operating from the Kitchener Plant, the Auctioneer Sale Agreement contemplates the sale to the Auctioneer of all of the Debtors' assets located in the Kitchener Plant and Kitchener Warehouse, as well as certain residual assets located in Windsor.
16. The Auctioneer intends to sell the Auctioneer Purchased Assets at auction subsequent to the closing of the Auctioneer Sale Agreement, and remit a certain percentage of the proceeds of such an auction to the Receiver. The Auctioneer may also sell Additional Assets (as defined in the Auctioneer Sale Agreement) as the Receiver's agent in any such auction.
17. Each of the Aarkel Sale Agreement and the Auctioneer Sale Agreement are subject to Court Approval of same, and the issuance of the Approval and Vesting Orders sought herein.

Aarkel Sale Agreement

18. The details of the Aarkel Sale Agreement are provided in the First Report. The Receiver recommends the approval and completion of the Aarkel Sale Agreement for the following reasons, as it:
 - a. the Sale Process was authorized by the Court pursuant to section 3(j) of the Appointment Order;
 - b. Follows a fair, transparent and commercially reasonable Sale Process which effectively canvassed the market for such assets, and resulted in interest from a high number of potential purchasers;
 - c. Is an offer for the majority of the Debtors' assets in its Windsor locations, as well as related intellectual property;
 - d. Provides certainty as to realizations, subject to the terms of the Aarkel Sale Agreement;

- e. Aarkel intends to continue certain parts of the Debtors' business from the Windsor Plant, and will make offers of employment to certain of the Debtors' employees on terms substantially similar to those existing as of the closing date;
- f. Allows the Receiver to eliminate ongoing operational and occupational costs in relation to the Windsor Plant;
- g. Is the highest and best value for the Aarkel Purchased Assets in the circumstances; and,
- h. The Aarkel Sale Agreement is supported by the Bank.

19. As noted in the First Report, the Aarkel Sale Agreement contemplates the sale of the BMO Unit (as defined in the First Report), which is subject to the **valid** security interest of the Bank of Montreal ("**BMO**"). BMO is also supportive of the Aarkel Sale Agreement.

Auctioneer Sale Agreement

20. The details of the Auctioneer Sale Agreement are provided in the First Report. The Receiver recommends the approval and completion of the Auctioneer Sale Agreement for the following reasons, as it:

- a. the Sale Process was authorized by the Court pursuant to section 3(j) of the Appointment Order;
- b. Follows a fair, transparent and commercially reasonable Sale Process which effectively canvassed the market for such assets, and resulted in interest from a high number of potential purchasers;
- c. Is an offer for the majority of the Debtors' assets in its Kitchener locations, as well as certain residual assets located in Windsor;
- d. Includes a net minimum guaranteed amount ("**NMG**") to be paid to the Receiver, which is commercially reasonable, and the Receiver is entitled to a percentage of the proceeds of any subsequent Sale (as defined in the Auctioneer Sale Agreement) exceeding the NMG;
- e. No commercially reasonable offers were received by the Receiver for a going concern purchase of the Debtors' Kitchener operations;

- f. The Auctioneer is highly experienced in the relevant marketplace;
 - g. Allows the Receiver to eliminate ongoing operational and occupational costs in relation to the Kitchener Plant;
 - h. Will result in the highest and best value for the Auctioneer Purchased Assets and any Additional Assets in the circumstances; and,
 - i. The Auctioneer Sale Agreement is supported by the Bank.
21. It is the Receiver's position that the Sale Process was thorough, impartial and a fair sales process that fully exposed the Property and tested the market. The Aarkel Sale Agreement and Auctioneer Sale Agreement represent commercially reasonable transactions which will maximize the recovery from the sale of Property and is in the best interests of all stakeholders.

Sealing Order

22. Until such time as the respective Aarkel and/or Auctioneer Transactions are complete, or until further order of this Court, the Receiver is of the view that the information and documentation contained in the Confidential Appendices should be sealed in order to avoid the negative impact that the dissemination of the confidential information contained therein would have.
23. The Receiver states that its actions, as outlined in the First Report, should be approved by this Honourable Court.
24. Section 243 of the *BIA*.
25. Sections 100 and 137(2) of the *Courts of Justice Act*.
26. Rules 2, 3, 37, 38, and 60.10 of the *Rules of Civil Procedure*.
27. The grounds as detailed in the First Report.
28. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Appointment Order;
2. The First Report of the Receiver dated August 15, 2023, and the Appendices thereto;
and,
3. Such materials as counsel may advise and this Honourable Court may permit.

August 15, 2023

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Solicitors for the Receiver,
Deloitte Restructuring Inc.

To: Service List

SCHEDULE A-1

Revised: January 21, 2014

Court File No. CV-23-00699663-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~FRIDAY, THE #~~25~~th
JUSTICE)
) DAY OF ~~MONTH~~AUGUST, ~~20~~YR2023

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B E T W E E N:

THE TORONTO-DOMINION BANK

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Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents ~~PLAINTIFF~~

Plaintiff

-and-

~~DEFENDANT~~

Defendant

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~{RECEIVER'S NAME}~~Deloitte Restructuring Inc. in its capacity
as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of
Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. ~~{DEBTOR}~~
(collectively, the "Debtors") appointed pursuant to the Order of Justice Steele dated May 26, 2023

~~DOCSTOR-1201927114~~

~~(the "Appointment Order")~~, for an order approving the sale transaction (the "Transaction") contemplated by an ~~agreement of purchase and sale~~ Asset Purchase Agreement (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER] Corporate Assets Inc. AarKel~~ AarKel Testing Technologies Inc. (the "Purchaser") dated July 28, 2023 and appended to the Report of the Receiver dated ~~[DATE]~~ August 15, 2023 (the "Report"), and vesting in the Purchaser the ~~Debtor's~~ Debtors' right, title and interest in and to the ~~assets~~ Purchased Assets as defined and described in the Sale Agreement (the "Purchased Assets"), was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed¹:

1. THIS COURT ORDERS that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the Sale Agreement.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.

3. THIS COURT ORDERS that ~~t~~ The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

¹ This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

² In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.

³ In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.

4. 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 Debtors'~~ right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~and listed on Schedule B hereto~~⁴ 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"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ~~Order of the Honourable Justice [NAME] Steele dated [DATE] May 26, 2023 Appointment Order~~; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule ~~DC~~) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

~~2.5.~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁶ 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

⁴ To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

⁶ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

same priority as they had with respect to the Purchased Assets immediately prior to the sale⁷, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

3-7. THIS COURT ORDERS that, notwithstanding:

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

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 Debtors and shall not be void or voidable by creditors of the Debtors, 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.

~~4. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

8. 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

⁷This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

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.

9. 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.

5-10. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing.

Justice, Ontario Superior Court of Justice
Commercial List

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Revised: January 21, 2014

Schedule A – Form of Receiver’s Certificate

Court File No. CV-23-00699663-00CL

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

~~B E T W E E N:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~—and—~~

~~DEFENDANT~~

~~Defendant~~

RECEIVER’S CERTIFICATE

RECITALS

~~DOCSTOR-1201927114~~

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Justice Steele of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~May 26, 2023, ~~[NAME OF RECEIVER]~~Deloitte Restructuring Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively, the "Debtors")~~[DEBTOR]~~ (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~August 4July 28, 2023 (the "Sale Agreement") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~Corporate AssetsAarkKel Testing Technologies Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the ~~Debtor's Debtors'~~ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section 4 of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

- 2 -

~~[NAME OF RECEIVER]~~Deloitte
Restructuring Inc., in its capacity as Receiver
of the undertaking, property and assets of
Injection Technologies Inc., Moldco Plastics
Inc., and Moldco Holdings Inc.~~[DEBTOR]~~,
and not in its personal or corporate capacity

Per:

Name:

Title:

Revised: January 21, 2014

Schedule B – Purchased Assets

All assets of the Debtors listed at Section 2.01 of the Sale Agreement.

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Revised: January 21, 2014

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

DOCSTOR: 1201927/14

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

~~(unaffected by the Vesting Order)~~**unaffected by the Vesting Order**

~~Financing statements in favour of De Lage Landen Financial Services Canada Inc. pertaining to forklifts
that Purchaser has agreed to assume as Assumed Contracts (all located at Windsor Plant), all as defined
and described in the Sale Agreement.~~

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THE TORONTO-DOMINION BANK

v.

INJECTION TECHNOLOGIES INC., et al.

Applicant

Respondents

Court File No. CV-23-00699663-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

HARRISON PENZA ^{LLP}

Barristers & Solicitors

130 Dufferin Avenue, Suite 1101

London, Ontario N6A 5R2

Timothy C. Hogan (LSO #36553S)

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Email: thogan@harrisonpensa.com
rdanter@harrisonpensa.com

Lawyers for the Receiver,
Deloitte Restructuring Inc.

SCHEDULE A-2

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	FRIDAY, THE 25 th
)	
JUSTICE)	DAY OF AUGUST, 2023

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents

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 Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively, the "Debtors") appointed pursuant to the Order of Justice Steele dated May 26, 2023 (the "Appointment Order"), for an order approving the sale transaction (the "Transaction") contemplated by an Asset Purchase Agreement (the "Sale Agreement") between the Receiver and AarKel Testing Technologies Inc. (the "Purchaser") dated July 28, 2023 and appended to the Report of the Receiver dated August 15, 2023 (the "Report"), and vesting in the Purchaser the Debtors' right, title and interest in and to the Purchased Assets as defined and described in the Sale Agreement (the "Purchased Assets"), was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

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

1. THIS COURT ORDERS that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the Sale Agreement.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.
3. THIS COURT ORDERS that the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
4. 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 Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto 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 Appointment Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule C) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead

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

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

7. THIS COURT ORDERS that, notwithstanding:

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

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 Debtors and shall not be void or voidable by creditors of the Debtors, 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.

8. 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.

9. 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.

10. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing.

Justice, Ontario Superior Court of Justice
Commercial List

Schedule A – Form of Receiver’s Certificate

Court File No. CV-23-00699663-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (the "Court") dated May 26, 2023, Deloitte Restructuring Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively, the "Debtors").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of July 28, 2023 (the "Sale Agreement") between the Receiver and AarKel Testing Technologies Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

Deloitte Restructuring Inc., in its capacity as Receiver of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc., and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

All assets of the Debtors listed at Section 2.01 of the Sale Agreement.

Schedule C – Permitted Encumbrances unaffected by the Vesting Order

Financing statements in favour of De Lage Landen Financial Services Canada Inc. pertaining to forklifts that Purchaser has agreed to assume as Assumed Contracts (all located at Windsor Plant), as defined and described in the Sale Agreement.

THE TORONTO-DOMINION BANK

v.

INJECTION TECHNOLOGIES INC., et al.

Applicant

Respondents

Court File No. CV-23-00699663-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

HARRISON PENZA ^{LLP}

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Timothy C. Hogan (LSO #36553S)
Robert Danter (LSO #69806O)

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Email: thogan@harrisonpensa.com
rdanter@harrisonpensa.com

Lawyers for the Receiver,
Deloitte Restructuring Inc.

SCHEDULE B-1

Revised: January 21, 2014

Court File No. CV-23-00699663-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~FRIDAY, THE #~~25~~th
JUSTICE)
) DAY OF ~~MONTH~~AUGUST, ~~20YR~~2023

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B E T W E E N:

THE TORONTO-DOMINION BANK

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Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents ~~PLAINTIFF~~

Plaintiff

-and-

~~DEFENDANT~~

Defendant

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~{RECEIVER'S NAME}~~Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. ~~{DEBTOR}~~ (collectively, the "Debtors") appointed pursuant to the Order of Justice Steele dated May 26, 2023

~~DOCSTOR-1201927114~~

(the "Appointment Order"), for an order approving the sale transaction (the "Transaction") contemplated by an ~~agreement of purchase and sale~~Auction Services Agreement (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~Corporate Assets Inc. (the "Purchaser") dated ~~[DATE]~~August 4, 2023 and appended to the Report of the Receiver dated ~~[DATE]~~August 15, 2023 (the "Report"), and vesting in the Purchaser the ~~Debtor's~~Debtors' right, title and interest in and to the ~~assets~~Purchased Assets as defined and described in the Sale Agreement (the "Purchased Assets"), and also vesting in the purchasers at the Sale, as defined and described in the Sale Agreement (the "Additional Asset Purchasers"), the Debtor's right, title and interest in and to the Additional Assets (as defined and described in the Sale Agreement) (the "Additional Assets"), was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed¹:

1. THIS COURT ORDERS that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the Sale Agreement.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.

3. THIS COURT ORDERS AND DECLARES that (The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary

¹-This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

²-In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.

³-In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.

or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. 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 Debtors'~~ right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~and listed on Schedule B hereto~~⁴ 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"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ~~Order of the Honourable Justice [NAME] Steele dated [DATE] May 26, 2023~~ Appointment Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances", ~~which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D~~) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

2.5. THIS COURT ORDERS AND DECLARES that upon the delivery of a receipt for payment in full by the Purchaser to each of the respective Additional Asset Purchasers, all of the Debtors' right, title and interest in and to each of the Additional Assets so purchased shall vest absolutely in the respective Additional Asset 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

⁴To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

⁵The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

~~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") Claims, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated May 26, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"), any and all Encumbrances, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Auction Additional Assets are hereby expunged and discharged as against the Auction Additional Assets.~~

~~3. — THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

4.6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ 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 sale⁸, 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.

⁶Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

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

~~5.8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Additional Assets shall stand in the place and stead of the Additional Assets, and that following the completion of the Sale, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Additional Assets with the same priority as they had with respect to the Additional Assets immediately prior to the sale, as if the Additional Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.~~

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(e) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

7.9. 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 any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Debtors;

the vesting of the Purchased Assets in the Purchaser, and of the Additional Assets in the Additional Asset Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors,

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.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

10. 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.

11. 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.

12. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing.

Justice, Ontario Superior Court of Justice

Commercial List

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Revised: January 21, 2014

Schedule A – Form of Receiver’s Certificate

Court File No. CV-23-00699663-00CL

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

~~B E T W E E N:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~—and—~~

~~DEFENDANT~~

~~Defendant~~

RECEIVER’S CERTIFICATE

RECITALS

~~DOCSTOR-1201927114~~

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Steele of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~ May 26, 2023, ~~[NAME OF RECEIVER]~~ Deloitte Restructuring Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively, the "Debtors") ~~[DEBTOR]~~ (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~ August 4, 2023 (the "Sale Agreement") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ Corporate Assets Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section • of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

- 2 -

[NAME OF RECEIVER] Deloitte Restructuring Inc., in its capacity as Receiver of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. ~~[DEBTOR]~~, and not in its personal or corporate capacity

Per: _____

Name:

Title:

Revised: January 21, 2014

Schedule B – Purchased Assets

All assets of the Debtor listed at Schedule “A” to the Sale Agreement, with the exception of the Additional Assets listed at Lots 2-76 and 2-77 at Schedule “A” to the Sale Agreement.

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Revised: January 21, 2014

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

DOCSTOR: 1201927/14

~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)~~

THE TORONTO-DOMINION BANK

v.

INJECTION TECHNOLOGIES INC., et al.

Applicant

Respondents

Court File No. CV-23-00699663-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

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Lawyers for the Receiver,
Deloitte Restructuring Inc.

SCHEDULE B-2

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	FRIDAY, THE 25 th
)	
JUSTICE)	DAY OF AUGUST, 2023

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents

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 Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively, the "Debtors") appointed pursuant to the Order of Justice Steele dated May 26, 2023 (the "Appointment Order"), for an order approving the sale transaction (the "Transaction") contemplated by an Auction Services Agreement (the "Sale Agreement") between the Receiver and Corporate Assets Inc. (the "Purchaser") dated August 4, 2023 and appended to the Report of the Receiver dated August 15, 2023 (the "Report"), and vesting in the Purchaser the Debtors' right, title and interest in and to the Purchased Assets as defined and described in the Sale Agreement (the "Purchased Assets"), and also vesting in the purchasers at the Sale, as defined and described in the Sale Agreement (the "Additional Asset Purchasers"), the Debtors' right, title and interest in and to the Additional Assets

(as defined and described in the Sale Agreement) (the "Additional Assets"), was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

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

1. THIS COURT ORDERS that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the Sale Agreement.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.
3. THIS COURT ORDERS that the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
4. 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 Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto 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 Appointment Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS AND DECLARES that upon the delivery of a receipt for payment in full by the Purchaser to each of the respective Additional Asset Purchasers, all of the Debtors' right, title and interest in and to each of the Additional Assets so purchased shall vest absolutely in the respective Additional Asset Purchaser, free and clear of and from any and all Claims, including, without limiting the generality of the foregoing, any and all Encumbrances, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Additional Assets are hereby expunged and discharged as against the Additional 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.

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 for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Additional Assets shall stand in the place and stead of the Additional Assets, and that following the completion of the Sale, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Additional Assets with the same priority as they had with respect to the Additional Assets immediately prior to the sale, as if the Additional 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.

9. 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 any of the Debtors and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of any of the Debtors;

the vesting of the Purchased Assets in the Purchaser, and of the Additional Assets in the Additional Asset Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, 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.

10. 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.

11. 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.

12. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing.

Justice, Ontario Superior Court of Justice

Commercial List

Schedule A – Form of Receiver’s Certificate

Court File No. CV-23-00699663-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (the "Court") dated May 26, 2023, Deloitte Restructuring Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively, the "Debtors").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of August 4, 2023 (the "Sale Agreement") between the Receiver and Corporate Assets Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

Deloitte Restructuring Inc., in its capacity as Receiver of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc., and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

All assets of the Debtor listed at Schedule “A” to the Sale Agreement, with the exception of the Additional Assets listed at Lots 2-76 and 2-77 at Schedule “A” to the Sale Agreement.

THE TORONTO-DOMINION BANK

v.

INJECTION TECHNOLOGIES INC., et al.

Applicant

Respondents

Court File No. CV-23-00699663-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

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Lawyers for the Receiver,
Deloitte Restructuring Inc.

SCHEDULE C

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

FRIDAY, THE 25th

JUSTICE

)

DAY OF AUGUST, 2023

)

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO
HOLDINGS INC.

Respondents

ANCILLARY 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 Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively, the "Debtors"), appointed pursuant to the Order of the Honourable Justice Steele dated May 26, 2023, for an order:

1. That the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable today and hereby dispenses with further service and confirmation hereof;
2. Approving the Receiver's First Report to the Court dated August 15, 2023 (the "First Report") and the activities and conduct of the Receiver as detailed therein;

3. Approving the Receiver's Statement of Receipts and Disbursements for the period May 26, 2023 to July 31, 2023 as outlined in the First Report (the "Statement of Receipts and Disbursements");

4. Sealing the Confidential Appendices to the First Report (the "Confidential Appendices") until the completion of the AarKel Transaction and the Auctioneer Transaction (as defined in the First Report), or until further Order of this Court;

5. Such further and other relief as counsel may request and this honourable court may permit,

was heard this day by judicial teleconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver and all other counsel and parties present, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of [] sworn [], filed;

1. THIS COURT ORDERS that the time for service, filing and confirmation of the Notice of Motion and the Motion Record be and is abridged so that this motion is properly returnable today and hereby dispenses with further service and confirmation hereof.

2. THIS COURT ORDERS that the First Report, and the activities and conduct of the Receiver as detailed therein, be and are approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. THIS COURT ORDERS that the Statement of Receipts and Disbursements be and is approved.

4. THIS COURT ORDERS that the Confidential Appendices be and are sealed until the completion of the AarKel Transaction and the Auctioneer Transaction, or until further Order of this Court.

Justice, Ontario Superior Court of Justice

(Commercial List)

THE TORONTO-DOMINION BANK

v.

INJECTION TECHNOLOGIES INC., et al.

Applicant

Respondents

Court File No. CV-23-00699663-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

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Lawyers for the Receiver,
Deloitte Restructuring Inc.

THE TORONTO-DOMINION BANK

v.

INJECTION TECHNOLOGIES INC., et al.

Applicant

Respondents

Court File No. CV-23-00699663-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

NOTICE OF MOTION

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Lawyers for the Receiver,
Deloitte Restructuring Inc.

Tab 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

**INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC.,
AND MOLDCO HOLDINGS INC.**

Respondents

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS THE RECEIVER AND MANAGER
DATED AUGUST 15, 2023**

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APPENDICES

APPENDIX	DESCRIPTION
A	Pre-Filing Report of the Proposed Receiver dated May 19, 2023
B	Receivership Appointment Order dated May 26, 2023
C	Endorsement of Justice Steele dated May 26, 2023
D	Asset Purchase Agreement between AarKel Testing Technologies Inc. and Deloitte Restructuring Inc. dated July 28, 2023 – Redacted Version
E	Asset Purchase Agreement between Corporate Assets Inc. and Deloitte Restructuring Inc. dated August 4, 2023 – Redacted Version
F	Receiver's Statement of Receipts and Disbursements

CONFIDENTIAL APPENDICES

CONFIDENTIAL APPENDIX	DESCRIPTION
1	Comparative Summary of Offers from Going Concern Purchasers
2	Comparative Summary of Auction Proposals
3	Asset Purchase Agreement between AarKel Testing Technologies Inc. and Deloitte Restructuring Inc. dated July 28, 2023 – Unredacted Version
4	Asset Purchase Agreement between Corporate Assets Inc. and Deloitte Restructuring Inc. dated August 4, 2023 – Unredacted Version

INTRODUCTION

1. The Toronto-Dominion Bank (“**TD**” or the “**Bank**”) brought an application returnable May 26, 2023 before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (the “**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, of the assets, undertakings and properties (collectively, the “**Property**”) of Injection Technologies Inc. (“**ITI**”), Moldco Plastics Inc. (“**MPI**”), and Moldco Holdings Inc. (“**Moldco Holdings**”, and together with ITI and MPI, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors.
2. ITI and MPI operated as injection molded plastic parts manufacturers from two facilities located in Windsor and Kitchener. Moldco Holdings is the owner of certain equipment used in the operations in Kitchener. Historically, production focused on automotive customers and later expanded into consumer and medical instrument products made in the Kitchener location.
3. The Windsor operations also include a longstanding tryouts/trials (“**Tryouts**”) business from which customers use equipment and personnel at the Windsor Facility (defined below) to test molds prior to the completion of molds and release for mass production of parts.
4. TD is the senior secured lender to the Debtors pursuant to credit, loan, and equipment lease agreements (the “**TD Loan Agreements**”) granted by TD (the “**TD Indebtedness**”) and was owed in excess of Cdn \$13.0 million and US \$1.9 million as at May 1, 2023. This amount excludes all legal costs, disbursements, and accrued interest.
5. In February 2023, Deloitte was retained as financial advisor to TD to, among other things, review the Debtors’ current operations, financial position, and business viability.
6. On May 19, 2023, 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 Debtors’ financial affairs, creditors and Property, and (ii) summarizing the Proposed Receiver’s suggested marketing process for the sale of the Debtors’ assets and operations (the “**Sale Process**”). A copy of the Pre-Filing Report is attached hereto as **Appendix “A”**.
7. On May 26, 2023, the Court issued an order (the “**Receivership Order**”) appointing Deloitte as the Receiver of the Property. Copies of the Receivership Order and the Endorsement of Justice Steele are attached hereto as **Appendix “B”** and **Appendix “C”**, respectively.

8. Copies of the Receivership Order, together with other Court documents, Receiver's reports and stakeholder notices with respect to this matter are available on the Receiver's website at www.insolvencies.deloitte.ca/en-ca/InjectionTechnologies.
9. Section 3(j) of the Receivership Order authorized the Receiver to market by way of the Sale Process 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, including in accordance with the processes of disposition as described and proposed in the Pre-Filing Report.
10. Further, section 3(k)(i) of the Receivership Order authorized the Receiver to sell, convey, transfer, lease or assign the Property or parts of the Property out of the ordinary course of business, without the approval of this Court in respect of any transaction not exceeding \$1,000,000, provided that the aggregate consideration for all such transactions does not exceed \$5,000,000, all before applicable taxes.
11. This first report of the Receiver (the "**First Report**") is filed in connection with the Receiver's motion to, among other things:
 - (a) provide the Court with additional information in respect of the Debtors and the Property;
 - (b) provide the Court with an evidentiary basis to make Orders:
 - (i) approving this First Report¹ and the activities of the Receiver, including steps taken in dealing with the Property, as described in this First Report, including, without limitation, the steps taken by the Receiver relating to the Sale Process (as defined below), collection of accounts receivable, realizations derived from continued production and Tryouts revenue, employee matters, and communications with equipment lessors and landlords;
 - (ii) approving the sale transaction (the "**AarKel Transaction**") to be effected through an asset purchase agreement dated and executed on July 28, 2023 (the "**AarKel APA**") between the Receiver and AarKel Testing Technologies Inc. ("**AarKel**"), a newly incorporated subsidiary of Zynik Manufacturing Group, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, for the sale of certain of the Property located at the Debtors' premises in Windsor, Ontario (the "**Windsor Property**") as described in the AarKel APA and the

¹ Noting that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way any approval of the First Report, if granted by the Court

schedules thereto, and vesting the Debtors' right, title and interest in the Windsor Property, and authorizing and directing the Receiver to carry out the terms of the AarKel APA;

- (iii) authorizing and directing the Receiver to enter into and carry out the terms of the Auction Services Agreement between the Receiver and Corporate Assets Inc. (the "**Auctioneer**") dated August 4, 2023 (the "**Auction Agreement**"), together with any further amendments thereto deemed necessary by the Receiver in its sole discretion, and vesting the right, title and interest of the Receiver and the Debtors in and to certain of the Property listed in Schedule A to the Auction Agreement comprising substantially all of the machinery and equipment located at the Debtors' premises at the Kitchener Plant (defined below) and certain residual assets located at the Windsor Plant (defined below) (the "**Auctioneer Purchased Assets**"), in and to the Auctioneer upon closing of the sale transaction under the Auction Agreement (the "**Auction Transaction**");
- (iv) authorizing and directing the Receiver to enter into negotiations to sell the Property to any other party identified through the Sale Process or otherwise if the AarKel APA and/or the Auction Agreement are terminated;
- (v) temporarily sealing from the public record, pending further order of the Court, (i) the Summary of Offers (as defined herein), attached as **Confidential Appendix "1"**; (ii) the Summary of Auction Proposals (as defined herein), attached as **Confidential Appendix "2"**, (iii) the unredacted version of the AarKel APA as **Confidential Appendix "3"**, and (iv) the unredacted version of the Auction Agreement, attached as **Confidential Appendix "4"**; and
- (vi) approving the Receiver's Statement of Receipts and Disbursements for the period May 26, 2023 to July 31, 2023.

TERMS OF REFERENCE

12. In preparing this First Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Debtors' books and records, and discussions with management of the Debtors ("**Management**") (collectively, the "**Information**"). Except as described in this First Report:

- (a) Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants Canada Handbook, and, accordingly, Deloitte expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
 - (b) Deloitte has prepared this First Report in its capacity as the Receiver in connection with the relief sought by the Receiver described herein. Parties using this First Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
- 13. Unless otherwise stated, all dollar amounts contained in the Report are expressed in Canadian dollars.

BACKGROUND

- 14. ITI is a Windsor-based injection molded plastic parts manufacturer and customer tryouts/trials facility that has been in operation since 1990. Historically, ITI specialized in mold try-outs and service business, and later expanded its short batch and extended run production following the acquisition of MPI in March 2020.
- 15. Historically, ITI operated solely from premises located at 4350 Industrial Drive, Windsor, Ontario (the “**Windsor Facility**”) which it owned until completing a sale-leaseback transaction in March 2022. The Windsor Facility is now subject to a long-term lease with 2856808 Ontario Inc., and MPI is a guarantor under that lease.
- 16. More recently, ITI also operated from the Kitchener Facility (defined below).
- 17. ITI maintains a warehouse at 2051 Ambassador Drive, Windsor, Ontario (the “**Windsor Warehouse**”) pursuant to a lease with 1088168 Ontario Ltd. The Windsor Warehouse is primarily used for storing raw materials and finished goods inventory, and has two presses for limited production, as necessary.
- 18. Pursuant to a share purchase agreement dated February 29, 2020 (the “**MPI Purchase Agreement**”), 1241704 BC Ltd. (“**124 BC**”) purchased the shares of Moldco Inc. and 2426496 Ontario Inc. (“**242 Ontario**”) from the 2013 Gary Paul Cluthe Family Trust (the “**Cluthe Family Trust**”) for cash consideration plus a vendor take-back promissory note (the “**Cluthe VTB**”). The

Receiver's counsel is in correspondence with counsel to the Cluthe Family Trust and is reviewing the Cluthe Family Trusts claim.

19. Subsequently, Moldco Inc. changed its name to "Moldco Plastics Inc." and 242 Ontario changed its name to "Moldco Holdings Inc.". In addition to ITI and MPI, the Debtors also operate under the trade name banners of Inject Tech Plastics, MoldCo Inc., and IT Group.
20. Prior to this receivership proceeding, MPI was a Kitchener-based injection molded plastic parts manufacturer specializing in small batch and extended run production along with sub-assembly of molded components. Historically, MPI operated from leased premises located at 965 Wilson Ave., Kitchener, Ontario (the "**Old Kitchener Premises**") pursuant to a lease with Taylor Made Holdings Limited.
21. In October 2020, ITI entered into a lease agreement in respect of a large facility located at 41 Ardel Place, Kitchener, Ontario (the "**Kitchener Facility**"). 41 Ardel Management Group Limited is the current landlord in respect of the Kitchener Facility. MPI moved into the Kitchener Facility and subleased the Old Kitchener Premises to a major customer which remains active.
22. Both Tryouts and parts production operations at the Windsor Facility continued without any significant interruption since the date of the Receivership Order. There are approximately 67 employees based in Windsor at this time.
23. As detailed later in this First Report, operations at the Kitchener Facility were temporarily suspended until the Receiver developed a commercially reasonable and limited parts production schedule. There are approximately 38 employees currently working at the Kitchener Facility until the Receiver completes the wind-down of production and final shipments as described in more detail later in this First Report.
24. None of the employees are represented by a union and the Debtors do not sponsor a pension plan.
25. Management advised that Moldco Holdings owns certain fixed assets located in Kitchener, but had no operations, employees, or other assets except the shares of the operating companies.
26. Paragraphs 24 to 32 of the Pre-Filing Report set out additional details in respect of the Debtors' corporate structure and their principals.

RECEIVER'S ACTIVITIES

27. The Receiver has undertaken the following activities in accordance with the terms of the Receivership Order:

- (a) attended at the Windsor Facility, Windsor Warehouse, and the Kitchener Facility and took possession of the Property located at those locations;
- (b) arranged for a change of locks, engaged third-party security services, and made arrangements for the continuation of utilities at the Windsor Facility, Windsor Warehouse, and Kitchener Facility;
- (c) met with members of Management and all employees at each facility to advise them of the Receivership Order and the Receiver's mandate;
- (d) issued receivership notification letters to each of the four landlords;
- (e) corresponded with the landlords of the four leased premises regarding, among other things, occupation rent and the required occupancy period pursuant to the AarKel APA and the Auction Agreement;
- (f) determined that the temporary continuation of operations by the Receiver in (i) Windsor was an economically viable option, and (ii) in Kitchener was only economically viable on a reduced and customer-targeted basis to maximize any potential going concern value and to assist with other customer order realizations;
- (g) on behalf of the Debtors, terminated the employment of all employees of the Debtors effective as of the date of the Receivership Order, and made arrangements to deliver termination letters to other employees who were not onsite;
- (h) temporarily retained all of the active employees of the Debtors located at the Windsor Facility, the Windsor Warehouse, and certain employees at the Kitchener Facility to, among other things, continue operations to preserve going concern value as the Receiver conducted the Sale Process and to maximize realizations of accounts receivable and inventory, updating the books of the Debtors where possible, and administering amounts due to employees under the *Wage Earner Protection Program Act* (“**WEPPA**”);
- (i) coordinated the delivery of Records of Employment, expedited the issuance of WEPPA letter packages to the employees, and conducting on-site staff meetings led by the Receiver and human resources personnel to assist employees with filing their applications;
- (j) provided access to employees who were not retained by the Receiver to retrieve their personal belongings;

- (k) provided notice of the Receiver's appointment to the existing insurance broker, NFP Canada ("**NFP**"), to confirm ongoing coverage until those policies expired on June 8, 2023 (the "**June 8th Policy**") in respect of a portion of assets and operations in Kitchener and June 30, 2023 (the "**June 30th Policy**") in respect of the assets and operations in Windsor and most of the Kitchener Facility. NFP arranged for (i) a renewal of the June 8th Policy and (ii) a temporary extension of the June 30th Policy to September 5, 2023 and is actively seeking a further extension and alternate options to facilitate continued operations at the Windsor Facility and Windsor Warehouse until closing of the AarKel Transaction, and continued coverage during the auction at the Kitchener Facility;
- (l) implemented the Sale Process in substantially the manner described in the Pre-Filing Report, including correspondence and meetings with interested parties, reviewing bids, and negotiating the terms of an asset purchase agreement and an auction services agreement for the balance of the assets;
- (m) ensured that the Debtors' bank accounts were frozen and that only deposits were accepted, except as otherwise directed by the Receiver;
- (n) restricted access from non-authorized external users to computer systems and servers;
- (o) arranged for back-up of the Debtors' servers, which contain financial and other information;
- (p) notified Canada Revenue Agency ("**CRA**") of the appointment of the Receiver, establishing new payroll and harmonized sales tax ("**HST**") accounts for the post-receivership period, and making requests for audits of the pre-receivership accounts of the Debtors;
- (q) undertook efforts to collect and settle the Debtors' outstanding accounts receivable and other receivables, including comprehensive settlements which resulted in the coordinated release of finished goods and raw materials inventory, tools and molds ("**Tools**"), and Tools design data to customers;
- (r) compiled financial and operational information and equipment listings to facilitate the Sale Process;
- (s) established the Receiver's website and issuing the Notice and Statement of Receiver pursuant to subsections 245(1) and 246(1) of the BIA;
- (t) reviewed and responded to inquiries from creditors;

- (u) retained Aird & Berlis LLP as the Receiver's primary legal counsel and Harrison Pensa LLP as its independent legal counsel;
- (v) provided status updates on the progress of the receivership to TD; and
- (w) addressed additional matters as they arose from time to time.

CONTINUED OPERATIONS AND PRODUCTION

Overview

- 28. Paragraphs 23 and 51 of the Pre-Filing Report set out certain of the difficulties the Debtors' business encountered leading to the Receivership Order.
- 29. Paragraph 50 of the Pre-Filing Report set out the Receiver's plan to temporarily continue the Tryouts business in the Windsor Facility subject to negotiating payment terms with customers.
- 30. Paragraph 51 of the Pre-Filing Report set out challenges in respect of the operations at the Kitchener Facility and the Receiver's plan to evaluate the commercial reasonableness of continuing production.
- 31. Prior to these receivership proceedings, plastic-molded parts for the Debtors' largest customer were produced at both the Windsor Facility and the Kitchener Facility. There were several customers with large accounts receivable balances and inventory on-hand which were at risk of disputes for potential material set-off. The Receiver analyzed the estimated contribution margins of active purchase orders, held meetings with local Management and key operations personnel, and contacted resin suppliers who initially refused to continue supply due to arrears.
- 32. The Receiver determined that continued Tryouts and limited production during the Sale Process would be beneficial for accounts receivable and inventory realizations, and for expanding the potential buyer universe to parties interested in a going concern transaction. Moreover, several customers agreed to shortened payment terms and to settle outstanding accounts receivable balances and purchase inventory at full value provided that, among other things, the Receiver was able to facilitate the completion of short-run production orders to mitigate immediate disruptions and/or build an inventory bank until such customers could establish alternate supplier arrangements. Accordingly, the Receiver was able to continue operations while funding ongoing payroll and other obligations without requiring borrowings as authorized by the Receivership Order.

Windsor Tryouts and Parts Production

33. The Receiver negotiated continued Tryouts services with existing customers subject to continued payment of pre-receivership amounts owing to the Debtors.
34. Payroll for skilled and technical employees is the primary cost input for the Tryouts business.
35. Resin used in Tryouts is supplied by the tooling customer and/or end customer, such that the Receiver did not purchase resin for Tryouts.
36. Windsor parts production is primarily conducted at the Windsor Facility and is supplemented by two presses at the Windsor Warehouse. The Receiver continued parts production for customers with active purchase orders and who agreed to the Receiver's terms. The most significant production input costs consist of (i) payroll (paid on a weekly basis), and (ii) raw materials, which were primarily on cash on order payment terms.
37. At the Windsor Facility, the Receiver maintained the Debtors' prior schedule consisting of two daily shifts (16-hour coverage) from Monday to Friday. Tryouts are typically conducted during the first daily shift, and production is maintained during both daily shifts.
38. The Receiver intends to continue Tryouts until closing of the AarKel Transaction.
39. The Receiver has provided notice to Windsor production customers that the Receiver intends to suspend production on or before September 1, 2023. The Receiver is working with AarKel to confirm its intentions and plans in respect of production customers.

Kitchener Parts Production

40. Management informed the Receiver that there were hundreds of customer Tools located at the Kitchener Facility.
41. Immediately upon its appointment, the Receiver initially suspended all production at the Kitchener Facility for a few days and gradually increased production into mid-June until a production plan was formalized and arrangements were made with employees, customers, and suppliers. The Receiver has prioritized production for economically viable purchase orders and select parts only, including for certain large customers with significant accounts receivable and inventory balances.
42. Prior to the date of the Receivership Order, the Debtors operated three shifts with 24-hour coverage from Monday to Friday. The Receiver reduced the production schedule to two (2) daily shifts (16-hour coverage) from Monday to Friday.

43. As described later in this First Report, the assets at the Kitchener Facility will be auctioned. The Receiver has notified active customers and employees that production at the Kitchener Facility will be suspended on or before August 18, 2023. The Receiver has established a wind-down program and will be steadily reducing employee headcount by the end of September 2023.
44. Due to the voluminous number of Tools, including obsolete tools not used by customers or the Debtors for many years, the Receiver instructed the limited tooling personnel to undertake a program to tag and prepare Tools for future release. The Receiver has also deployed certain Windsor employees with tooling experience to assist at the Kitchener Facility.
45. The Receiver will continue to coordinate the release of Tools on a scheduled basis, and subject to staff availability and physical access limitations at the Kitchener Facility. The Receiver anticipates that all releases will be completed in the month of September 2023.

CREDITORS

Secured Creditors

46. Paragraph 41 of the Pre-Filing Report set out certain secured creditors based on the Receiver's preliminary review of *Personal Property Security Act* (Ontario) (the "PPSA") registrations and the Debtors' books and records:
 - (a) TD is the senior secured lender and is owed in excess of \$13.0 million and US \$1.9 million as at May 1, 2023, all before legal costs, applicable disbursements, and accrued interest. This consists of a line of credit, term loans, and equipment leases;
 - (b) Bank of Montreal ("**BMO**") is a secured creditor pursuant to a lease for a large Krauss Maffei injection molding machine (the "**BMO Unit**") at the Windsor Facility, and is owed approximately \$1.1 million plus interest and costs as at the date of this First Report;
 - (c) De Lage Landen is a secured creditor pursuant to operating leases for forklifts located in Windsor and Kitchener;
 - (d) BMW Group Financial Services Canada is a secured creditor pursuant to a vehicle lease;
 - (e) Meridian OneCap Credit Corp. is a secured creditor with respect to certain equipment; and

- (f) The Receiver's counsel is reviewing the claim made by The Cluthe Family Trust in connection with the Cluthe VTB, to determine if this claim is valid.

Independent Legal Opinion on Security Interests

- 47. Harrison Pensa, in its capacity as independent legal counsel to the Receiver, conducted a review of the security pledged by the Debtors in favour of TD (the "**TD Security**") and in favour of BMO in the BMO Unit.
- 48. Harrison Pensa has confirmed, subject to normal assumptions and qualifications that:
 - (a) the TD Security creates, under Ontario Law, a valid security interest in favour of TD in the property described in the TD Security (which includes certain leased assets and all of the property, assets and undertakings, and interest in the property of the Debtors) and the security interests created by the TD Security in the personal property described in the TD Security to which the Personal Property Security Act (Ontario) ("**PPSA**") applies have been perfected by registration under the provisions of the PPSA;
 - (b) BMO's security interest in the BMO Unit creates, under Ontario Law, a valid security interest in favour of BMO in the BMO unit and BMO's security interest in the BMO Unit is a valid and senior claim in the BMO Unit that has been perfected by registration under the provisions of the PPSA; and,
 - (c) the only other registrations under the PPSA are registrations relating to specific assets by:
 - (i) De Lage Landen Financial Services Canada Inc.;
 - (ii) Meridian OneCap Credit Corp;
 - (iii) CWB National Leasing Inc.;
 - (iv) BMW Canada Inc.; and
 - (v) Chillers Inc.
- 49. Wells Fargo Equipment Finance Company does hold a PPSA registration against ITI, and the Receiver has confirmed that ITI is no longer indebted to Wells Fargo.

50. The Receiver continues to review the claim of the Cluthe Family Trust, noting that at the date of this first Report, the Cluthe Family Trust does not hold a PPSA registration against ITI, MPI nor Moldco Holdings.
51. TD Bank is the sole secured creditor of MPI and Moldco Holdings under the PPSA.

HST

52. Paragraph 44 of the Pre-Filing Report disclosed an unremitted HST liability of ITI in the amount of approximately \$695,000 as at January 31, 2023.
53. The Receiver requested post-receivership HST accounts to be opened and will be filing corresponding returns in due course.

Employee Source Deductions

54. Paragraph 45 of the Pre-Filing Report set out \$1.3 million of unremitted payroll source deductions according to CRA. ITI accumulated a large balance of unremitted payroll source deductions when ITI manually processed payroll internally before transitioning to an external payroll services provider in October 2021 for ongoing remittances. Management advises that the actual obligation is approximately \$488,000 as Management remitted and provided evidence to the Receiver that \$859,000 of ITI payments on account of payroll tax arrears were inadvertently applied by CRA to MPI's payroll tax number. Management and its external accountant were unsuccessful in completely addressing this matter with CRA prior to the date of the Receivership Order.
55. The Receiver has delivered information to CRA in connection with this matter and made repeated requests in this regard. The Receiver will follow up with CRA in respect of the status of its examination of the payroll accounts.
56. The Receiver has made repeated requests to CRA to establish a separate ITI branch payroll account in respect of employees temporarily retained for the receivership. The Receiver has been remitting post-receivership payroll source deductions directly to CRA and will arrange a final payroll trust examination in due course.

WEPPA and BIA Section 81.4 Priority Claims

57. The Receiver arranged for the funding of the Debtors' final normal course payroll due in early June 2023 which included accrued wages, salary, and payroll taxes for the immediate period prior to the

date of the Receivership Order in the total amounts of \$77,635 for Windsor and \$62,934 for Kitchener.

58. As set out earlier in this First Report, the Receiver expedited the performance of WEPPA obligations and mailing of WEPPA packages to eligible employees. The Receiver has since communicated with Service Canada and responded to employee inquiries in respect of same.
59. The Receiver's submission to Service Canada set out a total amount of approximately \$376,000 in respect of calculated termination pay, severance pay, and vacation pay due to the former employees of the Debtors under WEPPA, of which approximately \$72,000 may be subject to a limited super priority pursuant to Section 81.4 of the BIA.

THE SALE PROCESS

Overview

60. The Receiver administered the Sale Process in a manner and timing substantially consistent with Appendix "A" to the Pre-Filing Report. Reference is made to paragraphs 55 to 59 of the Pre-Filing Report which summarized the proposed Sale Process, timeline, general lot structure, and additional terms and conditions.
61. The Sale Process was a robust process which broadly marketed the assets and business of the Debtors in a reasonable condensed timeframe which reflected (i) the immediate need for any going concern purchaser to urgently retain the employees and engage with customers and key suppliers, and (ii) the lack of liquidity to fund ongoing protective disbursements, including ongoing payroll and interim occupancy costs with multiple leased locations.
62. A chronology of the key activities undertaken by the Receiver in respect of the Sale Process is as follows:

Timing	Activity
May 26, 2023 to June 1, 2023	<ul style="list-style-type: none">Identified and prepared of a list of potential purchasers (each, a "Potential Purchaser").Prepared a marketing document (the "Teaser") describing the opportunity and form of non-disclosure agreement ("NDA") for circulation to Potential Purchasers.Compiled and reviewed information that would likely be required by Potential Purchasers to assess their offer(s) for the assets.

Timing	Activity
	<ul style="list-style-type: none"> Responded to in-bound calls and inquiries. Established and commenced populating the secure electronic data room (the “Data Room”) with financial and operational information.
June 2, 2023	<ul style="list-style-type: none"> Launched the market outreach campaign with an initial email distribution of the Teaser and NDA to Potential Purchasers.
June 7, 2023	<ul style="list-style-type: none"> The Data Room was made available for access by Potential Purchasers that had signed an NDA.
June 8, 2023 to July 11, 2023	<ul style="list-style-type: none"> Arranged third-party inspection of assets and preparation of equipment listings for use by Potential Purchasers. Coordinated site visits at the Windsor Facility, Kitchener Facility, and the Windsor Warehouse, including meetings with the Receiver and local management. Advertised in industry publications such as Manufacturing Automation (https://www.automationmag.com/) and Canadian Metalworking (https://www.canadianmetalworking.com/). The Receiver made available a Sale Process timeline in the Data Room and provided bid instructions to Potential Purchasers for both going concern purchasers / operators and auctioneer bids. Posted the following bid documentation in the Data Room: <ul style="list-style-type: none"> Detailed lot listings and descriptions (each, a “Lot Listing”) for assets located at the Windsor Facility (including a standalone subplot for the BMO Unit and auxiliary equipment), the Windsor Warehouse, the Kitchener Facility. Template bid forms (“Bid Form”) for (i) operators and going concern purchasers, setting out, among other things, the purchase price and deposit amounts, and (ii) auctioneers setting out cash purchase price, net minimum guarantee (“NMG”) price and proposed sharing structure, estimated value range, and deposit amount. Template form of asset purchase agreement for going concern operators. Responded to inquiries and made additional information available in the Data Room.
July 11, 2023	<ul style="list-style-type: none"> Bid deadline for submission of bids, including conditions, supplemental bidder information about its operational background, experience, corporate disclosures, and financial capability (the “Bid Deadline”).
July 11, 2023 to July 17, 2023	<ul style="list-style-type: none"> Review of bids (each, a “Bid”), selection of shortlisted Bids (each, a “Shortlisted Bid”), correspondence and clarifying questions with parties who submitted Shortlisted Bids (each, a “Shortlisted Bidder”), and consultations with stakeholders. Rejection of certain offers and return of deposits related thereto. Rejection of offers from the Shortlisted Bidders and request for resubmitted offers using the Receiver’s forms of bid documentation.

Timing	Activity
July 18, 2023	<ul style="list-style-type: none"> Deadline for resubmission of offers by the Shortlisted Bidders (the “Amended Bid Deadline”)
July 18, 2023 to July 27, 2023	<ul style="list-style-type: none"> Review and selection of the most advantageous amended bids (the “Amended Bids”) and negotiations with the two respective successful Purchasers (i.e., AarKel and Corporate Assets), conditional on Court approval.
July 28, 2023	<ul style="list-style-type: none"> Execution of the AarKel APA and commenced transition planning activities with respect to the Windsor Property, including seeking consents from BMO and the landlords of the Windsor Facility and Windsor Warehouse.
August 4, 2023	<ul style="list-style-type: none"> Execution of the Auction Agreement and commenced pre-marketing activities by the Auctioneer.
August 25, 2023 (future date)	<ul style="list-style-type: none"> Scheduled Court hearing (the “Sale Approval Hearing”) seeking, among other things, approval of the AarKel APA and the Auction Agreement.
September 5, 2023 (future date)	<ul style="list-style-type: none"> Target closing date for the AarKel APA with respect to the Windsor Property, subject to satisfaction of conditions including Court Approval
Late September 2023 (future date)	<ul style="list-style-type: none"> Estimated date for the auction to be conducted pursuant to the Auction Agreement.
Early October 2023 to mid-December 2023 (future period)	<ul style="list-style-type: none"> Rigging and removal of equipment from the Kitchener Facility and Windsor Facility. Vacating and concluding the Receiver’s occupancy at the Kitchener Facility.

63. In total, 97 parties were provided with the Teaser, including strategic industry participants, private equity firms, and auctioneers. Of those 97 parties, 38 executed an NDA and were granted access to the Data Room. Of those 38 parties, 15 conducted site visits and tours of the Debtors premises in Windsor and Kitchener. Of those 15 parties, 15 parties (7 going concern purchasers and 8 auctioneers) submitted offers by the Bid Deadline (the “**Bidders**”).

64. A summary of the 7 Bids received from going concern purchasers (the “**Summary of Offers**”) is attached hereto as **Confidential Appendix “1”**.

65. A summary of the 8 Bids received from auctioneers (the “**Summary of Auction Proposals**”) is attached hereto as **Confidential Appendix “2”**.

66. The Receiver reviewed the financial and qualitative aspects of the 15 Bids, including supplemental information thereto, held consultations with stakeholders, and segregated the Bids as follows:

- (a) Six Shortlisted Bids from four going concern purchasers and two auctioneers were identified as the most advantageous offers;
 - (b) The remaining nine offers which were determined to be less advantageous were rejected and deposits were returned to these offerors;
 - (c) The Receiver deemed it appropriate to seek additional clarifying information from the Shortlisted Bidders which ultimately did not resolve all of the Receiver's questions;
 - (d) The Receiver informed the Shortlisted Bidders that their offers could not be accepted in their current form, and requested the resubmission of offers using the Receiver's template documentation due by the Amended Bid Deadline of July 18, 2023; and
 - (e) All six Shortlisted Bidders submitted Amended Bids which are also summarized in the Summary of Offers and Summary of Auction Proposals described above.
67. There was significant interest in the Windsor Property from both operators and auctioneers. In the Receiver's view, no commercially reasonable offers were received from going concern operators for the business and operations conducted at the Kitchener Facility. Auctioneers submitted offers for the standalone and *en bloc* auctions for the assets located in both Windsor and Kitchener.
68. The Receiver conducted a detailed review of the offers and further consulted with TD, and ultimately selected (i) AarKel as the successful Purchaser for the going concern sale of the Windsor business and assets, and (ii) Corporate Assets as the successful purchaser for the auction of the Kitchener assets and certain residual assets in Windsor.
69. The AarKel APA is conditional on Court approval, the consent of BMO in respect of the sale of the BMO Unit, and consents to lease assignments from the landlords of the Windsor Facility and Windsor Warehouse.
70. The Auction Agreement is conditional on Court approval.
71. The Receiver rejected the remaining Amended Bids and returned deposits to the respective Bidders.

ANALYSIS OF THE AARKEK APA

Terms of Successful Bid re Windsor

72. A redacted copy the AarKel APA is attached hereto as **Appendix “D”**, and the unredacted copy is attached as **Confidential Appendix “3”**.
73. A summary of the non-commercially sensitive key terms of the AarKel APA is provided below.

Summary of the Asset Purchase Agreement	
Purchaser	<ul style="list-style-type: none"> AarKel Testing Technologies Inc.
Transaction Type	<ul style="list-style-type: none"> Sale of assets Form of Approval and Vesting Order appended to the AarKel APA
APA Date	<ul style="list-style-type: none"> July 28, 2023
Purchase Price	<ul style="list-style-type: none"> Confidential
Deposit Received	<ul style="list-style-type: none"> Confidential
Outside Closing Date	<ul style="list-style-type: none"> August 31, 2023 in order to satisfy the conditions to closing in favour of the Purchaser, or up to an additional 30 days if extended by the Receiver
Purchased Assets	<ul style="list-style-type: none"> Machinery and equipment and other assets located at the Windsor Facility as particularized in Exhibits G and H to the AarKel APA: (i) Lot 1(a), excluding certain residual assets to be sold under the Auction Agreement, and (ii) Lot 1(b) re the BMO Unit Machinery and equipment and other assets located at the Windsor Warehouse particularized Lot 3 in Exhibit J to the AarKel APA Intellectual property used exclusively for the Windsor business
Employees	<ul style="list-style-type: none"> Purchaser intends to continue Tryouts operations and certain parts production after the closing date. The AarKel APA contemplates AarKel making an offer of employment to employees it elects to hire on terms substantially similar to those existing as of the closing date.
Landlords	<ul style="list-style-type: none"> The assignment of each of the real property leases for the Windsor Facility and Windsor Warehouse are a condition to closing in favour of the Purchaser

Excluded Assets	<ul style="list-style-type: none"> • Any lots other than the Windsor Property, including certain residual equipment located at the Windsor Facility which will form part of the purchased assets pursuant to the Auction Agreement • Cash and cash equivalents • Accounts receivables • Inventory • Tax rebates, grants, refunds, or other amounts recoverable • Amounts due from related parties and shareholders • Amounts recoverable from potential transactions at undervalue, preferences, or other settlements • Corporate records, minute books, tax records and returns, and records having to do with the corporate organization of the Debtors • Information not specifically related to or used in connection with the business
Conditions to Closing	<ul style="list-style-type: none"> • Approval and Vesting Order issued by the Court • Purchaser's payment of the balance of the Purchase Price to the Receiver • Consents to the assignment of real property leases from the landlords of the Windsor Facility and Windsor Warehouse • Delivery of title to the BMO Unit to the Purchaser, free and clear of any encumbrances, and BMO's consent to the price allocated to the BMO Unit pursuant to the AarKel APA • Filing of the Receiver's Certificate in the form substantially similar to the Approval and Vesting Order

The Receiver's Observations

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

- (a) the Sale Process was authorized by the Court pursuant to section 3(j) of the Receivership Order;
- (b) the Receiver has conducted a fair, transparent, and commercially reasonable sale process which effectively canvassed the market, generated significant interest and exposure with the Potential Purchasers, and resulted in the receipt of multiple bids supported by deposits;
- (c) no party is objecting to the conclusion of the AarKel Transaction;

- (d) the Purchaser and its private equity sponsor have satisfied the Receiver of their ability to close the AarKel Transaction, and have also disclosed operational qualifications;
- (e) the Purchaser's senior management are active industry participants and are familiar with the Windsor Property and business as a long-standing Tryouts customer of ITI;
- (f) the Receiver believes the AarKel Transaction represents commercially reasonable value;
- (g) the AarKel APA represents the most advantageous offer for the Windsor Property and maximizes recoveries;
- (h) among other things, the consummation of the AarKel Transaction contemplates:
 - (i) continued Tryouts services to customers based in Windsor and Southwestern Ontario;
 - (ii) potential continuation of parts production which is currently being evaluated by AarKel; and
 - (iii) the preservation of employment of Tryouts staff and potentially parts production staff and Management personnel;
- (i) BMO has consented to the price allocated by AarKel in respect of the BMO Unit; and
- (j) TD, which will suffer a significant loss on its secured loans to the Debtors, has advised the Receiver that it supports the AarKel Transaction.

75. Accordingly, the Receiver recommends that the Court approve the AarKel Transaction, noting that the Receiver continues to work with the landlords of the Windsor Facility and Windsor Warehouse to meet the condition relating to same under the AarKel Transaction.

ANALYSIS OF THE AUCTION AGREEMENT

Terms of Successful Bid re Kitchener

76. A redacted copy the Auction Agreement is attached hereto as **Appendix "E"**, and the unredacted copy is attached as **Confidential Appendix "4"**.

77. A summary of the non-commercially sensitive key terms of the Auction Agreement is provided below.

Summary of the Auction Agreement	
Purchaser	<ul style="list-style-type: none"> Corporate Assets Inc.
Transaction Type	<ul style="list-style-type: none"> Sale of assets and auction with NMG Form of Approval and Vesting Order
APA Date	<ul style="list-style-type: none"> August 4, 2023
Net Minimum Guarantee Amount	<ul style="list-style-type: none"> Confidential
Net Minimum Guarantee Sharing Formula	<ul style="list-style-type: none"> The Receiver is entitled to an agreed share of any proceeds of sale of the Auctioneer Purchased Assets realized by the Auctioneer in excess of the NMG plus an expense reimbursement amount in favour of the Auctioneer The Auctioneer may solicit offers to purchase the Auctioneer Purchased Assets prior to closing. The proceeds of any of the Auctioneer Purchased Assets sold to a party other than the Auctioneer pursuant to a private sale shall be paid to the Receiver and credited against the amount of the NMG payable on closing
Deposit Received	<ul style="list-style-type: none"> Confidential
Purchased Assets	<ul style="list-style-type: none"> The tangible assets of the Debtors listed in Schedule A of the Auction Agreement, consisting primarily of machinery and equipment located at the Kitchener Facility and certain residual equipment at the Windsor Facility
Landlords	<ul style="list-style-type: none"> Following closing of the Auction Transaction, the Auctioneer will conduct the Auction and shall have access to the Kitchener Facility and Windsor Facility up to and including December 15, 2023 to allow for the sale and removal of the Auctioneer Purchased Assets The costs of occupation in respect of the Kitchener Facility are to be borne by the Receiver The Receiver has communicated with the landlords of these premises and advised them of the occupation period contemplated in the Auction Agreement, and AarKel has agreed to provide reasonable access to the Windsor Facility in respect of the residual Windsor assets which form part of the Auction Agreement
Conditions to Closing	<ul style="list-style-type: none"> The Auction Transaction is subject to certain conditions, including within 30 days of the date of the Auction Agreement obtaining an order of the Court:

	<ul style="list-style-type: none"> ○ authorizing the Receiver to enter into the Auction Agreement ○ permitting the Receiver to provide access to the Auctioneer for the purpose of the sale to December 15, 2023 ○ following closing of the Auction Transaction, permitting the Auctioneer to conduct the sale or re-sale of the Auctioneer Purchased Assets to one or more purchasers by way of public or private sale in accordance with the Auction Agreement ○ conveying to the Auctioneer on closing the right, title and interest of the Receiver, if any, in the Auctioneer Purchased Assets free and clear of all liens and encumbrances • The Auction Transaction contemplates the delivery by the Receiver to the Auctioneer on the closing date of a bill of sale conveying to the Auctioneer the right, title, and interest of the Debtors and the Receiver in and to the Auctioneer Purchased Assets free from all liens and encumbrances on an “as is, where is” basis without representation or warranty.
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The Receiver’s Observations

78. The Receiver makes the following observations with respect to the Auctioneer Transaction for consideration by the Court: The Receiver recommends that the Court approve the Auctioneer Transaction, authorize and approve the execution of the Auction Agreement by the Receiver, direct the Receiver to take such steps necessary to complete the Auctioneer Transaction, and vest in the Auctioneer the right, title and interest of the Receiver and the Debtors in and to the Auctioneer Purchased Assets on closing of the Auctioneer Transaction, free and clear of all liens and encumbrances, for the following reasons:

- (a) the Sale Process was authorized by the Court pursuant to section 3(j) of the Receivership Order;
- (b) as set out above, the Receiver has conducted a fair, transparent, and commercially reasonable sale process which effectively canvassed the market, generated significant interest and exposure with the Potential Purchasers, and resulted in the receipt of multiple bids supported by deposits;
- (c) the cost of removing the Auctioneer Purchased Assets from the respective premises would be prohibitive relative to their value, with the result that any sale of such assets must be conducted from the premises. Given the ongoing costs of occupation of the premises, the limited time available to the Receiver to occupy the premises and the responses received from interested parties pursuant to the Sale Process, the Receiver has determined that continued marketing of the Auctioneer Purchased Assets and business

conducted at the Kitchener Facility is unlikely to produce a superior net realization as compared to the Auctioneer Transaction;

- (d) the Sale Process was robust in the circumstances and sufficiently exposed the Property to prospective purchasers and produced significant participation from prospective purchasers, resulting in the best transaction in the circumstances;
- (e) in the Receiver's view, no commercially reasonable offers were submitted from going concern purchasers for the business conducted at the Kitchener Facility;
- (f) the Auctioneer specializes in the industrial marketplace and conducts numerous industrial sales and liquidations per year;
- (g) the Auctioneer provided the highest NMG offer among the Shortlisted Bidders and the proposed terms and conditions generally complied with those requested by the Receiver. The period of occupancy at the Premises requested was similar to that of other auctioneers who participated in the Sale Process;
- (h) the Auctioneer has attended at the Kitchener Facility and Windsor Facility, and has commenced pre-marketing activities to take steps necessary to prepare for the Auction subject to Court approval; and
- (i) TD, which will suffer a significant loss on its secured loans to the Debtors, has advised the Receiver that it supports the Auctioneer Transaction.

SEALING ORDER

- 79. If the Court does not approve the AarKel APA and the Auction Agreement, or if the AarKel APA and Auction Agreement are approved by the Court but are not completed for other reasons, public disclosure of the Summary of Offers, the Summary of Auction Proposals, and the unredacted versions of the AarKel APA and Auction Agreement could materially prejudice the Receiver's ability to re-market the Property and maximize the proceeds of sale of the Property.
- 80. The Receiver is therefore seeking an order of this Court sealing (i) the Summary of Offers; (iii) the Summary of Auction Proposals, and (iv) the unredacted versions of the AarKel APA and Auction Agreement pending further order of the Court or the completion of the transactions and auction under both of the AarKel APA and Auction Agreement.

COLLECTION EFFORTS TO DATE

81. The Receiver utilized the Debtors' books and records and held discussions with the remaining financial management of the Debtors to determine the respective amounts owed from each customer, and to determine accurate levels of finished goods, raw materials, and components inventory on hand applicable to such customers. The Receiver provided customers with supporting documentation and negotiated payment terms as agreed to by certain customers.
82. As at July, 31, 2023, the Receiver had entered into 21 interim and final settlement and release agreements with certain customers of the Debtors which provide for, among other things, payment to the Receiver of an agreed amount with respect to outstanding accounts receivable, the sale of inventory on hand and/or additional parts to be produced by the Receiver to mitigate disruptions, and the coordinated removal of customer Tools and, in certain cases, assisting with compilation of CAD and other design data.
83. The table below sets out total cash recoveries of pre-receivership A/R and post-receivership operations to July 31, 2023 in the approximate amounts of \$4.1 million plus US \$864,000:

Description	CAD (in 000's)	USD (in 000's)
Collection of outstanding accounts receivable as at May 25, 2023	2,374	634
Collections from post-receivership sales (net of HST)	1,727	230
Total cash receipts from A/R and post-receivership sales to July 31, 2023	4,101	864

STATEMENT OF RECEIPTS AND DISBURSEMENTS

84. Attached as **Appendix "F"** is a cumulative Statement of Receipts and Disbursements for the period May 26, 2023 to July 31, 2023. As at July 31, 2023, the closing cash balance was approximately (i) Cdn \$2.588 million plus (ii) approximately US\$135,000.

RECEIVER'S RECOMMENDATIONS

85. For the reasons set out above, the Receiver recommends that the Court make Orders:
- (a) approving this First Report and the activities of the Receiver, including steps taken in dealing with the Property, as described in this First Report;
 - (b) approving the AarKel Transaction and authorizing and directing the Receiver to enter into and carry out the terms of the AarKel APA, together with any further amendments thereto deemed necessary by the Receiver in its sole discretion, and vesting the right,

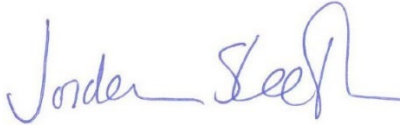
title, and interest of the Receiver and the Debtors in and to AarKel in respect of the Windsor Property upon closing of the AarKel Transaction;

- (c) approving the Auction Transaction and authorizing and directing the Receiver to enter into and carry out the terms of the Auction Agreement, together with any further amendments thereto deemed necessary by the Receiver in its sole discretion, and vesting the right, title, and interest of the Receiver and the Debtors in and to Corporate Assets in respect of the Auctioneer Purchased Assets upon closing of the Auction Transaction;
- (d) authorizing and directing the Receiver to enter into negotiations to sell the Property to any other party identified through the Sale Process or otherwise if the AarKel APA and/or Auction Agreement are terminated in accordance with their terms;
- (e) temporarily sealing from the public record pending further order of the Court (i) the Summary of Offers attached as **Confidential Appendix “1”**; (ii) the Summary of Auction Proposals, attached as **Confidential Appendix “2”**, (iii) the unredacted version of the AarKel APA as **Confidential Appendix “3”**, and (iv) the unredacted version of the Auction Agreement, attached as **Confidential Appendix “4”**;
- (f) approving the Receiver’s Statement of Receipts and Disbursements for the period May 26, 2023 to July 31, 2023.

All of which is respectfully submitted at Kitchener, Ontario this 15th day of August, 2023.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as the Court-appointed
Receiver of Injection Technologies Inc., Moldco
Plastics Inc., and Moldco Holdings Inc., and
without personal or corporate liability

Per:



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



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

APPENDIX A

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

**INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC.,
AND MOLDCO HOLDINGS INC.**

Respondents

**REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS THE PROPOSED RECEIVER OF
INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC.,
AND MOLDCO HOLDINGS INC.
DATED MAY 19, 2023**

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APPENDICES

APPENDIX	DESCRIPTION
A	The Proposed Receiver's Sale Process Document

INTRODUCTION

1. An application has been made before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) by The Toronto-Dominion Bank (“**TD**” or the “**Bank**”) for an order (the “**Receivership Order**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager, 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, undertakings and properties (collectively, the “**Property**”) of Injection Technologies Inc. (“**ITI**”), Moldco Plastics Inc. (“**MPI**”), and Moldco Holdings Inc. (“**Moldco Holdings**”, and together with ITI and MPI, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors.
2. ITI and MPI operate as injection molded plastic parts manufacturers from two facilities located in Windsor and Kitchener. Moldco Holdings is the owner of certain equipment used in the operations. Historically, production focused on automotive customers and later expanded into consumer and medical instrument products in Kitchener.
3. The Windsor operations also include a longstanding tryouts/trials (“**Tryouts**”) business from which customers use equipment and personnel at the Windsor Facility to test molds prior to mass production at their own facilities.
4. TD is the senior secured lender to the Debtors pursuant to credit, loan, and equipment lease agreements (the “**TD Loan Agreements**”) granted by TD (the “**TD Indebtedness**”) and is owed in excess of Cdn \$13.0 million and US \$1.9 million as at May 1, 2023, all before legal costs, applicable disbursements, and accrued interest.
5. In February 2023, Deloitte was retained as financial advisor to TD to, among other things, review the Debtors’ current operations, financial position, and business viability.
6. As set out below, and in the Lafortune Affidavit (defined below), the Debtor is facing significant financial and operational issues, has run out of liquidity, and has lost the support of TD. A receivership will allow for an immediate marketing of the Debtors’ assets and business on an expedited basis to maximize recovery for the stakeholders.
7. 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. The purpose of this report (the “**Report**”) as proposed Receiver of the Debtors (the “**Proposed Receiver**”) is to:

- (a) provide the Court with an overview of the Debtors' business and Property, including its corporate structure, certain assets and liabilities, unusual and unexplained events and account balances, and the current state of the affairs of the business; and
- (b) describe the proposed sale process (the "**Sale Process**") in respect of the assets and operations of the Debtors which, subject to Court approval, is to be commenced forthwith following the issuance of the Receivership Order.

TERMS OF REFERENCE

8. In preparing this Report, Deloitte has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Debtors' books and records, and discussions with management of the Debtors ("**Management**") (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, Deloitte 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 the Proposed Receiver to support the Court's consideration of the relief being sought by TD 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 Sale Process. Parties using the Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
9. Unless otherwise stated, all dollar amounts contained in the Report are expressed in Canadian dollars.
10. Reference is made to the Affidavit of Mathieu Lafortune, sworn May 15, 2023 (the "**Lafortune Affidavit**"), in support of TD's application for the appointment of Deloitte as receiver of the Property, and approval of the Sale Process.
11. Unless otherwise provided, all other capitalized terms not otherwise defined in this Report are as defined in the Lafortune Affidavit.

BACKGROUND

Overview

12. ITI is a Windsor-based injection molded plastic parts manufacturer and customer tryouts/trials facility in operation since 1990. Historically, ITI specialized in mold try-outs and service business, and expanded its short batch and extended run production following the MPI acquisition in March 2020.
13. ITI operates from the Windsor Facility (defined below) which it owned until completing a sale-leaseback transaction in March 2022. MPI is a guarantor under that lease.
14. Pursuant to a share purchase agreement dated February 29, 2020 (the “**MPI Purchase Agreement**”), 1241704 BC Ltd. (“**124 BC**”) purchased the shares of Moldco Inc. and 2426496 Ontario Inc. (“**242 Ontario**”) from the 2013 Gary Paul Cluthe Family Trust (the “**Cluthe Family Trust**”) for cash consideration plus a vendor take-back promissory note (the “**Cluthe VTB**”).
15. Subsequently, Moldco Inc. changed its name to “Moldco Plastics Inc.” and 242 Ontario changed its name to “Moldco Holdings Inc.”. In addition to ITI and MPI, the Company also operates under the banners Inject Tech Plastics, MoldCo Inc., and IT Group.
16. MPI is a Kitchener-based injection molded plastic parts manufacturer specializing in small batch and extended run production along with sub-assembly of molded components. As detailed later in this Report: (i) MPI moved into the Kitchener Facility (defined below) for which ITI is the named tenant, and (ii) MPI subleases the Old Kitchener Premises (defined below) to a major customer.
17. While ITI and MPI are distinct legal entities, they are being operated as though they are a single entity in certain circumstances (e.g. purchase orders issued to one entity but production performed at both plants, ITI being the named tenant on MPI’s real property lease, etc.). All MPI production is conducted at the Kitchener Facility. However, ITI production is conducted at both the Windsor Facility and the Kitchener Facility. Tryouts are conducted solely by ITI at the Windsor Facility.
18. Management advised that Moldco Holdings owns certain fixed assets located in Kitchener, but has no operations, employees, or other known assets.
19. The Debtors have a July 31st fiscal year-end (“**FY**”) date. On a combined basis, the Debtors’ internal unaudited financial statements report FY2022 revenues of approximately \$25.5 million. The Debtors’ internally unaudited financial statements report fiscal year-to-date sales to January 31, 2023 of approximately \$14.2 million.

20. The Debtors' workforce consists of 160 employees, of which 140 are hourly staff and 20 are salaried staff. Further, 82 employees are classified under "Windsor" payroll and 78 employees under "Kitchener" payroll. None of the employees are represented by a union and the Debtors do not sponsor a pension plan.
21. Moldco Holdings did not have any employees and was administered by ITI and MPI management.
22. A summary of the Debtors' leased locations, production summary, production profile, and approximate headcount as of April 2023 is as follows:

Description	ITI	MPI	Moldco Holdings
Plant Premises	4350 Industrial Drive, Windsor, ON (the "Windsor Facility") <ul style="list-style-type: none"> • Sale-Leaseback in March 2022 • Term: 20 years • Square Feet: 47,885 • Guarantor on lease: MPI 	41 Ardelt Place, Kitchener, ON (the "Kitchener Facility") <ul style="list-style-type: none"> • Term: October 1, 2020 to September 30, 2027 • Square Feet: 67,550 • Tenant: Lease in the name of Injection Technologies Inc. 	N/A
Offsite Warehouse Premises	2051 Ambassador Drive, Windsor, ON (the "Windsor Warehouse")	965 Wilson Ave., Kitchener, ON (the "Old Kitchener Premises") <ul style="list-style-type: none"> • Customer Sublease Agreement of October 29, 2021, extended to November 30, 2023. 	N/A
Production Summary	Mold tryouts, service, short batch, and extended run production. 2 shifts / day (16-hour coverage), 5 days / week. Currently operating at 60-65% of plant capacity	Small batch and extended run production, assembly of molded components. 3 shifts / day (24-hour coverage), 5 days / week. Currently operating at 45% of plant capacity	N/A – Fixed Assets

23. As described later in this Report, the Debtors failed to effectively integrate the Windsor and Kitchener businesses, which were further complicated by, among other things, (i) an expansion into a new, larger and costly leased facility in Kitchener, (ii) the departure of its longstanding CEO in mid-2022 and a rapid series of unsuccessful replacements, (iii) challenges in using two unintegrated

accounting systems, (iv) the FY 2022 audited financial statements and tax returns remain outstanding after 9 months with no immediate timeline to completion, (v) unexplained excessive inventory value build-up and recently disclosed \$6.2 million inventory impairment, (vi) an outstanding accounting of the uses of net proceeds from the 2022 sale lease-back transaction for the Windsor Facility to the satisfaction of the Proposed Receiver, (vii) significant accumulated sales tax and unremitted payroll tax liabilities, and Canada Revenue Agency (“CRA”) has recently commenced a payroll trust exam, (viii) the Debtors are in default of the TD credit agreement, (ix) the Debtors filed monthly borrowing limit certificates with TD which reported major margin shortfalls of \$5.1 million and \$6.7 million as at December 31, 2022 and January 31, 2023, respectively, (xi) the Debtors have forecast a reliance on the out-of-margin availability of the majority of the \$10 million TD line of credit for the next 12 months; (xii) certain suppliers have placed the Debtors on cash-on-demand (COD) terms, and (xiii) the Debtors are thinly capitalized and out of liquidity.

Corporate Background

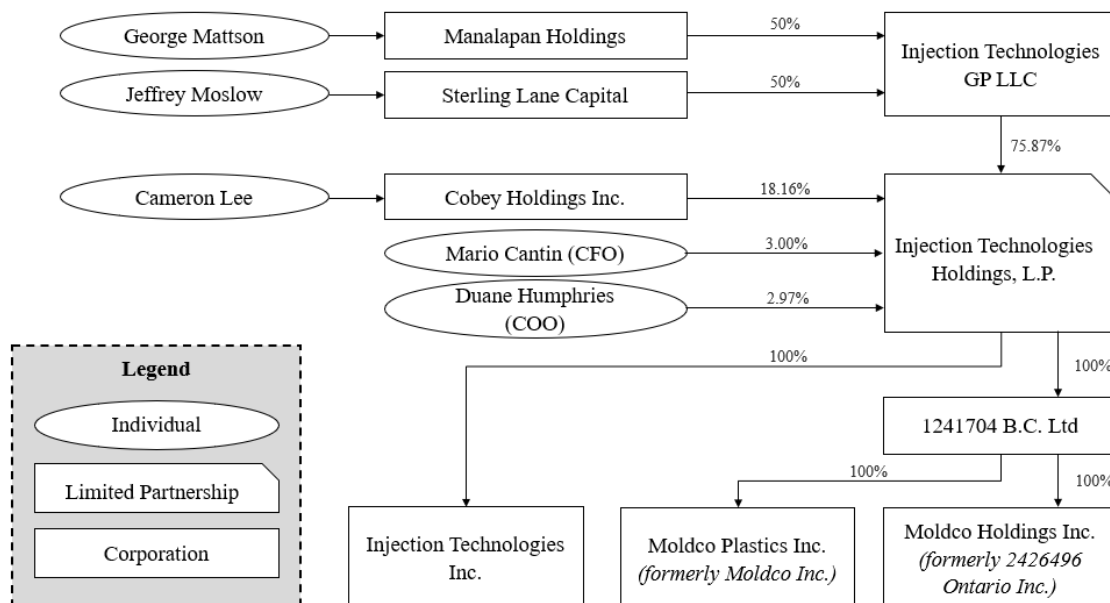
24. ITI is a British Columbia (“BC”) corporation formed by the amalgamation of Injection Technologies Acquisition Company Inc. and Injection Technologies Inc. (an Ontario corporation) on July 31, 2015.
25. MPI is a BC corporation, originally incorporated in Ontario on June 20, 2013 as Moldco Inc. and continued in BC as of January 29, 2021.
26. Moldco Holdings is a BC corporation, originally incorporated in Ontario on July 15, 2014 as 2426496 Ontario Inc. and continued in BC as of January 29, 2021. It is extra-provincially registered in Ontario.
27. ITI, MPI, and Moldco Holdings share a stated registered office in Vancouver, BC, however, none of the Debtors have any BC-based employees, management, or operations.
28. Based on Deloitte’s review of corporate searches for each of the Debtors:
 - (a) George Mattson (“**Mattson**”) and Jeffrey Moslow (“**Moslow**”) are directors (the “**Directors**”) of each of the Debtors;
 - (b) Cameron Lee (“**Lee**”) is listed as registered officer of ITI, and there are no registered officers of MPI and Moldco Holdings; and
 - (c) Each of the Debtors are “not in good standing” with the BC Registry Services.
29. Injection Technologies Holdings, L.P. (“**Injection Holdings**”) owns 100% of ITI and 124 BC.

30. 124 BC was incorporated in February 2020 and owns 100% of MPI and Moldco Holdings.

31. The ultimate shareholders of Injection Holdings, 124 BC, ITI, MPI, and Moldco Holdings are as follows:

- (a) Mattson and Moslow are the majority shareholders and are experienced senior finance professionals and investors based in the United States;
- (b) Lee who served as Chief Executive Officer of ITI from 2006 and later the combined Company until taking a leave of absence in mid-2022 on which in remains as of the date of this Report;
- (c) Mario Cantin is the Chief Financial Officer (“**Cantin**” or “**CFO**”) and was hired in early 2022 and is based in Kitchener; also assumed role of interim General Manager of the Kitchener operations following the departure of Lee and other interim General Managers; and
- (d) Duane Humphries, a longstanding ITI employee based in Windsor, and was appointed as Chief Operating Officer (“**Humphries**” or “**COO**”) in 2022.

32. The Proposed Receiver understands that the corporate structure of the Debtor is as follows:



SELECT HISTORICAL FINANCIAL POSITION AND OPERATING RESULTS

33. The Debtors reported revenue of \$25.3 million and \$25.5 million on a combined basis in FY2021 and FY2022, respectively.
34. On March 18, 2022, ITI closed a sale-leaseback transaction (the “**Windsor Sale-Leaseback**”) with respect to its interest in the land and building constituting the Windsor Facility. This resulted in an accounting and taxable gain for FY 2022.
35. The Windsor Sale-Leaseback did not improve the Debtor’s liquidity. Management advises that a portion was used to partially pay certain payroll tax arrears and the balance of surplus funds was used to pay trade payables owing to suppliers. A detailed accounting for the use of the Windsor Sale-Leaseback proceeds remains outstanding.

CERTAIN ASSETS

Inventory

36. The Debtor recently disclosed to TD a downward inventory provision of \$6.2 million (the “**Inventory Provision**”). Management advised the Proposed Receiver that the Debtors became aware that inventory was overstated on or about July 2022, and that it took until early 2023 to arrive at a final amount of the provision. However, they have not yet provided a reasonable explanation or detailed accounting of the Inventory Provision, but have cited the following possible reasons:
 - (a) Possible write-off of raw materials upon transfer from the Old Kitchener Premises to the new Kitchener Facility, although management has not confirmed nor provided details on whether these were expired/obsolete/unsubstantiated raw materials which should have written down on the acquisition or move date;
 - (b) Internal costing and accounting system limitations; and
 - (c) Certain customer inventory stored by the Debtors may have been incorrectly counted as owned by MPI.
37. Management informed the Proposed Receiver that the Inventory Provision has not yet been processed through the income statement as the FYE 2022 audit remains in-progress. Should it be appointed, the Proposed Receiver intends to liquidate the finished goods inventory to existing customers. Raw materials will be used in ongoing production or otherwise liquidated.

Fixed Assets

38. The Debtors' fixed assets are primarily comprised of machinery and equipment located the Windsor Facility, Kitchener Facility, and Windsor Warehouse.
39. Certain of the machinery and equipment appear to be subject to leases, such as: TD (various), Bank of Montreal (one large machine), Wells Fargo (lease payments appear complete), and De Lage Landen (forklifts). As described later in this Report, should it be appointed, the Proposed Receiver will (i) compile and review lease documentation and (ii) retain independent legal counsel to conduct a security review.
40. As described later in this Report, the Proposed Receiver's proposed Sales Process contemplates offering the fixed assets for sale to interested bidders and/or auctioneers.

CREDITORS

Secured Creditors

41. Based on a review of the Debtors books and records, and PPSA registrations, the following are the Debtor's primary secured creditors:
 - (a) TD is the senior secured lender and is owed in excess of Cdn \$13.0 million and US \$1.9 million as at May 1, 2023, all before legal costs, applicable disbursements, and accrued interest. This consists of a line of credit, term loans, and equipment leases;
 - (b) Bank of Montreal is a secured creditor pursuant to a lease for a large equipment unit at the Windsor Facility;
 - (c) De Lage Landen is a secured creditor pursuant to operating leases for forklifts located in Windsor and Kitchener;
 - (d) BMW Group Financial Services Canada is a secured creditor pursuant to a vehicle lease;
 - (e) Meridian OneCap Credit Corp is a secured creditor with respect to certain equipment; and
 - (f) The Cluthe Family Trust is a secured creditor pursuant to a general security agreement in connection with the Cluthe VTB.
42. The Proposed Receiver intends to retain Harrison Pensa LLP as independent legal counsel to, among other things, conduct a review of the security granted by the Debtors to each of the secured

parties listed above and report to the Court on the results of that security review in a subsequent motion.

Trade Creditors

43. The Debtors' have accounts payable and accrued liabilities owing to numerous vendors located in Canada and the United States of which the largest balances are payable to resin suppliers.

Taxes

44. ITI has an unremitted HST liability of \$695,000 as at January 31, 2023, which balance has accumulated over a year. In early 2023, CRA and ITI agreed to a monthly payment plan to repay this HST liability.
45. Management disclosed that ITI accumulated an unremitted employee source deductions balance during a period when ITI manually processed payroll internally. Management advised that this issue was remedied on a go-forward basis once ITI transitioned its payroll to an external payroll services provider in October 2021 for ongoing remittances. Management advised that ITI has subsequently remitted payments and has calculated a reduced balance of \$488,000 as at January 31, 2023. However, the CRA payroll account statements indicate that \$1.3 million remains outstanding. Management indicated that \$859,000 of ITI payments on account of payroll tax arrears were inadvertently applied by CRA to MPI's payroll tax number. Management and its external accountant advised that supporting documentation has been furnished to CRA to correct this error, however, it is unclear if CRA has made the appropriate corrections to their records. The Proposed Receiver understands that the CRA is conducting a review of the Debtors payroll and HST accounts.
46. The Debtors' external accountant has not finalized the FY2022 audit and corporate income tax returns. On a preliminary basis, the external accountant estimated (i) modest corporate income tax refunds for each of the Debtors, and (ii) modest SR&ED refunds for ITI and MPI.

Government Loans

47. The Debtors have two loans with respect to the Federal Economic Development Agency for Southern Ontario (Regional Relief and Recovery Fund), which Management advises are unsecured loans.

THE CURRENT CIRCUMSTANCES FACING THE DEBTORS

48. The above events have left the Debtors in the following situation:

- (a) the business continues to generate losses and is operating at under-capacity, particularly the Kitchener Facility;
- (b) they have intertwined their operations and obligations, and have a non-integrated financial reporting structure;
- (c) they have disclosed significant payroll tax and sales tax arrears;
- (d) cash resources have been almost entirely depleted, and it has no sources of equity injections or funding. The Debtors are unable to maintain payments to its lenders, vendor payment terms have been stretched and they have inadequate operating cash levels. The Debtors are in a significant margin shortfall under the TD line of credit, and are relying on the maximum \$10 million borrowing limit to maintain operations; and
- (e) they are in default of the TD Loan Agreements and TD is enforcing on its security. The Debtors are unable to repay or refinance the secured indebtedness owed to TD under the TD Loan Agreement.

49. Based on the foregoing, the Proposed Receiver is of the view that the Debtor is insolvent.

THE RECEIVER'S PROPOSED SALE PROCESS

Business and Asset Lots for Sale

- 50. Should it be appointed, the Proposed Receiver intends to temporarily operate the business from the Windsor Facility and Windsor Warehouse (the “**Windsor Business**”) to a certain extent with the view of finding a going-concern purchaser and realize value on its legacy Tryouts business. This is contingent on, among other things, the Proposed Receiver negotiating payment terms with customers to the satisfaction of the Proposed Receiver.
- 51. Management acknowledged that operations at the Kitchener Facility were not viable in their current form, and it had formulated a preliminary plan to winddown its Kitchener operations and transfer certain customers and machinery to the Windsor Facility. That plan has not been implemented as of the date of this Report. The Proposed Receiver also notes that operations at the Kitchener Facility require significant capital, liquidity, and operational investments in order to make it viable. In addition, the Kitchener operations’ high monthly overhead cost structure, unclear product

costing, disorganized financial reporting platform, and significant excess capacity make it unlikely it would sell on a going concern basis with full operations. However, the Proposed Receiver will evaluate the commercial reasonableness of maintaining partial operations at the Kitchener Facility with a view to continuing production for specific customer contracts for a limited period. Consequently, the Proposed Receiver proposes to market the Windsor Business as well as the assets located in Windsor and Kitchener.

52. As a result, the Proposed Receiver has developed a proposed sales process which is set out in the attached **Appendix “A”** (the “**Sale Process**”). The Sales Process involves separating the various assets into lots by location and sub-lots (the “**Lots**” and “**Sub-Lots**”, respectively) as listed in an electronic data room (the “**Data Room**”) to be established by the Proposed Receiver. Bids can be submitted for the Windsor Business and/or any or all of the Lots or Sub-Lots, which can be summarized as follows:

- (a) **The Windsor Business:** The operations and assets, including in Lots 1 and 3, used in the Windsor Business. A bid for the Windsor Business shall specify which of the following numbered lots are included;
- (b) **Lot 1:** Fixed assets, including machinery and equipment, located at the Windsor Facility;
- (c) **Lot 2:** Fixed assets, including machinery and equipment, located at the Kitchener Facility;
- (d) **Lot 3:** Fixed assets, including machinery and equipment, located at the Windsor Warehouse;
- (e) **Lot 4:** All raw material inventory, work-in-process inventory, and finished goods inventory, which are not otherwise used in operations or sold to customers at each of:
 - (i) Lot 4(a) - The Windsor Facility,
 - (ii) Lot 4(b) – The Kitchener Facility;
 - (iii) Lot 4(c) - The Windsor Warehouse; and
- (f) **Lot 5:** All intellectual property of the Debtors, excluding any intellectual property which may be included in a transaction for the Windsor Business.

53. The accounts receivable of the Debtors may be made available for an assignment or sale to a Prospective Bidder, in the sole discretion of the Proposed Receiver.

54. The Proposed Receiver reserves its right to add or remove assets from the Lots and Sublots prior to the Bid Deadline.
55. Purchasers seeking only to purchase the Windsor Business and assets located at the Windsor Facility and Windsor Warehouse are only required to submit one Binding Bid. If such parties are also interested in assets located in Kitchener, a separate bid(s) will be required for Lots or Sublots 2, 4, and 5 in respect of the Kitchener assets.

Timeline

56. The Sale Process is a robust process intended to broadly market the assets in a reasonable timeframe. A chronology of the key activities to be undertaken by the Proposed Receiver is set out below.

Timing	Activity
Day 1 to 5	<ul style="list-style-type: none"> • Identification of potential purchasers (each, a “Potential Purchaser”). • Preparation of a marketing teaser (the “Teaser”) and form of non-disclosure agreement (“NDA”) for circulation to Potential Purchasers. • Compile and review information that will be required by Potential Purchasers to assess their offer(s) for the assets. • Establish and commence populating the Data Room with information for Potential Purchasers who executed an NDA to assess the equipment and acquisition opportunity.
Day 5 to 7	<ul style="list-style-type: none"> • Launch the market outreach campaign with an email distribution of the Teaser and NDA to Potential Purchasers. • Advertise in an industry publication. • Commence arranging third-party inspection of assets and preparation of equipment listing for use by Potential Purchasers. • Respond to in-bound calls and inquiries.
Day 15-20	<ul style="list-style-type: none"> • The Receiver’s template forms of offer to be posted in the Data Room for use by Prospective Bidders: <ul style="list-style-type: none"> ○ Agreement of Purchase and Sale re Windsor Business – The Receiver’s template form of Agreement of Purchase and Sale ○ Asset Purchase Agreement / Auction Proposal – The Receiver’s template form of Asset Purchase Agreement and/or Terms and Conditions for an auction proposal
Day 8 to 30	<ul style="list-style-type: none"> • Continue outreach to Potential Purchasers, respond to inquiries, and execution of NDAs. • Ongoing compilation and review of information, updating the Data Room.

Timing	Activity
	<ul style="list-style-type: none"> Coordinate site visits and review of assets by Prospective Bidders.
Day 31	<ul style="list-style-type: none"> Bid deadline for submission of bids, including conditions, supplemental bidder information about its operational background, experience, corporate disclosures, and financial capability (the “Bid Deadline”).
Day 31 to 35	<ul style="list-style-type: none"> Review of bids (each, a “Bid”), selection of shortlisted Bids (each, a “Shortlisted Bid”), correspondence and clarifying questions with Shortlisted Bids, and consultations with stakeholders.
Day 35	<ul style="list-style-type: none"> Selection of the most advantageous Shortlisted Bid(s), conditional on Court approval.
Day 35 to 40	<ul style="list-style-type: none"> Negotiation with the successful bidder(s) and execution of a definitive agreement (a “Definitive Agreement”).
Day 45 to 50	<ul style="list-style-type: none"> Projected date to seek the Court’s approval of the successful purchaser and the corresponding Definitive Agreement (the “Sale Approval Hearing”).
Day 51 to 55	<ul style="list-style-type: none"> Close the transaction (the “Sale Transaction”) set out in the Definitive Agreement. Implement terms of the Definitive Agreement (if applicable). Targeted date for removal of all Property and vacate associated leased premises.
TBC - Auction Timing	<ul style="list-style-type: none"> Period and terms of continued occupancy to facilitate an auction at each or all of the Windsor Facility, Kitchener Facility, and Windsor Warehouse to be negotiated and subject to the Receiver’s discretion.

57. The condensed timeline proposed in the table above reflects the lack of liquidity to fund ongoing protective disbursements, including ongoing Windsor payroll and interim occupancy costs with multiple leased locations. Accordingly, the Receiver believes the Sale Process is reasonable in the circumstances set out above. However, the Proposed Receiver reserves the right to modify or extend the timeframes set out above should it deem it necessary to maximize the realizations from the Property.

Other Terms and Conditions

58. The following is a summary of other key terms and conditions of the Sale Process:

- Purchasers are only required to submit one bid for the Windsor Business and assets located in Windsor.

- Prospective Bidders that operate as an auctioneer (an “**Auctioneer**”) shall submit two bids required for the assets as follows:
 - Cash Purchase Price – An offer to purchase and take title to all of the Property, Lots, or Sublots. Such offers must ascribe bid values to permit the Proposed Receiver to allocate them between other secured creditors as may be applicable and required; and
 - Net Minimum Guarantee – Bidder offers to pay a specified minimum amount for all the machinery and equipment to be auctioned (a “**Net Minimum Guarantee**” or “**NMG**”), plus the proceeds from auction above the NMG would be shared by allocation between the bidder and the Proposed Receiver based upon a negotiated / proposed structure
- Each Auctioneer bid shall (i) provide a brief description of its corporate background, including but not limited to prior experience for projects of this size/scope, and any prior experience in the automotive or manufacturing industry; (ii) demonstrate an in-depth knowledge of the various asset classes available and clear insight on the appropriate channels to market these assets to maximize recovery; (iii) provide evidence of financial ability to close the proposed transaction (e.g. Proof of Funds letter) and appropriate insurance to conclude the transaction; and (iv) specify any partners that would participate in the transaction.
- Each Auctioneer shall outline an opinion on the estimated value range of recovery/price per asset/unit on the asset listing included in the Data Room.
- A listing of the assets will be provided to Potential Purchasers; however, as a starting point interested parties are responsible to conduct their own diligence on the assets. An asset sale is meant to include all assets wall-to-wall, floor-to-ceiling with the exception of items that must remain affixed to building, leased items, and items that would typically remain with a leased building (e.g. HVAC, lighting, doors, electrical, plumbing, etc.).
- All assets will be sold “as-is”, “where-is” without warranty or liability.
- Each bidder to provide its opinion on the estimated value range of recovery/price per asset on the asset listing and in total.
- Bidders will be responsible for: (i) coordinating with the local management on-site appropriate documentation to facilitate sale and asset removal; (ii) coordinating removal of all assets using bonded and insured riggers and service providers; and (iii) leaving the

respective leased facility in an orderly condition and for restoring any damages caused to the premises that occurs as a result of the asset removal.

- The Receiver will assess and consider whether the Bids, if any, are likely to be consummated and in the best interest of stakeholders.
- The Receiver shall review all such Bids and may, but shall have no obligation to, enter into a Definitive Agreement with the Potential Purchaser or Potential Purchasers who submitted the best, highest, or otherwise most favourable bid. The Receiver reserves its right not to accept any bid or to vary the terms of or terminate the Sale Process. The Receiver reserves the right to deal with one or more bidders to the exclusion of others and to accept a bid or bids for some or all of the Property.

59. For greater certainty, paragraphs 52 to 58 this Report are of a summary nature and the terms provided for in the Sales Process at Appendix “A” shall govern.

RECEIVER’S BORROWINGS

60. The draft Receivership Order provides for the Proposed Receiver to borrow up to \$2.0 million by way of Receiver’s certificates. Based on its preliminary analysis, the Receiver believes this should be sufficient to fund receivership operations until the Sale Process can be implemented and proceeds from the sale of the Property collected. In the event that circumstances dictate that the Proposed Receiver would require further funding beyond the maximum set out above, it will return to Court to seek to have the maximum borrowing capacity increased. TD Bank has agreed to provide funding through Receiver’s Certificates throughout the receivership process.
61. The Receiver expects that borrowings may be required to fund existing and ongoing obligations, including but not limited to: payroll, rent, security, utilities, various other protective disbursements, and professional and legal costs that will be incurred during the receivership. The Receiver believes that such borrowings are necessary and appropriate for the benefit of all stakeholders and to enhance value in undertaking the Sale Process. The Receiver intends to utilize such borrowings subject to the timing of collections of A/R and inventory sales.

PROPOSED RECEIVER’S RECOMMENDATIONS

62. For the reasons set out above, and in the event the Court grants the Appointing Order, the Receiver recommends that the Court approve the processes of disposition as described and proposed in this Report.

All of which is respectfully submitted at Toronto, Ontario this 19th day of May, 2023.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as the proposed
Court-appointed Receiver of
Injection Technologies Inc., Moldco Plastics
Inc., and Moldco Holdings Inc., and
without personal or corporate liability



Per:

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



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

APPENDIX A

Appendix “A”

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS INC.

PROPOSED SALE PROCESS

PURPOSE

1. The proposed sale process (the “**Sale Process**”) for Injection Technologies Inc. (“**ITI**”), Moldco Plastics Inc. (“**MPI**”), and Moldco Holdings Inc. (“**Moldco Holdings**”, and together with ITI and MPI, the “**Debtors**”) for sale of the Debtors’ (i) operations in Windsor, Ontario (the “**Windsor Business**”) based out of the Windsor Facility (defined below) and Windsor Warehouse (defined below), and (ii) assets located in both Windsor and Kitchener, Ontario (collectively, the “**Property**”), is proposed to be conducted by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as court-appointed receiver and manager of the Debtors (in such capacity, the “**Receiver**”), in accordance with the terms and timeline set out below.
2. Any contemplated sale shall be subject to approval by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).
3. Unless otherwise indicated herein, any event that occurs on a day that is not a business day shall be deemed to occur on the next business day.
4. Notwithstanding anything contained herein, the Receiver shall have the right to enter into an exclusive transaction for the sale of the Property, or any portion thereof, outside the Sale Process prior to the selection of a Successful Bidder (as defined herein).

SALE PROCESS PROCEDURES

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

therewith, except as expressly stated in this Sale Process or as set forth in a Successful Bid and approved by the Court. The Receiver will distribute to Potential Purchasers an interest solicitation letter (“**Teaser**”) which will provide an overview of this opportunity.

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

BUSINESS AND ASSETS FOR SALE

14. The Windsor Business and assets (the “**Assets**”) of the Debtors will be detailed in the Data Room which will be made available to Prospective Bidders. The Receiver will separate the various assets that are subject to the Sale Process in lots by location and sub-lots (the “**Lots**” and “**Sub-Lots**”, respectively) as listed in the Data Room. Bids can be submitted for the Windsor Business and/or any or all of the Lots or Sub-Lots, which can be summarized as follows:
 - (a) **The Windsor Business:** The operations and assets, including Lot 1 and Lot 3, used in the Windsor Business. A bid for the Windsor Business shall specify which of the following numbered lots are included;
 - (b) **Lot 1:** Fixed assets, including machinery and equipment, located at 4350 Industrial Dr, Windsor, ON (the “**Windsor Facility**”);
 - (c) **Lot 2:** Fixed assets, including machinery and equipment, located at 41 Ardelt Place, Kitchener, ON (the “**Kitchener Facility**”);

- (d) **Lot 3:** Fixed assets, including machinery and equipment, located at 2051 Ambassador Drive, Windsor, ON (the “**Windsor Warehouse**”);
- (e) **Lot 4:** All raw material inventory, work-in-process inventory, and finished goods inventory, which are not otherwise used in operations or sold to customers at each of the Windsor Facility, Kitchener Facility, and Windsor Warehouse; and
- (i) **Lot 4(a)** – The Windsor Facility;
- (ii) **Lot 4(b)** – The Kitchener Facility;
- (iii) **Lot 4(c)** – The Windsor Warehouse; and
- (f) **Lot 5:** All intellectual property of the Debtors, excluding any intellectual property which may be included in a transaction for the Windsor Business.
15. The accounts receivable of the Debtors may be made available for an assignment or sale to a Prospective Bidder, in the sole discretion of the Receiver.
16. The Receiver reserves its right to add or remove assets from the Lots and Sublots prior to the Bid Deadline.
17. **Purchasers seeking only to purchase the Windsor Business and assets located at the Windsor Facility and Windsor Warehouse are only required to submit one Binding Bid. If such parties are also interested in assets located in Kitchener, a separate bid(s) will be required for Lots or Sublots 2, 4, and 5 in respect of Kitchener assets.**

TIMELINE

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

Timing	Activity
Day 1 to 5	<ul style="list-style-type: none">• Identification of Potential Purchasers.• Preparation of the Teaser and form of NDA for circulation to Potential Purchasers.• Compile and review information that will be required by Potential Purchasers to assess their bid(s) for the assets.• Establish and commence populating the Data Room with information for Potential Purchasers who executed an NDA to assess the equipment and acquisition opportunity.
Day 5 to 7	<ul style="list-style-type: none">• Launch the market outreach campaign with an email distribution of the Teaser and NDA to Potential Purchasers.• Advertise in an industry publication.

Timing	Activity
	<ul style="list-style-type: none"> Commence arranging third-party inspection of assets and preparation of equipment listing for use by Potential Purchasers. Respond to in-bound calls and inquiries.
Day 15-20	<ul style="list-style-type: none"> The Receiver's template forms of offer to be posted in the Data Room for use by Prospective Bidders: <ul style="list-style-type: none"> Agreement of Purchase and Sale re Windsor Business – The Receiver's template form of Agreement of Purchase and Sale Asset Purchase Agreement / Auction Proposal – The Receiver's template form of Asset Purchase Agreement and/or Terms and Conditions for an auction proposal
Day 8 to 30	<ul style="list-style-type: none"> Continue outreach to Potential Purchasers, respond to inquiries, and execution of NDAs. Ongoing compilation and review of information, updating the Data Room. Coordinate site visits and review of assets by Prospective Bidders.
Day 31	<ul style="list-style-type: none"> Bid deadline for submission of bids, including conditions, supplemental bidder information about its operational background, experience, corporate disclosures, and financial capability (the "Bid Deadline").
Day 31 to 35	<ul style="list-style-type: none"> Review of bids (each, a "Bid"), selection of shortlisted Bids (each, a "Shortlisted Bid"), correspondence and clarifying questions with Shortlisted Bids, and consultations with stakeholders.
Day 35	<ul style="list-style-type: none"> Selection of the most advantageous Shortlisted Bid(s), conditional on Court approval.
Day 35 to 40	<ul style="list-style-type: none"> Negotiation with the successful bidder(s) and execution of a definitive agreement (a "Definitive Agreement").
Day 45 to 50	<ul style="list-style-type: none"> Projected date to seek the Court's approval of the successful purchaser and the corresponding Definitive Agreement (the "Sale Approval Hearing").
Day 51 to 55	<ul style="list-style-type: none"> Close the transaction (the "Sale Transaction") set out in the Definitive Agreement. Implement terms of the Definitive Agreement (if applicable). Targeted date for removal of all Property and vacate associated leased premises.
TBC - Auction Timing	<ul style="list-style-type: none"> Period and terms of continued occupancy to facilitate an auction at each or all of the Windsor Facility, Kitchener Facility, and Windsor Warehouse to be negotiated and subject to the Receiver's discretion

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

SUBMISSION OF BIDS

20. The Receiver shall seek binding Bids and accompanying materials from Prospective Bidders (each, a **“Binding Bid”**) in accordance with the timeline set out above that provides for:
- (a) delivery of each Binding Bid by the Prospective Bidder on or before the Bid Deadline;
 - (b) the identity of each person or entity (including its shareholders) that is sponsoring or participating in the Binding Bid and the complete terms of such participation, evidence of corporate authority, and proof of such bidder's financial ability to perform the proposed transaction to the satisfaction of the Receiver, acting reasonably;
 - (c) a Binding Bid capable of acceptance and irrevocable until 72 hours following the Bid Deadline;
 - (d) all Binding Bids are to be accompanied by a deposit (the **“Deposit”**) in the form of a wire transfer (to a bank account specified by the Receiver), in an amount equal to at least 10% of the total consideration contained in the Binding Bid. Such deposit to be held in the Receiver's trust account. No interest shall be paid to any Prospective Bidder or Potential Bidder in respect of any Deposit. Deposits will be credited against the balance of the purchase price payable on closing in respect of any Successful Bid;
 - (e) an acknowledgement and representation that the Prospective Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Binding Bid, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents, the Property and/or any other assets to be acquired and liabilities to be assumed in making its Binding Bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business and/or assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in any definitive documents;
 - (f) **no conditions based upon:** (i) the outcome of any further due diligence, (ii) obtaining financing, or (iii) any other conditions to closing, except the usual limited conditions such as the issuance by the Court of an order approving the transaction set forth in the Definitive Agreement.
21. Each Bid submitted in accordance with above terms above shall be a **“Qualified Bid”** and each such Bidder a **“Qualified Bidder”**, as determined by the Receiver.
22. The Receiver may determine whether to entertain Binding Bids for the Property that do not conform to one or more of the requirements specified herein and deem such Binding Bids to be a Qualified Bid.

POST-BID DEADLINE PROCEDURE

23. If one or more Qualified Bids are received the Receiver may:
- (a) accept one (or more, if for distinct transactions) Qualified Bid(s) (the “**Successful Bid**”) and each Qualified Bidder making the Successful Bid(s) being a “**Successful Bidder**”) and take such steps as are necessary to finalize and complete a Definitive Agreement for the Successful Bid(s) with the Successful Bidder(s); or
 - (b) continue negotiations with a selected number of Qualified Bidders (collectively, “**Shortlisted Bidders**”) with a view to finalizing one or more Definitive Agreements with one or more Shortlisted Bidders.
24. The Receiver shall not be under any obligation to accept the highest or best (or any) Qualified Bid and any selection of the Successful Bid(s) and the Shortlisted Bidder(s) shall be entirely in the discretion of the Receiver. For greater certainty, the Receiver is hereby permitted to decline acceptance of any and all Binding Bids, including Qualified Bids. The Receiver shall make it clear that this proposed proposal is not a tender.
25. A Binding Bid will be evaluated based upon several factors including, without limitation, items such as the proposed purchase price, net value provided by such bid, factors affecting the speed and certainty of the closing of the transactions, the assets included or excluded from the bid, and the likelihood and timing of consummating such transactions, as determined by the Receiver.
26. A Binding Bid may not be withdrawn, modified, or amended without the written consent of the Receiver prior to the Successful Bid being determined. Each Bidder shall comply with all reasonable requests for additional information by the Receiver regarding the Qualified Bidder or the Binding Bid. Failure of a Qualified Bidder to comply with requests for additional information may form the basis upon which the Receiver may choose to reject a Binding Bid. Any such withdrawal, modification or amendment made without the written consent of the Receiver prior to the Successful Bid being determined shall result in the forfeiture of such Prospective Bidder’s deposit as liquidated damages and not as a penalty.
27. No one, including any Potential Purchasers, Prospective Bidders, Qualified Bidders, Shortlisted Bidders or Successful Bidders, shall be entitled, to nor permitted any break, termination or similar fee or reimbursement of any kind. For greater certainty, all such persons shall be responsible for their own fees and costs of any kind, including those relating to any due diligence they may have performed, and any Binding Bid they each may make.
28. The Receiver shall not have any liability to any Potential Bidder, for any act or omission related to the process contemplated by the Sale Process. By submitting a bid, each Potential Bidder shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.
29. In the event a Qualified Bidder is not selected as a Successful Bidder, the Deposit shall be returned to the Qualified Bidder as soon as reasonably practicable.

AUCTIONEER BIDS

30. Prospective Bidders that operate as an auctioneer (an “**Auctioneer**”) shall submit two Binding Bids required for all assets as follows, in addition to the terms set forth herein (an “**Auctioneer Bid**”):
- (a) **Cash Purchase Price** – An offer to purchase and take title to all of the Property, Lots, or Sublots. Such offers must ascribe bid values to permit the Receiver to allocate them between other secured creditors as may be applicable and required; and
 - (b) **Net Minimum Guarantee** – Auctioneer offers to pay a specified minimum amount for all the Property, Lots, or Sublots to be auctioned (a “**Net Minimum Guarantee**” or “**NMG**”), **plus** the proceeds from auction above the NMG would be shared by allocation between the Qualified Bidder and the Receiver based upon a negotiated / proposed structure.
31. Each Auctioneer Bid shall, as part of its Binding Bid: (i) provide a brief description of its corporate background, including but not limited to prior experience for projects of this size/scope, and any prior experience in the automotive or manufacturing industry; (ii) demonstrate an in-depth knowledge of the various asset classes available and clear insight on the appropriate channels to market these assets to maximize recovery; (iii) provide evidence of financial ability to close the proposed transaction (e.g. Proof of Funds letter) and appropriate insurance to conclude the transaction; and (iv) specify any partners that would participate in the transaction.
32. Each Auctioneer as part of an Auctioneer Bid shall outline an opinion on the estimated value range of recovery/price per asset/unit on the asset listing included in the Data Room

OTHER TERMS

33. Qualified Bidders will be responsible for: (i) coordinating with the local management on-site appropriate documentation to facilitate sale and asset removal; (ii) coordinating removal of all assets using bonded and insured riggers and service providers; and (iii) leaving the respective leased facility in an orderly condition and for restoring any damages caused to the premises that occurs as a result of the asset removal.
34. If a Successful Bidder breaches its obligations under the terms of its Binding Bid, and if the Receiver chooses not to proceed with the Successful Bidder, any Deposit submitted in connection with the Successful Bid shall be forfeited to the Receiver as liquidated damages and not as a penalty.
35. The Receiver may: (a) determine which Qualified Bid, if any, is the highest or otherwise best bid, (b) reject at any time before the issuance and entry of an order approving a Successful Bid, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Sale Process or any order of the Court, or (iii) contrary to the best interests of the receivership estate, and (c) may modify the Sale Process or impose additional terms and conditions on the sale of the Property, acting reasonably.
36. The Receiver shall not have any liability whatsoever to any person or party, including without limitation any Potential Purchasers, Prospective Bidders, Qualified Bidders, Shortlisted Bidders or Successful Bidders, the Debtors and their shareholders, or any creditor or other stakeholder, for any

act or omission related to the Sale Process. By submitting a Binding Bid, each Prospective Bidder shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.

37. Following the selection of the Successful Bid(s), and subject to the timeline set out above, the Receiver shall bring a motion to the Court for an order, authorizing and approving a Definitive Agreement, together with the transaction contemplated therein (the “**Transaction**”) vesting any Property subject to the Transaction, and authorizing the Receiver to take such further actions as may be necessary or appropriate, to give effect to the Successful Bid(s) (the “**Approval Order**”).
38. Following the granting of any Approval Order by the Court, the Receiver shall take all reasonable steps necessary to complete the Transaction in accordance with the timeline set out herein or as otherwise agreed between the Receiver and Successful Bidder.
39. Notwithstanding anything else contained herein, if it becomes evident to the Receiver that no Qualified Bids will be received, the Receiver, may terminate the Sale Process.
40. This Sale Process is solely for the benefit of the Receiver and nothing contained in the Sale Process Order or this Sale Process shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise).

THE TORONTO-DOMINION BANK	-and-	INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS INC.
Applicant		Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

**PRE-FILING REPORT OF THE PROPOSED RECEIVER,
DELOITTE RESTRUCTURING INC.**

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

APPENDIX B



Court File No. CV-23-00699663-00CL

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

THE HONOURABLE MADAM

)

FRIDAY, THE 26TH

JUSTICE STEELE

)

DAY OF MAY, 2023

)

THE TORONTO-DOMINION BANK

Applicant

and

**INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC.,
AND MOLDCO HOLDINGS INC.**

Respondents

**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively, 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 Mathieu Lafortune sworn May 15, 2023 and the Exhibits thereto, and the Pre-Filing Report of Deloitte dated May 19, 2023, and on hearing the submissions of counsel for the Applicant, the Receiver and the Respondents, no else appearing

although duly served as appears from the affidavit of service of Matilda Lici sworn May 17, 2023 and on reading the consent of Deloitte to act as the Receiver,

SERVICE

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

APPOINTMENT

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

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, but not obligated, 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 manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the 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 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, including in accordance with the processes of disposition as described and proposed in the pre-filing report of Deloitte dated May 19, 2023 filed with the Court on this application (the “**Pre-Filing Report**”);

- (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 \$1,000,000, provided that the aggregate consideration for all such transactions does not exceed \$5,000,000, all before applicable taxes; 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, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to file an assignment into bankruptcy, and to act as trustee in bankruptcy, on behalf of all or any of the Debtors;
- (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; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement,

licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations

thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its

fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

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

22. THIS COURT ORDERS that, pending further Order of the Court, for a period of fifteen (15) calendar days following the date of this Order (the "**Interim Comeback Period**"), the Receiver's Borrowing Charge shall not extend to collateral that is subject to a properly perfected security interest that is in priority to the Bank's security, including purchase money security interests. Any secured creditor that wishes to take the position that the priority charges granted pursuant to this Order should not extend to collateral subject to their security interest shall serve a motion on notice to the Receiver and the Bank within fifteen (15) calendar days of the date of this Order, seeking such relief. In the absence of an Order being granted in respect of such motion that is served within the Interim Comeback Period, all priority charges under this Order including the Receiver's Borrowings Charge set forth in paragraph 21 above, will apply to all assets, including those subject to purchase money security interests, equipment leases or other interests that may be in priority to the Bank's security, immediately upon the conclusion of the Interim Comeback Period without any further steps being taken.

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/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL www.insolvencies.deloitte.ca/en-ca/InjectionTechnologies.

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 the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such solicitors may include Aird & Berlis LLP, solicitors for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent solicitors in respect of any legal advice or services where a conflict exists, or may arise.

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

31. 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.

32. 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.

33. THIS COURT ORDERS that the Applicant shall have its costs of this motion, 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.

34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver 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.

A handwritten signature in blue ink, appearing to be "J. H. H.", is written over a horizontal line. The signature is stylized and cursive.

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 [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK

- and -
**INJECTION TECHNOLOGIES INC., MOLDCO
PLASTICS INC., AND MOLDCO HOLDINGS INC.**

Applicant

Respondents

Court File No.

<hr/>	
<hr/>	<p>ONTARIO</p> <p>SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>Proceedings commenced at Toronto</p>
	<hr/>
	<p>RECEIVERSHIP ORDER</p> <hr/>
<p>AIRD & BERLIS LLP Barristers & Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9</p> <p>D. Robb English (LSO # 19862F) Tel: (416) 865-4748 Email: renglish@airdberlis.com</p> <p>Matilda Lici (LSO #79621D) Tel: (416) 865-3428 Email: mlici@airdberlis.com</p> <p>Lawyers for The Toronto-Dominion Bank</p>	

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APPENDIX C



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.: CV-23-00699663-00CL DATE: 26 May 2023

NO. ON LIST: 1

TITLE OF PROCEEDING: The Toronto-Dominion Bank v. Injection Technologies Inc.
et al.

BEFORE JUSTICE: STEELE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Mark van Zandvoort	The Toronto-Dominion Bank	mvanzandvoort@airdberlis.com
Matilda Lici	The Toronto-Dominion Bank	mlici@airdberlis.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Jorden Sleeth	Deloitte Restructuring Inc	jsleeth@deloitte.ca
Virginie Gauthier	Injection Technologies	virginie.gauthier@gowlingwlg.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Xiaoyu Jia	The Toronto-Dominion Bank	xiaoyu.jia@td.com

ENDORSEMENT OF JUSTICE STEELE:

1. This is an application by The Toronto-Dominion Bank (“TD”) seeking:
 - a) The appointment of Deloitte as receiver and manager of all of the assets of Injection Technologies Inc. (“Injection Technologies”), Moldco Plastics Inc. (“Plastics”), and Moldco Holdings Inc. (“Holdings”) (collectively, the “Debtors”);
 - b) Authorization and direction to the Receiver to offer the assets of the Debtors for sale and to deal with the assets of the Debtors substantially in accordance with the process set out in Deloitte’s pre-filing report; and
 - c) Leave to the Receiver to move to assign the Debtors into bankruptcy, and authorize Deloitte to act as trustee in bankruptcy.
2. The Debtors do not oppose the application.
3. Each of the Debtors is indebted to TD in connection with certain credit facilities. As security for the Debtors’ obligations, they each provided a GSA, dated June 10, 2021, which grants TD a security interest in the any and all of the property, assets and undertakings of the Debtors, registration in respect of which was made under Ontario’s PPSA and British Columbia’s PPSA.
4. The Debtors’ obligations to TD are cross-guaranteed.
5. With regard to Injection Technologies, there are other registrations in addition to TD’s, including registrations made by Wells Fargo Equipment Finance Company, Bank of Montreal, De Lage Landen Financial Services Canada Inc., Meridian OneCap Credit Corp., BMW Canada Inc., and CWB National Leasing Inc.
6. Each of the GSAs granted by the Debtors gives TD a right to appoint a receiver over the Debtors’ property upon the occurrence of an Event of Default. There have been several defaults under the credit agreements, including non-compliance with margin requirements, ratio and reporting covenants, a material adverse change in connection with a \$6.2 million inventory write-down, and a borrowing base shortfall of \$8.1 million.
7. In February 2023, with the cooperation of the Debtors, TD retained Deloitte to review the Debtors’ financials and operations. Among other issues, the Debtors have amassed significant tax arrears and source deduction arrears, as well as an inventory write-down in early 2023 in the amount of approx. \$6.2 million. The Debtors are well in excess of the maximum allowable credit and have been so for over a year. There is a significant borrowing base shortfall. The Debtors will run out of cash unless TD advances further monies.
8. TD issued default letters in January and March 2023, which set out the Debtors’ non-compliance with certain requirements and covenants under the credit facilities. The Debtors have failed to cure the defaults.

9. TD made formal written demand on the Debtors on May 2, 2023, attaching notices of intention to enforce security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*. As of May 1, 2023, the Debtors owe TD approx. \$13 million CAD and approx. \$1.9 million USD.

Appointment of Receiver

10. The Court may appoint a receiver where it is “just and convenient” to do so: CJA, s. 101(1). Similarly, under section 243(1) of the BIA, on an application by a secured creditor, where the Court considers it to be just or convenient to do so, the Court may appoint a creditor to:
- a. Take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
 - b. Exercise any control that the court considers advisable over that property and over the insolvent person’s or bankrupt’s business; or
 - c. Take any other action that the court considers advisable.
11. In order to determine whether it is just and convenient to appoint a receiver, the Court must have regard to all of the circumstances. In particular, the following considerations have been held to be relevant:
- The moving party has a right under its security to appoint a receiver;
 - The security is in jeopardy; and
 - Whether it is in the interests of all concerned to have a receiver appointed by the Court. This analysis includes an examination of the potential costs, the relationship between the debtor and the creditors, the likelihood of maximizing the return on and preserving the subject property and the best way of facilitating the working duties of the receiver and manager.

Bank of Nova Scotia v. Freure Village on the Clair Creek, 1996 CanLII 8258 (ONSC) at paras. 10-13.

12. TD states that the appointment of a receiver is necessary and appropriate for the following reasons:
- a) TD’s security position has deteriorated and will continue to deteriorate absent the appointment of a Receiver;
 - b) The Debtors do not have sufficient cash on hand to continue operations, and the Shareholders are not prepared to provide monies ranking behind TD’s security to fund operations;
 - c) For the protection of the estate of the Debtors and to realize on the collateral subject to TD’s security for the benefit of TD and any other stakeholders.
13. Where the rights of the secured creditor include, pursuant to the terms of its security, the right to seek the appointment of a receiver, the burden on the applicant seeking the appointment of the receiver is relaxed. Generally, the appointment of a receiver is an extraordinary equitable remedy. However, the Courts do not regard the remedy in this way where the relevant security documents permit the appointment. This is because the applicant is seeking to enforce a term of an agreement that both parties made: *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, at para. 27, *Hands-On Capital Investments Inc. v. DMCC Holdings Inc.*, April 19, 2023 (Ont. S.C.J.), at para. 48.

14. Pursuant to the security documents granted by the Debtors to TD, TD is entitled to have a receiver appointed upon any default under the credit agreements or the security. Accordingly, the appointment of a receiver in this case is the result of enforcing the contractual terms agreed to by the Debtors.
15. In any event, it is just and convenient to appoint a receiver in the circumstances (see paras. 25-29 of TD's factum).

Ability of the Receiver to Assign the Debtor into Bankruptcy

16. TD seeks the granting of leave to the Receiver to assign the Debtors into bankruptcy and states that the relief is appropriate for the following reasons:
- a) The financial information of the Debtors is inadequate and inaccurate;
 - b) The Debtors have many unpaid, unsecured creditors who will want to be able to advance their claims in an orderly fashion and who will be interested in the reasons for their loss;
 - c) The Debtors engaged in a number of large transactions over the past 5 years including the acquisition by the current shareholders, the de facto amalgamation of their business operations, the irregularities in their accounting records and payment history with CRA, and the unexplained disappearance of approx. \$6 million of inventory value.
17. As noted by TD, a receiver is not precluded from assigning a debtor into bankruptcy and acting as trustee: *Terrace Sporting Goods Ltd. (Re)*, [1979] O.J. 3361, at paras. 1 and 9, *Solid Holdings Ltd. (Re)*, 2019 BCSC 126, at para. 19, aff'd 2019 BCCA 231.
18. I am satisfied that the addition of this power into the powers set out in paragraph 3 of the Model Order is appropriate in the circumstances.
19. Order to go in the form signed by me today with immediate effect and without the necessity of formal issuance or entry.



APPENDIX D

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of July 28, 2023,

BETWEEN

AARKEL TESTING TECHNOLOGIES INC., a corporation
incorporated under the laws of the Province of Ontario
(the “**Purchaser**”),

- and -

DELOITTE RESTRUCTURING INC., solely in its capacity as
Court-appointed receiver of **INJECTION TECHNOLOGIES
INC.**, **MOLDCO PLASTICS INC.**, and **MOLDCO HOLDINGS
INC.**, and not in its personal or corporate capacity
(the “**Receiver**”)

WHEREAS on May 26, 2023, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted an Order (the “**Receivership Order**”) appointing Deloitte Restructuring Inc. as Receiver of the assets, undertakings and properties of Injection Technologies Inc. (“**Injection**”), Moldco Plastics Inc. (“**Plastics**”), and Moldco Holdings Inc. (“**Holdings**” and together with Injection and Plastics, the “**Debtors**”).

AND WHEREAS pursuant to the Receivership Order, the Receiver was authorized to market and sell the assets, undertakings and properties of the Debtors.

AND WHEREAS the Receivership Order, providing for, among other things, a process under which offers would be solicited for the sale of all or substantially all of the Debtors’ assets and business.

AND WHEREAS the Purchaser desires to purchase the Purchased Assets (as defined herein) and assume the Assumed Liabilities (as defined herein) upon and subject to the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Affiliate**” means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the referent Person.

“Agreement” means this agreement, including its recitals and schedules, as amended from time to time.

“Applicable Law” means:

- (a) any applicable domestic or foreign law including any statute, law, regulation, code, ordinance, rule, restriction, subordinate legislation, by-law or treaty, as well as the common law; and
- (b) any applicable and enforceable rule, requirement, order, judgment, injunction, award or decree of a Governmental Authority.

“Approval and Vesting Order” means an Order of the Court made in the Receivership Proceeding, substantially in the form attached hereto as **Exhibit A**, approving the entry into this Agreement by the Receiver and the consummation of the Transaction contemplated hereby, and vesting in the Purchaser or its nominee(s) all right, title, and interest of the Debtors in and to the Purchased Assets free and clear of all Encumbrances upon payment of the Purchase Price.

“Assigned Contracts” means those Contracts and Permits set out in **Exhibit B**.

“Assignment and Assumption Agreement” means an agreement pursuant to which the Receiver will assign the Assigned Contracts to the Purchaser and the Purchaser will assume the Assumed Liabilities at the Time of Closing, substantially in the form of the document set out in **Exhibit C**.

“Assumed Employees Liabilities” has the meaning given to such term in Section 2.07(1)(c).

“Assumed Employees” has the meaning given to such term in Section 5.01(2).

“Assumed Liabilities” has the meaning set out in Section 2.07.

“Books and Records” means all personnel records, inspection records, financial records, and other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the business and the Purchased Assets as are in the possession or under the control of the Debtors.

“Business Day” means a day other than a Saturday, Sunday, statutory or civic holiday in Toronto, Ontario.

“Claim” means any right or claim of any person that may be asserted or made in whole or in part against the Receiver and/or the Debtors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or

unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a provable claim in bankruptcy within the meaning of the Bankruptcy and Insolvency Act, RSC 1985, c B-3, had 236 Inc. become bankrupt.

“Closing” means the completion of the Transaction in accordance with this Agreement;

“Closing Date” means ten (10) days following the date of the Approval and Vesting Order, or such other date as may be agreed in writing between the parties hereto.

“Contract” means any contract, agreement, license, lease, obligation, promise, undertaking, understanding, arrangement, document, entitlement, engagement, instrument or commitment recognized at law or equity, whether express or implied, or arising by a course of conduct or usage of trade, to which any one of the Debtors is a party or otherwise bound.

“Court” has the meaning set out in the Recitals hereto.

“Cure Costs” means the amount of all monetary defaults, if any, existing in respect of any Assigned Contracts that are required to be paid in order to obtain the consent necessary to permit the assignment under section 2.08(2).

“Debtor Employee Plans” means any Plans maintained or otherwise contributed to, or required to be maintained or contributed to, by or on behalf of the Debtors with respect to its employees.

“Deposit” has the meaning set out in section 2.09.

“Employees” means any and all: (i) officers, employees, individual consultants and individual service providers of the Debtors or any predecessors of the Debtors who are actively working for any of the Debtors (including full-time, part-time or temporary employees); and (ii) officers, employees, individual consultants and individual service providers of the Debtors or any predecessors of the Debtors who are not actively working for any of the Debtors because they have been laid off on a temporary or indefinite basis; and (iii) officers, employees, individual consultants and individual service providers of the Debtors or any predecessors of the Debtors who are not actively working for any of the Debtors because they are on statutory or approved leaves of absence (including maternity leave, parental leave, short-term or long-term disability leave, workers' compensation and other statutory leaves).

“Encumbrance” means any encumbrance against or interest in the Purchased Assets of any kind whatsoever and includes, without limitation, a security interest, mortgage, lien, pledge, assignment, charge, title retention agreement, option, trust or deemed trust (whether contractual, statutory, or otherwise arising), licence, and any covenant or other agreement, restriction, or limitation relating to the Purchased Assets or the transfer of the Purchased Assets to the Purchaser pursuant to this Agreement.

“Excluded Employees” has the meaning set out in subsection 5.01(2).

“Governmental Authority” means any domestic or foreign legislative, executive, judicial or administrative body or person having jurisdiction in the relevant circumstances.

“KERPs” means any key employee retention or management incentive plans approved by the Court in the context of the Receivership Proceeding.

“Intellectual Property” means intellectual property of any nature and kind including all domestic and foreign trade marks, business names, trade names, domain names, trading styles, patents, trade secrets, confidential information, software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations and chemistries, processes and processing methods, technology and techniques and know how.

“Inventories” means all inventories owned by the Debtors and in possession of the Receiver, including all supplies, goods, work in progress, raw materials and spare parts.

“Leased Premises” means the business activities and operations formerly carried on by the Debtors located at any one of the addresses municipally known as:

- (a) 4350 Industrial Drive, Windsor, Ontario, N9C 3R8 (the **“Windsor Plant”**);
- (b) 2051 Ambassador Drive, Windsor, Ontario, N9C 3R5 (the **“Windsor Warehouse”**);
- (c) 41 Ardelt Place, Kitchener, Ontario, N2C 2C8 (the **“Kitchener Plant”**); and
- (d) 965 Wilson Ave, Kitchener, Ontario, N2C 1J1 (the **“Subleased Kitchener Warehouse”**).

“Liabilities” means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind, whether accrued or fixed, actual, absolute, contingent, latent or otherwise, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law or Claim and those arising under any Contract or undertaking or otherwise, including any tax liability or tort liability of the Debtors.

“Non Disclosure Agreement” means the non-disclosure agreement dated May 29, 2023 between the Purchaser and the Receiver.

“Outside Date” has the meaning set out in Section 6.04(b).

“Party” or **“Parties”** mean either the Receiver or the Purchaser, as appropriate in the context, or both.

“Permits” means all permits, licences, certificates, approvals, authorizations, and registrations, or any item with a similar effect, issued or granted by any Governmental Authority.

“**Person**” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“**Plan**” means any plan, arrangement, agreement, program, policy, practice or undertaking, whether oral or written, formal or informal, insured or uninsured, unregistered, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, termination, change of control, health, welfare, medical, dental, disability, life insurance and any similar plans, programmes, arrangements or practices, in each case: (i) for the benefit of an employees or other Persons who are receiving remuneration for work or services provided to the given employer who are not employees (or any spouses, dependants, survivors or beneficiaries of such Persons); (ii) that are maintained, sponsored or funded by the employee’s employer; or (iii) under which such employer has, or shall have, any liability or contingent liability.

“**Purchase Price**” has the meaning set out in Section 2.03.

“**Purchased Assets**” has the meaning set out in Section 2.01.

“**Purchaser Employee Plans**” means any Plans maintained or otherwise contributed to, or required to be maintained or contributed to, by or on behalf of the Purchaser with respect to its employees.

“**Receiver**” has the meaning set out in the Recitals hereto.

“**Receiver’s Certificate**” means a certificate signed by the Receiver substantially in the form attached as **Exhibit D** confirming that: (i) the Purchaser has paid, and the Receiver has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets, and (ii) the conditions to be complied with at or prior to the Time of Closing as set out in Sections 6.01 and 6.02, respectively, have been satisfied or waived by the Receiver or the Purchaser, as applicable, pursuant to Section 6.03.

“**Receivership Order**” has the meaning set out in the recitals hereto.

“**Receivership Proceeding**” means the receivership proceeding in which Deloitte Restructuring Inc. was appointed the Receiver of all of the current and future assets, undertakings, and properties of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc.

“**Sale Process**” means the marketing process approved by the Receivership Order.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Taxes**” means all taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable to them.

“**Time of Closing**” means 3:00 p.m. (Toronto Time) on the Closing Date.

“**Transaction**” means the purchase and sale of the Purchased Assets and all other transactions contemplated by this Agreement.

“**Transfer Taxes**” has the meaning set out in Section 2.06.

“**Windsor Business**” means the assets used to conduct the business of the Debtors located at the Windsor Plant and the Windsor Warehouse not including accounts receivable of the Debtors.

“**Windsor Plant Lease**” has the meaning given to such term in **Exhibit B**.

“**Windsor Warehouse Lease**” has the meaning given to such term in **Exhibit B**.

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Exhibits are to Articles and Sections of and Exhibits to this Agreement.

1.03 Construction

This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party does not apply to the construction or interpretation of this Agreement

1.04 Extended Meanings

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing” and the term “third party” means any Person other than the Receiver and the Purchaser.

1.05 Capacity of Receiver

The Receiver, in executing this Agreement, is entering into this Agreement solely in its capacity as Court appointed receiver of the Debtors, and not in its personal or any other capacity. The Receiver shall have no personal or corporate liability of any kind whether in contract, tort or otherwise.

1.06 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now

enacted or as the same may from time to time be amended, re enacted or replaced and includes any regulations made thereunder.

1.07 Currency

All references to currency herein are to lawful money of Canada.

1.08 Exhibits

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

- Exhibit A** – Form of Approval and Vesting Order
- Exhibit B** – Assigned Contracts and Permits
- Exhibit C** – Form of Assignment and Assumption Agreement
- Exhibit D** – Form of Receiver's Certificate
- Exhibit E** – Allocation of Purchase Price
- Exhibit F** – Permitted Encumbrances
- Exhibit G** – Lot 1(a) – Machinery and Equipment located at the Windsor Plant
- Exhibit H** – Lot 1(b) – Purchase of the BMO Krauss Maffei Unit located at the Windsor Plant
- Exhibit I** – Not Applicable
- Exhibit J** – Lot 3 – Machinery and equipment located at the Windsor Warehouse
- Exhibit K** – Not Applicable
- Exhibit L** – Not Applicable
- Exhibit M** – Not Applicable
- Exhibit N** – Form of Landlord Consent Agreements

ARTICLE 2 - SALE AND PURCHASE

2.01 Assets to be Sold and Purchased

Upon and subject to the terms and conditions hereof, the Receiver will sell to the Purchaser and the Purchaser will purchase from the Receiver, as of and with effect from the Time of Closing, all of the right, title, benefit and interest of the Debtors in and to the assets comprising the groupings set out and described in the Sale Process (collectively, the “**Purchased Assets**”):

- (a) The Windsor Business consisting of the assets, including Lot 1(a) and 3, as well the Purchaser's intention with Lot 1(b) or Lot 1(c) (if any), used in the Windsor Business, and specifying which of the following lots are numbered;
- (b) Lot 1 – The machinery and equipment located at the Windsor Plant:

- (i) Lot 1(a) – The machinery and equipment located at the Windsor Plant as set out in **Exhibit G**, excluding the unit leased from Bank of Montreal (the “**BMO Krauss Maffei Unit**”) located at the Windsor Plant, and excluding those items struck out in **Exhibit G** (the “**Excluded Windsor Equipment**”);
- (ii) Lot 1(b) – The purchase of the BMO Krauss Maffei Unit located at the Windsor Plant as set out in **Exhibit H**; and
- (iii) Lot 1(b)-2 – The ancillary equipment owned by the Debtors used to operate the BMO Krauss Maffei Unit located at the Windsor Plant as set out in **Exhibit H**;
- (c) Lot 3 – The machinery and equipment located at the Windsor Warehouse as set out in **Exhibit J**;
- (d) Lot 5 – All intellectual property of the Debtors, excluding any intellectual property which may be included in a transaction for the Kitchener Business, including all trademarks and trade names used in the Windsor Business; and
- (e) subject to Sections 2.07 and 2.08(3), and to the extent not otherwise included in this Section 2.01, the Assigned Contracts enumerated in **Exhibit B** hereto.

2.02 Excluded Assets

Notwithstanding the foregoing, the Purchased Assets shall not include the following assets of the Debtors (collectively, the “**Excluded Assets**”):

- (a) any lots other than the Purchased Assets;
- (b) cash and cash equivalents whether in bank balances or otherwise;
- (c) any accounts receivable and any amounts owing to the Receiver with respect to the sale of inventory or other assets prior to the Closing Date;
- (d) any tax rebates, grants, refunds or other amounts recoverable and due to the Debtors;
- (e) corporate seals, organizational documents, minute books, stock books, tax returns or other similar records having to do with the corporate organization of the Debtors;
- (f) employee health benefit plans relating to the business and any assets attributable thereto;
- (g) personnel and employment records relating to any Excluded Employees;
- (h) any right, title and interest which accrue or will accrue to the Debtors pursuant to the terms of this Agreement and any other agreements entered into pursuant hereto;

- (i) all amounts owing from any director, officer, former director or officer, shareholder, employee, or any affiliate of the Debtors;
- (j) any amounts recoverable with respect to potential transactions at undervalue, preferences, or other settlements; and
- (k) insurance policies of the Debtors or the Receiver relating to the Purchased Assets and all rights in connection therewith including any rights to payments thereunder upon the occurrence or an insured event or refunds of insurance payments except for insured events in respect of the Purchased Assets which proceeds of insurance shall be paid to the Purchaser.

2.03 Purchase Price

The aggregate purchase price payable by the Purchaser to the Receiver for the Purchased Assets on the Closing Date, excluding all applicable Taxes (such amount being hereinafter referred to as the “**Purchase Price**”), is an amount equal to a sum of the following:

- (a) [REDACTED];
- (b) [REDACTED].

2.04 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets as set out in Exhibit E. The Receiver and Purchaser will make and file all tax returns and filings on a basis which is consistent with the amount and allocation of the Purchase Price.

2.05 Elections

The Receiver and the Purchaser will on or before the Time of Closing jointly execute an election (if applicable), in the prescribed form and containing the prescribed information, to have subsection 167(1.1) of the *Excise Tax Act* (Canada) apply to the sale and purchase of the Purchased Assets hereunder so that no Tax is payable in respect of such sale and purchase under Part IX of the *Excise Tax Act* (Canada). The Purchaser will file such election with the Minister of National Revenue within the time prescribed by the *Excise Tax Act* (Canada).

2.06 Transfer Taxes

(1) The Purchaser will be liable for and, subject to Section 2.05, will pay, or will cause to be paid, all transfer, value added, ad valorem, excise, sales, use, consumption, goods or services, harmonized sales, retail sales, social services, or other similar taxes or duties (collectively, “**Transfer Taxes**”) payable under any Applicable Law on or with respect to the sale and purchase of the Purchased Assets under this Agreement. The Purchaser will prepare and file any affidavits or returns required in connection with the foregoing at its own cost and expense.

(2) The Purchaser shall indemnify and save harmless the Receiver and its employees, advisors and agents from all Claims incurred, suffered or sustained as a result of a failure by the Purchaser:

- (a) to pay any Transfer Taxes payable by the Purchaser; and/or
- (b) to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Purchased Assets.

2.07 Assumption of Liabilities

(1) At the Time of Closing, the Purchaser will assume and thereafter fulfil, perform and discharge when due the following Liabilities of the Debtors outstanding as at the Closing Date (collectively, the “**Assumed Liabilities**”);

- (a) all Liabilities arising from or in connection with the Assigned Contracts arising on and after the Closing Date, always excluding any Cure Costs except for the legal fees which may be charged by the landlords for the Windsor Plant and/or the Windsor Warehouse to enter into the landlord consents as set out in Exhibit N;
- (b) all Liabilities arising from or in connection with any Taxes for which the Purchaser is responsible pursuant to Section 2.06;
- (c) all Liabilities and obligations arising from or in connection with (i) Section 5.01; (ii) relating to the Purchaser’s employment of, or termination of employment (whether or not arising under or in respect of any Purchaser Employee Plan) of any Assumed Employees, to the extent arising on or after the Closing Date; (iii) relating to the acceptance of the Purchaser’s offer of employment or notice of continued employment to any Employee pursuant to the terms of Section 5.01; (iv) the failure of the Purchaser to satisfy its obligations under Section 5.01 with respect to any Employee; and (v) under any Purchaser Employee Plan; (collectively, the “**Assumed Employees Liabilities**”), but for further clarity the Purchaser shall not be liable for any Liabilities and obligations arising (whether before or after the Closing Date) from Employees who are offered employment by the Purchaser and who decline such offer; and

(2) In addition to any other provision for indemnification by the Purchaser contained in this Agreement, the Purchaser will, on and after the Closing Date, indemnify and save harmless the Receiver on its own behalf and as trustee for its Affiliates and their current and former directors and officers, employees, agents, advisors and representatives (including the Receiver) (collectively, the “**Indemnitees**”) from and against all Claims asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with any of the Assumed Liabilities.

2.08 Assigned Contracts

(1) Subject to Section 2.08(2), the Purchaser, with the Receiver's consent, will request any consents necessary to permit the assignment to the Purchaser of the Assigned Contracts. The Receiver will provide its reasonable cooperation to assist the Purchaser to obtain such consents, including providing financial and other information of the Debtors requested by the Purchaser or party to such Assigned Contract.

(2) The Receiver shall have the responsibility and liability to pay reasonable Cure Costs on or before the Closing Date, provided that Cure Costs owing in connection with the Windsor Plant Lease and the Windsor Warehouse Lease shall be no greater than [REDACTED] in the aggregate, or such higher amount deemed to be reasonable in the Receiver's sole and absolute discretion. For greater certainty, such Cure Costs shall exclude outstanding utility charges owing to any utility providers in connection with the Windsor Plant Lease and the Windsor Warehouse Lease which are not capable of becoming a lien on the respective properties (i.e. gas, hydro and telecommunications).

(3) Nothing in this Agreement will constitute an agreement to assign or an attempted assignment of any non assignable rights or any Contracts or Permits for which any requisite consent or approval has not been obtained or which as a matter of Applicable Law or by its terms is not assignable.

2.09 Payment of Purchase Price

(1) The Purchase Price will be satisfied by the Purchaser as follows:

- (a) the sum of [REDACTED] (the "Deposit") forthwith upon the Purchaser submitting a Binding Bid (as defined in the Sale Process), by wire transfer of immediately available funds to an account specified by the Receiver, in trust, as a deposit to be held in a bank account at a Canadian chartered bank and paid as provided in Section 2.09(2);
- (b) the cash balance by wire transfer at the Time of Closing of immediately available funds to an account specified by the Receiver, but subject to the adjustments contemplated by this Agreement; and,
- (c) by the Purchaser assuming the Assumed Liabilities, and
- (d) any bank fees or charges associated with any wire transfer;

(2) The Deposit paid to the Receiver by the Purchaser pursuant to Section 2.09(1)(a) will be paid by the Receiver as follows:

- (a) to the Receiver at the Time of Closing, with any interest that has been paid by the applicable bank thereon being paid to the Purchaser, in each case net of any applicable bank fees or charges, if the sale and purchase of the Purchased Assets provided for herein is completed in accordance with the terms and conditions hereof;

- (b) to the Receiver on or after the fifth Business Day after the date of termination of this Agreement, together with any interest that has been paid by the applicable bank thereon (net of any applicable bank fees or charges), if this Agreement is terminated by the Receiver pursuant to Section 6.04(a), Section 6.04(c) (unless with respect to a condition in Section 6.02(c) or (d) or (e) or (f)) (where the Purchaser has failed to comply with its obligations under this Agreement); or
- (c) to the Purchaser on or after the fifth Business Day after the date of termination of this Agreement, together with any interest that has been paid by the applicable bank thereon (net of any applicable bank fees or charges), if this Agreement is terminated by the Purchaser pursuant to Section 6.04(a) or Section 6.04(b), or by the Receiver pursuant to Section 6.04(c) (solely with respect to a condition in Section 6.02(c) or (d) or (e) or (f)) (unless the Purchaser has failed to comply with its obligations under this Agreement),

provided that if the sale and purchase of the Purchased Assets provided for herein is not completed in accordance with the terms and conditions hereof and, prior to 10:00 a.m. on the fifth Business Day referred to in Section 2.09(2)(b) or (c), as the case may be, written notice is given by either the Receiver or the Purchaser to the other counterparty that such party in good faith disputes that the other is entitled to receive the deposit and/or any accrued interest thereon, then such deposit and all accrued interest thereon may, at the option of the Receiver, be paid into Court as soon as reasonably possible (net of any applicable bank fees or charges), and further provided that the Receiver shall be entitled to seek the direction of the Court at any time in respect of any matter relating to the deposit, including the payment thereof to any Person.

2.10 Delivery of Purchased Assets

At the Time of Closing, the Purchaser will take possession of the Purchased Assets where situated. The Purchaser acknowledges that the Receiver has no obligation to deliver possession of the Purchased Assets to the Purchaser at any location other than the Leased Premises.

In the event that any of the Purchased Assets set out in Exhibit G are not located at the Windsor Plant at the time of Closing, the Receiver shall make arrangements for such items to be returned to the Windsor Plant by the Closing Date. The Purchaser shall, not later than five (5) days of the date hereof, provide written notice to the Receiver with an itemized list of such Purchased Assets that are not located at the Windsor Plant.

2.11 Windsor Business Operations

The Purchaser acknowledges that continued production, operations, tryouts, sampling, and/or testing at the Windsor Plant is not a term or provision of this Agreement and that the Receiver intends to wind down certain or all such operations on an orderly basis prior to August 18, 2023. No resulting diminution of sales volume, customer base, or returns to customers of molds or tooling shall in any way result in any reduction or adjustment of the Purchase Price.

The Purchaser acknowledges that certain customer-owned resin, tools or other such materials may currently and from time to time be stored at the Windsor Warehouse and Winsor

Plant following the Closing Date, and the same shall be considered third-party property and do not form a part of the Purchased Assets under this Agreement. The Purchaser further acknowledges that it shall deal with the owner of such customer-owned resin, tools or materials for the purpose of disposing of or using the same for production and tryouts in the Windsor Business. For greater certainty, the Receiver shall have no obligation to sell or otherwise dispose of customer-owned resin, tools or materials.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.01 Receiver's Representations and Warranties

The Receiver represents and warrants to the Purchaser that, as at the date hereof and as of the Closing Date:

- (a) subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, and the consents to the assignment of real property leases set out in Exhibit N and the consent of Bank of Montreal to the assignment of the BMO Krauss Maffei Unit at the price allocated to the BMO Krauss Maffei Unit, the Receiver has the power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (b) subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, this Agreement constitutes a valid and legally binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms;
- (c) Injection Technologies Inc. and Moldco Plastics Inc. are registered under Part IX of the *Excise Tax Act* (Canada) with registration numbers • and •, respectively; and
- (d) the Receiver is not a non resident of Canada within the meaning of section 116 of the Tax Act.

3.02 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Receiver that:

- (a) the Purchaser is a corporation duly incorporated, organized and existing under the laws of the Province of Ontario;
- (b) the Purchaser has the power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (c) this Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (d) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement and completion of the transactions

contemplated herein and the entering into of this Agreement in completion of the transactions contemplated herein will not breach its constating documents, any agreement binding on the Purchaser, or Applicable Laws relating to the Purchaser;

- (e) there are no orders of or proceedings before or pending before any Governmental Authority, or threatened to be brought by or before any Governmental Authority by or against the Purchaser affecting the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby by the Purchaser;
- (f) no authorizations, consents or approvals of, or filing with or notice to, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement;
- (g) except for the Approval and Vesting Order, no consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement;
- (h) the Purchaser has available, or prior to the delivery of the Binding Bid (as defined in the Sale Process) and at the Time of Closing will have, sufficient funding to enable the Purchaser to consummate the purchase of the Purchased Assets on the terms set forth herein and otherwise to perform all of the Purchaser's obligations under this Agreement;
- (i) the Purchaser is registered under Part IX of the *Excise Tax Act* (Canada) with registration number 70326 3343 RT 0001 and
- (j) the Purchaser is not a non resident of Canada within the meaning of section 116 of the Tax Act.

3.03 "As Is, Where Is"

(1) The Purchaser acknowledges and agrees that it is purchasing the Purchased Assets on an "as is, where is" basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Assets (including a review of title), Assumed Liabilities and all other relevant matters and has determined to proceed with the transaction contemplated herein and will accept the same at the Time of Closing in their then current state, condition, location, and amounts.

(2) Except as otherwise expressly provided in Section 3.01, no representation, warranty or condition whether statutory (including under the *Sale of Goods Act* (Ontario), the *International Sale of Goods Contracts Convention Act* (Canada) and the *International Sale of Goods Act* (Ontario) or any international equivalent act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the *United Nations Convention on Contracts for the International Sale of Goods*), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given including as to title, outstanding liens or encumbrances, description, fitness for

purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets and assume the Assumed Liabilities pursuant to this Agreement.

(3) The description of the Purchased Assets and Assumed Liabilities contained herein is for the purpose of identification only and the inclusion of any item in such description does not confirm the existence of any such items or that any such item is owned by the Debtors. Except as otherwise explicitly set forth in Section 3.01, no representation, warranty or condition has been given by the Receiver concerning the completeness or accuracy of such descriptions and the Purchaser acknowledges and agrees that any other representation, warranty, statements of any kind or nature, express or implied, (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Debtors or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Receiver.

(4) Any documents, materials and information provided by or on behalf of the Receiver to the Purchaser with respect to the Purchased Assets or Assumed Liabilities (including any confidential information memorandums, management presentations, or material made available in the electronic data room) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Receiver has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Receiver and its Affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information.

ARTICLE 4 - COVENANTS

4.01 Covenants of the Receiver

(1) The Receiver will ensure that the representations and warranties of the Receiver set out in Section 3.01 are true and correct in all material respects at the Time of Closing and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the Purchaser set out in Section 6.01 over which it has reasonable control have been performed or complied with in all material respects by the Time of Closing.

(2) The Receiver shall file with the Court, as soon as practicable after its execution and delivery of this Agreement, a motion seeking the Court's issuance of the Approval and Vesting Order.

(3) The Receiver shall use commercially reasonable efforts to request and obtain consents from each of the landlords of the Windsor Plant and the Windsor Warehouse in substantially the same form as attached in Exhibit N, provided that the terms of and any conditions related to such consents shall be satisfactory to the Receiver in its sole discretion, and that the Receiver shall have been deemed to have used commercially reasonable efforts to obtain such consents if any such terms and conditions are unsatisfactory to the Receiver.

(4) The Receiver shall use commercially reasonable efforts to deliver the BMO Krauss Maffei Unit, at the price allocated to the BMO Krauss Maffei Unit, to the Purchaser free and clear of any encumbrances on Closing.

4.02 Covenants of the Purchaser

(1) The Purchaser will ensure that the representations and warranties of the Purchaser set out in Section 3.02 are true and correct in all material respects at the Time of Closing and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the Receiver set out in Section 6.02 over which it has reasonable control have been performed or complied with in all material respects by the Time of Closing.

(2) The Purchaser will provide the Receiver with all information within its possession or control that the Receiver may reasonably request to assist the Receiver in obtaining the Approval and Vesting Order.

(3) The Purchaser will preserve the Books and Records delivered to it at the Time of Closing for a period of six years from the Closing Date, or for such other period as is required by any Applicable Law, and will permit the Receiver and their respective authorized representatives reasonable access thereto in connection with the affairs of the Debtors, and the right to make copies thereof at their expense.

(4) The Purchaser shall make the necessary arrangements to replace any letters of credit or other security deposits posted or received by the Debtors, the Receiver, or any other Person on their behalf, on or prior to Closing.

(5) The Purchaser will comply with the Personal Information Protection and Electronic Documents Act (Canada) and other similar Applicable Laws relating to privacy and the protection of personal information in respect of the Books and Records, Contracts and any other business and financial records related to the Purchased Assets.

(6) The Purchaser shall enter into the Consent Agreements in substantially the same form as attached in Exhibit N.

(7) The Purchaser shall keep the Excluded Windsor Equipment in their current location at the Windsor Plant for a period of up to five months, to afford the Receiver an opportunity to sell the Excluded Windsor Equipment. During this period, the Receiver and prospective purchasers of the Excluded Windsor Equipment shall have access to the Windsor Plant to inspect the Excluded Windsor Equipment during normal business hours upon the Purchaser receiving 24-hours advance notice from the Receiver and/or prospective purchaser(s), as applicable. The Purchaser's only obligations with respect to the Excluded Windsor Equipment is to keep same (i) in the Windsor

Plant, and (ii) in a shut down or standby state (as the Purchaser may reasonably determine is best for the equipment), ready to be activated as may be required for the Receiver and/or a prospective purchaser(s)'s inspection prior to purchase.

(8) From and after the Closing Date and at no cost to the Receiver, the Purchaser shall cooperate with the Receiver and all appropriate governmental authorities (including, without limitation, the Canada Revenue Agency) and shall permit the Receiver reasonable access to its books and records in connection with any investigation, audits or inquiries relating to this Agreement or the transactions contemplated hereby.

ARTICLE 5 - EMPLOYEES

5.01 Employee Matters

(1) The Receiver has made available to the Purchaser a schedule of all Employees (without reference to names), together with, their positions and material terms of employment including wages/salary, incentive compensation, service date, benefits and vacation entitlement and accrual. The Receiver will inform the Purchaser on a periodic basis, or as requested, of any changes to the Employees (other than Excluded Employees).

(2) No later than two Business Days prior to the Closing Date, conditional on Closing and with effect as of the Closing, the Purchaser shall, in a form agreed by the Receiver and in compliance with Applicable Law, offer continuing employment to one or more Employees on terms and conditions, including compensation, benefits, hours of work and duties, that are substantially similar and no less favourable in the aggregate to those such Employees currently enjoy, save and except for recognition of such Employees' prior service with the Debtors, except as may be required by the *Employment Standards Act, 2000* (Ontario). The Employees to whom the Purchaser does not elect to offer continuing employment or who do not accept the Purchaser's offer of employment shall hereinafter be collectively referred to as the "**Excluded Employees**". The Employees who accept the Purchaser's offer of employment, shall hereinafter be collectively referred to as the "**Assumed Employees**".

(3) The Assumed Employees' employment with the Purchaser after the Closing Date, shall not include a probationary period and shall not be conditioned upon such Assumed Employees satisfactorily completing a background investigation, drug test or other employment screening processes. The Purchaser shall notify the Receiver of the acceptance and rejections of offers of employment that have been received from each of the Employees upon request of the Receiver.

(4) The Purchaser shall recognize service of the Assumed Employees with the Debtors. The Receiver shall cooperate with the Purchaser in giving notice to the Employees of the Debtors concerning such matters referred to in this Section 5.01 as are reasonable under the circumstances.

(5) The Purchaser shall assume and be responsible for all liabilities and obligations with respect to the Assumed Employees accrued from the Closing Date, including, but not limited to, any required notice of termination, termination or severance pay (required under Applicable Law or under any Contract), employment insurance, workplace safety and insurance/workers'

compensation, Canada Pension Plan, salary or wages, vacation pay, overtime pay, payroll or employer health Taxes, commissions or vacation entitlements and accruals.

(6) In addition to the other obligations assumed pursuant to this Section 5.01, the Purchaser shall be responsible for any and all Claims incurred by or to the Assumed Employees (and their respective eligible spouses, beneficiaries and dependents) on and after the Closing Date. For these purposes, "Incurred" means, in relation to Claims under Debtor Employee Plans or Purchaser Employee Plans, the date on which the event giving rise to such claim occurred and, in particular: (i) with respect to a death or dismemberment claim, shall be the date of the death or dismemberment; (ii) with respect to a short-term or long-term disability Claim, shall be the date that the period of short-term or long-term disability commenced; (iii) with respect to an extended health care claim, including, without limitation, dental and medical treatments, shall be the date of the treatment; and (iv) with respect to a prescription drug or vision care claim, the date that the prescription was filled.

(7) After the date hereof, the Receiver and the Purchaser shall cooperate promptly and in good faith in preparing the transition of the Assumed Employees to coverage under the Purchaser Employee Plans effective as of the Closing Date. On and after the Closing Date, the Purchaser shall be responsible for and make all required contributions and payments in relation to the Assumed Employees that are transitioned to coverage under the Purchaser Employee Plans. If, at the Closing Date, the transition of any Assumed Employees to coverage under any Purchaser Employee Plan has not been completed, the Purchaser shall be responsible for all liabilities and obligations under any Employee Plan in respect of any such Assumed Employees until the Assumed Employees have been transitioned to coverage under the applicable Purchaser Employee Plan.

(8) For purposes of the Purchaser Employee Plans in which any Assumed Employees participate, the Purchaser shall recognize the service date of each such Employee, to the same extent that service credit would be given under the analogous Employee Plan, for purposes of eligibility and vesting, and with respect to any severance or vacation plan, the determination of levels of benefits, but not for purposes of benefit accrual. With respect to each Assumed Employee (and their eligible dependents, as applicable), the Purchaser shall use commercially-reasonable efforts to cause such Purchaser Employee Plans to (i) waive any eligibility periods, evidence of insurability or pre-existing condition limitations and (ii) honor any deductibles, co-payments, co-insurance or out-of-pocket expenses paid or incurred by such Employees, including with respect to their dependents, under comparable Plans.

ARTICLE 6 - CONDITIONS AND TERMINATION

6.01 Conditions for the Benefit of the Purchaser

The sale by the Receiver and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Purchaser and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Receiver set forth in this Agreement will be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Receiver will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Receiver at or prior to the Time of Closing;
- (c) the landlord of the Windsor Plant shall have entered into a Consent Agreement substantially in the form as set out in Exhibit N, provided that this condition will still be considered to be satisfied if a Consent Agreement is obtained wherein the Windsor Plant landlord does not agree to pay the Tenant Allowance contemplated in the Windsor Plant lease;
- (d) the landlord of the Windsor Warehouse shall have entered into a Consent Agreement substantially in the form as set out in Exhibit N;
- (e) the Receiver shall be able to deliver title to the BMO Krauss Maffei Unit to the Purchaser, free and clear of any encumbrances on Closing;
- (f) to the best of the Receiver's knowledge, no action or proceeding in Canada will be pending by any third party to enjoin or prohibit the sale and purchase of the Purchased Assets; and
- (g) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom).

6.02 Conditions for the Benefit of the Receiver

The sale by the Receiver and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Receiver and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Purchaser will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Purchaser at or prior to the Time of Closing;
- (c) no action or proceeding in Canada will be pending by any third party to enjoin or prohibit the purchase and sale of the Purchased Assets;
- (d) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom);

- (e) the landlord of the Windsor Plant shall have entered into a Consent Agreement substantially in the form as set out in Exhibit N, provided that this condition will still be considered to be satisfied if a Consent Agreement is obtained wherein the Windsor Plant landlord does not agree to pay the Tenant Allowance contemplated in the Windsor Plant lease;
- (f) the landlord of the Windsor Warehouse shall have entered into a Consent Agreement substantially in the form as set out in Exhibit N; and
- (g) Bank of Montreal shall have consented to the transfer of the BMO Krauss Maffei Unit at the price allocated to the BMO Krauss Maffei Unit in this Agreement.

6.03 Waiver of Condition

The Purchaser, in the case of a condition set out in Section 6.01, and the Receiver, in the case of a condition set out in Section 6.02 (other than Section 6.02(d)), will have the exclusive right to waive the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non performance of or non compliance with any other condition in whole or in part. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving party. Such waiving party will retain the right to complete the purchase and sale of the Purchased Assets herein contemplated.

6.04 Termination

This Agreement may be terminated, by notice given prior to or on the Closing Date:

- (a) by the Receiver or the Purchaser if a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement has been committed by the other party and such breach has not been waived or cured within five days following the date on which the non breaching party notifies the other party of such breach;
- (b) by the Purchaser if a condition in Section 6.01 becomes impossible to satisfy prior to August 31, 2023 (the “**Outside Date**”) (other than through the failure of the Purchaser to comply with its obligations under this Agreement) and the Purchaser has not waived such condition, provided that the Receiver may extend the Outside Date by up to 30 days in the event that the sole remaining condition is due to the Approval and Vesting Order having not yet become final;
- (c) by the Receiver if a condition in Section 6.02 becomes impossible to satisfy prior to the Outside Date (other than through the failure of the Receiver to comply with its obligations under this Agreement) and the Receiver has not waived such condition;
- (d) by the Receiver pursuant to Section 7.06(2)(b);
- (e) by written agreement of the Purchaser and the Receiver;

- (f) by the Receiver or the Purchaser if the completion of the sale of Purchased Assets herein contemplated has not occurred (other than through the failure of the party seeking termination to comply with its obligations under this Agreement) on or before the Outside Date;
- (g) by the Receiver or the Purchaser if the Receiver is unable to obtain signed consent from the Windsor Plant landlord on or before the Outside Date.

6.05 Effect of Termination

Each party's right of termination under Section 6.04 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 6.04, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 2.09(2), 7.04, 9.04 and 9.05 will survive; provided, however, that if this Agreement is terminated by a party because of a material breach of a representation or warranty, covenant, obligation or other provision of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies with respect to such breach will survive such termination unimpaired.

ARTICLE 7 - CLOSING ARRANGEMENTS

7.01 Closing

Subject to the terms and conditions of this Agreement, the sale and purchase of the Purchased Assets will be completed electronically on the Closing Date, at the Time of Closing, or via such other place as may be agreed upon in writing by the Parties.

7.02 Receiver's Closing Deliveries

On or before the Time of Closing, the Receiver will deliver or cause to be delivered to the Purchaser the following:

- (a) a copy of the issued and entered Approval and Vesting Order;
- (b) if available, the tax election as contemplated by Section 2.05 executed by the Receiver;
- (c) a bill of sale, duly executed by the Receiver, if necessary;
- (d) the Assignment and Assumption Agreement executed by the Receiver;
- (e) consents to the assignment of the Windsor Warehouse lease and Windsor Plant lease;
- (f) an Assignment of the Assigned Contracts set out in Exhibit B;

- (g) a general conveyance of all Purchased Assets;
- (h) reasonable evidence of payment of the Cure Costs described in S.2.07(1); and
- (i) such other documents or instruments as contemplated or required to be delivered by the Receiver pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

7.03 Purchaser's Closing Deliveries

On or before the Time of Closing, the Purchaser will deliver or cause to be delivered to the Receiver the following:

- (a) payment of the Purchase Price to the Receiver as contemplated by Section 2.09(1).
- (b) evidence, satisfactory to the Receiver, of the payment of or arrangements to pay all Cure Costs as contemplated by Section 2.08(2).
- (c) a certificate executed by a senior officer of the Purchaser confirming that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as of the Time of Closing and that the obligations of the Purchaser to be performed prior to the Time of Closing have been performed in all material respects;
- (d) if available, the tax election as contemplated by Section 2.05 executed by the Purchaser;
- (e) the Assignment and Assumption Agreement executed by the Purchaser;
- (f) signed consents to the assignment of the Windsor Warehouse lease and Windsor Plant lease; and
- (g) such other documents or instruments as contemplated or required to be delivered by the Purchaser pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

7.04 Confidentiality

Subject to the terms of the Non Disclosure Agreement, both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter, the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Debtors or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to the Debtors or to the operations which the Purchaser obtained pursuant to this Agreement.

7.05 Delivery of Receiver's Certificate

Closing shall be deemed to have occurred upon the Receiver's execution and delivery of the Receiver's Certificate confirming the Closing of the transactions contemplated hereby, and a copy of same shall be filed with the Court.

7.06 Risk of Loss

(1) The Purchased Assets will be at the Receiver's risk until the completion of the Transaction contemplated herein on the Closing Date and thereafter at the Purchaser's risk.

(2) If, before the Closing, any of the Purchased Assets is lost, damaged or destroyed or is appropriated, expropriated or seized by any Governmental Authority, then:

- (a) the Parties shall agree on an adjustment to the Purchase Price to account for such loss, damage, destruction, appropriation, expropriation or seizure; or
- (b) if such loss, damage, destruction, appropriation, expropriation or seizure is materially adverse to the Purchaser, as determined by the Purchaser, acting reasonably, then the Purchaser, at its sole discretion may terminate this Agreement and will forthwith give notice thereof to the Receiver.

ARTICLE 8 - SURVIVAL

8.01 Survival

No covenants, representations and warranties of each party contained in this Agreement will survive the completion of the sale and purchase of the Purchased Assets and assumption of the Assumed Liabilities hereunder, except for the covenants that by their terms are to be satisfied or survive after the Time of Closing (including without limitation Sections 2.06, 2.09(2), 4.02(3), 9.04, and 9.05), which covenants will continue in full force and effect in accordance with their terms.

ARTICLE 9 - GENERAL

9.01 Legal Advice

The Parties have each consulted with and been advised by their own solicitors before entering into this Agreement, have read same, and know the contents thereof.

9.02 Further Assurances

Each of the Receiver and the Purchaser will from time to time at the request and expense of the other execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

9.03 Time of the Essence

Time is of the essence of this Agreement.

9.04 Fees, Commissions and other Costs and Expenses

Each of the Receiver and the Purchaser shall be solely responsible for their respective legal and accounting costs and expenses and any real estate or other commissions incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred and will indemnify and save harmless the other from and against any Claim resulting from any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the transactions under this Agreement.

9.05 Public Announcements

Except as required by Applicable Law, no public announcement or press release concerning the sale and purchase of the Purchased Assets may be made by the Receiver or the Purchaser without the prior consent and joint approval of the Receiver and the Purchaser.

9.06 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9.07 Entire Agreement

This Agreement (including the agreements contemplated hereby and the Binding Bid into which it is incorporated by reference) and the Non Disclosure Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and such agreements cancel and supersede any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement (including the agreements contemplated hereby) or in the Non Disclosure Agreement.

9.08 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

9.09 Assignment

This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party hereto, which consent may be arbitrarily withheld, provided that the Purchaser may designate one or more nominees to take title in and to the Purchased Assets, or any part

thereof, by giving the Receiver written notice of such assignment at least two clear Business Days prior to the date of the hearing of the application for the Vesting Order.

9.10 Notices

Any demand, notice or other communication required or permitted to be given in connection with this Agreement must be in writing and delivered by courier or email as follows:

To the Receiver:

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

Attention: Stefano Damiani
Email: sdamiani@deloitte.ca

Attention: Jorden Sleeth
Email: jsleeth@deloitte.ca

With copies to (which will not constitute notice):

Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Attention: D. Robb English
Email: renglish@airdberlis.com

To the Purchaser:

AARKEL TESTING TECHNOLOGIES INC.
2800-130 Adelaide Street West
Toronto, ON M5H 3P5

Attention: Larry Delaey and Mary Van Santvoort
Email: larryd@aarkel.com and mary@zynik.com

With copies to (which will not constitute notice):

Loopstra Nixon LLP
2800-130 Adelaide Street West
Toronto, ON M5H 3P5

Attention: Eric Feige, Julian Papes and Gary Fung
Email: efeige@ln.law, jpapes@ln.law and gfung@ln.law

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

9.11 Remedies Cumulative

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

9.12 No Third Party Beneficiary

This Agreement is solely for the benefit of the Parties and no third party accrues any benefit, claim or right of any kind pursuant to, under, by or through this Agreement.

9.13 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties hereby attorn to the jurisdiction of the Court.

9.14 Attornment

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Receiver and the Purchaser each attorns to the jurisdiction of the courts of the Province of Ontario.

9.15 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited, or unenforceable, that provision will, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition, or unenforceability without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other Parties or circumstances.

9.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

9.17 Electronic Execution

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

[The balance of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**AARKEL TESTING TECHNOLOGIES
INC.**

Per: 

Name: Larry Delacy

Title: President

Per: 

Name: Mary Van Santvoort

Title: Secretary-Treasurer

We have authority to bind the Corporation.

**DELOITTE RESTRUCTURING INC., solely
in its capacity as Court-appointed receiver of
INJECTION TECHNOLOGIES INC.,
MOLDCO PLASTICS INC., and MOLDCO
HOLDINGS INC., and not in its personal or
corporate capacity**

Per: 

Name: Jorden Sleeth, CPA, CA, CIRP, LIT

Title: Senior Vice-President

Per: 

Name: Stefano Damiani, CPA, CA, CIRP, LIT

Title: Senior Vice-President

EXHIBIT A

FORM OF APPROVAL AND VESTING ORDER

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

THE HONOURABLE) _____ DAY, THE [•]
JUSTICE _____) DAY OF [•], 2023

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC.,
AND MOLDCO HOLDINGS INC.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Deloitte Restructuring Inc., in its capacity as Court appointed receiver (the “Receiver”) of the undertaking, property and assets of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively the “**Debtors**”), for an order approving the sale transaction (the “Transaction”) contemplated by an asset purchase agreement (the “**APA**”) between the Receiver and • (the “**Purchaser**”) dated •, and vesting in the Purchaser all of the Debtors’ right, title, benefit 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 Affidavit of • sworn •, and the • Report of the Receiver dated • (the “• Report”), and on hearing the submissions of counsel for the Receiver, the Applicant, and the Purchaser, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of • sworn •, filed:

1. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the APA.

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

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the “**Receiver’s Certificate**”), all of the Debtors’ right, title, benefit and interest in and to the Purchased Assets described in the APA 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 Receivership Order dated •; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule B** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

6. **THIS COURT ORDERS** that, 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 Debtors’ records pertaining to the Debtors’ 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 Debtors.

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

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

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 Debtors and shall not be void or voidable by creditors of the Debtors, 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.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from Section 6(3) of the *Retail Sales Act* (Ontario).

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.

[SEALING]

10. [THIS COURT ORDERS that the Confidential Appendix to the • Report shall be sealed, kept confidential and not form part of the public record, but shall be placed separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court.]



Schedule A – Form of Receiver’s Certificate

Court File No. •

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

THE HONOURABLE) _____ DAY, THE [•]
JUSTICE _____) DAY OF [•], 2023

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC.,
AND MOLDCO HOLDINGS INC.**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable • of the Ontario Superior Court of Justice (the “**Court**”) dated •, Deloitte Restructuring Inc. was appointed as receiver (the “**Receiver**”) of the assets, undertakings and properties of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively the “**Debtors**”).

B. Pursuant to an Order of the Court dated •, 2023, the Court approved the agreement of purchase and sale made as of •, 2023 (the “**Asset Purchase Agreement**”) between the Receiver and • (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ right, title

and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, (ii) that the conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the 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 the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Deloitte Restructuring Inc., in its capacity as
Receiver of Injection Technologies Inc.,
Moldco Plastics Inc., and Moldco Holdings
Inc., and not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Encumbrances to be deleted and expunged from title

Schedule C – Permitted encumbrances unaffected by the Vesting Order

EXHIBIT B

ASSIGNED CONTRACTS AND PERMITS

1. Lease of Windsor Plant amongst 2856808 Ontario Inc., as Landlord, Injection Technologies Inc., as Tenant, and Moldco Plastics Inc., as Guarantor dated December 14, 2021 (the “**Windsor Plant Lease**”).
2. Lease of Windsor Warehouse between 1088168 Ontario Ltd., as Landlord, and Injection Technologies Inc., as Tenant, dated June 12, 2019 as amended by Amending Agreement dated August 26, 2019 (the “**Windsor Warehouse Lease**”).

No other contracts than those listed herein, including customer contracts (i.e. contracts between Debtors and their customers), are being assumed by Purchaser. Purchaser may, but is not obligated to, negotiate new contracts with customers.

The parties agree that this Exhibit B shall be read as to exclude any contracts for which the Receiver is unable to obtain an assignment to Purchaser on or before Closing.

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

See attached.

THIS AGREEMENT is made as of **<*>**, 2023

BETWEEN

AARKEL TESTING TECHNOLOGIES INC., a corporation
incorporated under the laws of the Province of Ontario
(the “**Purchaser**”),

- and -

DELOITTE RESTRUCTURING INC., solely in its capacity as
**Court-appointed receiver of INJECTION TECHNOLOGIES
INC., MOLDCO PLASTICS INC., and MOLDCO HOLDINGS
INC., and not in its personal or corporate capacity**

WHEREAS the parties hereto have entered into an asset purchase agreement dated as of **<*>**, 2023 (the “**Asset Purchase Agreement**”), pursuant to which Deloitte Restructuring Inc., solely in its capacity as court appointed receiver of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc., (collectively, the “**Debtors**”) and not its personal capacity (the “**Receiver**”), has agreed to assign all of the Debtors’ right, title, benefit and interest in and to the Assigned Contracts to the Purchaser, and the Purchaser has agreed to assume, perform and indemnify and hold harmless the Receiver and the Debtors from the Assumed Liabilities, upon the terms and conditions set forth therein;

AND WHEREAS pursuant to Sections 7.02(d) and 7.03(e) of the Asset Purchase Agreement, the Purchaser and the Receiver are required to enter into and deliver this Agreement at the Time of Closing;

NOW THEREFORE in conjunction with and in consideration of the completion of the transactions to be effected at the Time of Closing as contemplated by the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Receiver and the Purchaser agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

Unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of, and Schedules to, this Agreement.

1.03 Extended Meanings

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing”.

ARTICLE 2 - ASSIGNMENT AND ASSUMPTION

2.01 Assignment by the Purchaser

Upon and subject to the terms of the Asset Purchase Agreement, effective at the Time of Closing, the Receiver hereby assigns and transfers to the Purchaser all of the Debtors’ right, title, benefit and interest under or in respect of the Assigned Contracts.

2.02 Assumption by the Purchaser

Upon and subject to the terms of the Asset Purchase Agreement, effective at the Time of Closing, the Purchaser hereby assumes and agrees to fulfill, perform and discharge the Assumed Liabilities.

2.03 Release by the Purchaser

The Purchaser hereby: (i) unconditionally and irrevocably fully releases and discharges the Receiver and the Debtors from any Claim which the Purchaser may now or hereafter have against the Receiver or the Debtors by reason of any matter or thing arising out of, or resulting from, any of the Assumed Liabilities, and (ii) agrees that the Purchaser will not make or take any Claim with respect to any matter released and discharged in this Section 2.03 which may result in any Claim against the Receiver or the Debtors for contribution or indemnity or other relief.

2.04 Indemnity by the Purchaser

The Purchaser hereby indemnifies and saves harmless the Receiver on its own behalf and as trustee for its Affiliates and its and their current and former directors and officers, employees, agents, advisors, and representatives (collectively, the “**Indemnitees**”) from and against all Claims asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with any of the Assumed Liabilities. The Purchaser appoints the Receiver as the trustee for the Indemnitees of the covenants of indemnification of the Purchaser with respect to such Indemnitees specified in this Section 2.04 and the Receiver accepts such appointment.

ARTICLE 3 - GENERAL

3.01 Further Assurances

The Receiver and the Purchaser will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

3.02 Time of the Essence

Time is of the essence of this Agreement.

3.03 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

3.04 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

3.05 Assignment

This Agreement may not be assigned by the Receiver or by the Purchaser without the consent of: (i) in the case of an assignment by the Receiver, the Purchaser; and (ii) in the case of an assignment by the Purchaser, the Receiver.

3.06 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and in accordance with Section 9.10 of the Asset Purchase Agreement.

3.07 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

3.08 Attornment

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Receiver and the Purchaser each attorn to the jurisdiction of the courts of the Province of Ontario.

3.09 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

3.10 Electronic Execution

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

3.11 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any of the parties.

[The balance of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**AARKEL TESTING TECHNOLOGIES
INC.**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

**DELOITTE RESTRUCTURING INC., solely
in its capacity as Court-appointed receiver of
INJECTION TECHNOLOGIES INC.,
MOLDCO PLASTICS INC., and MOLDCO
HOLDINGS INC., and not in its personal or
corporate capacity**

Per: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF RECEIVER'S CERTIFICATE

See attached.

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

THE HONOURABLE) _____ DAY, THE [•]
JUSTICE _____) DAY OF [•], 2023

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC.,
AND MOLDCO HOLDINGS INC.**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable • of the Ontario Superior Court of Justice (the “**Court**”) dated •, Deloitte Restructuring Inc. was appointed as receiver (the “**Receiver**”) of the assets, undertakings and properties of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc. (collectively the “**Debtors**”).

B. Pursuant to an Order of the Court dated •, 2023, the Court approved the agreement of purchase and sale made as of •, 2023 (the “**Asset Purchase Agreement**”) between the Receiver and • (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the

Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming:

(i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, (ii) that the conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the 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 the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Deloitte Restructuring Inc., in its capacity as
Receiver of Injection Technologies Inc.,
Moldco Plastics Inc., and Moldco Holdings
Inc., and not in its personal capacity**

Per: _____
Name:
Title:

EXHIBIT E

ALLOCATION OF PURCHASE PRICE

The Parties hereby agree that the Purchase Price will be allocated among the Purchased Assets as follows:

Item	Amount
The Windsor Business	
Assigned Contracts	Nominal

EXHIBIT F

PERMITTED ENCUMBRANCES

- 1) Financing statements in favour of De Lage Landen Financial Services Canada Inc. pertaining to forklifts that Purchaser has agreed to assume as Assumed Contracts (all located at Windsor Plant)

No other encumbrances on the Purchased Assets are permitted.

EXHIBIT G

LOT 1(A) – MACHINERY AND EQUIPMENT LOCATED AT THE WINDSOR PLANT

See attached Spreadsheet

**IN THE MATTER OF THE RECEIVERSHIP OF INJECTION TECHNOLOGIES INC.,
MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS INC.
LOT 1A - MACHINERY AND EQUIPMENT AT THE WINDSOR PLANT - 4350 INDUSTRIAL DRIVE (Excluding BMO Krauss Maffei Unit)**

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
1A-1	1000T-CLASSIC	HPM	1990	HPM1000-MK-II-WP-160-SPCL	91030	HPM (1990) HPM1000-MK-II-WP-160-SPCL 1000-TON CAPACITY HORIZONTAL HYDRO-MECHANICAL PLASTIC INJECTION MOLDING MACHINE WITH CONVENTIONAL CONTROL, 200 OZ SHOT, 80" X 65" PLATTENS, 60" X 45" TIE BAR CLEARANCE, 96" MAX DAYLIGHT OPENING, HOPPER FEEDER, S/N 91030 (NOT IN SERVICE)		
		MOLD MASTERS	N/A	TEMPMASTER	M2-16378247	MOLD MASTERS TEMPMASTER 40-ZONE DIGITAL DIE HEAT CONTROLLER, S/N M2-16378247		
		ADVANTAGE	N/A	SK-1680LF	N/A	ADVANTAGE SK-1680LF DIGITAL WATER TEMPERATURE CONTROLLER, S/N N/A		
		ADVANTAGE	N/A	SK-1680LF	N/A	ADVANTAGE SK-1680LF DIGITAL WATER TEMPERATURE CONTROLLER, S/N N/A		
1A-2	1000T NEW	UBE	2008	UZ SERIES 1000US	17343	UBE (2008) UZ SERIES 1000US 1000 TON CAPACITY HORIZONTAL SERVO-HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH UBE NAVIGATOR WINDOWS PC-BASED TOUCHSCREEN CNC CONTROL, 185 OZ SHOT, 76.9" X 66.9" PLATTENS, 60" X 50" TIE BAR CLEARANCE, 107.85" MAX DAYLIGHT OPENING, STAINLESS STEEL HOPPER FEEDER, S/N 17343		
		MOLD MASTERS	N/A	TEMPMASTER	M2-16373358	MOLD MASTERS TEMPMASTER 40-ZONE DIGITAL DIE HEAT CONTROLLER, S/N M2-16373358		
		ADVANTAGE	2022	SK-1035G	190242	ADVANTAGE (2022) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 190242		
		ADVANTAGE	2022	SK-1035G	190240	ADVANTAGE (2022) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 190240		
1A-3	1250T	NEGRI BOSSI	2017	M162 VECTOR WP	M162-522	NEGRI BOSSI (2017) M162 VECTOR WP 1250 TON CAPACITY HORIZONTAL INJECTION MOLDING MACHINE WITH NEGRI BOSSI COLUMBIA CNC CONTROL, 167 OZ SHOT, 84.6" X 66.9" PLATTENS, 62.9" X 45.2" TIE BAR CLEARANCE, 55.12" MAX DAYLIGHT OPENING, STAINLESS STEEL HOPPER FEEDER, S/N M162-522		
		SEPRO	2013	SR4050 LD S5 TRANS	P19291	SEPRO (2013) SR4050 LD S5 TRANS PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N P19291		
		MOLD MASTERS	N/A	TEMPMASTER ME	M2-17213912	MOLD MASTERS TEMPMASTER ME MULTI-ZONE DIGITAL DIE HEAT CONTROLLER, S/N M2-17213912		
		MOKON	N/A	DF5024AA	7016897	MOKON DF5024AA DIGITAL WATER TEMPERATURE CONTROLLER, S/N 7016897		
1A-4	1500T	MOKON	N/A	DF5024AA	7016898	MOKON DF5024AA DIGITAL WATER TEMPERATURE CONTROLLER, S/N 7016898		
		UBE	2015	SERVOMAX 1500W UST	52348	UBE (2015) SERVOMAX 1500W UST 1500 TON CAPACITY HORIZONTAL SERVO-HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH UBE NAVIGATOR WINDOWS PC-BASED TOUCHSCREEN CNC CONTROL, 265 OZ SHOT, 97.5" X 77.5" PLATTENS, 72" X 52" TIE BAR CLEARANCE, 117" MAX DAYLIGHT OPENING, STAINLESS STEEL HOPPER FEEDER, S/N 52348		
		WHITTMANN	2003	W643	W643-5178	WHITTMANN (2003) W643 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N W643-5178		
		MOLD MASTERS	N/A	TEMPMASTER	M2-16373356	MOLD MASTERS TEMPMASTER 40-ZONE DIGITAL DIE HEAT CONTROLLER, S/N M2-16373356		
1A-5	1600T	MOKON	N/A	DN5036ZH	7014403	MOKON DN5036ZH WATER TEMPERATURE CONTROLLER, S/N 7014403		
		MOKON	N/A	DN5036ZH	7014402	MOKON DN5036ZH WATER TEMPERATURE CONTROLLER, S/N 7014402		
		KRAUSS MAFFEI	2012	MXZ 1600-12000/3000 MULTINJECT	61017102	KRAUSS MAFFEI (2012) MXZ 1600-12000/3000 MULTINJECT 1600 TON CAPACITY 2-SHOT HORIZONTAL PLASTIC INJECTION MOLDING MACHINE WITH KRAUSS MAFFEI MC TOUCHSCREEN CNC CONTROL, 166 OZ SHOT, 100.47" X 82.68" PLATTENS, 73.68" X 55.95" TIE BAR CLEARANCE, 138.69" MAX DAYLIGHT OPENING, 1MS STAINLESS STEEL HOPPER FEEDER, OPTIONAL SECOND SHOT, S/N 61017102		
		KRAUSS MAFFEI	2010	LRX500	61013309	KRAUSS MAFFEI (2010) LRX500 SERVO-DRIVEN PICK & PLACE UNLOADING ROBOT WITH WIRELESS TOUCHSCREEN PENDANT CONTROL, S/N 61013309		
1A-6	2200T	ADVANTAGE	2018	SK-1680G	163345	ADVANTAGE (2018) SK-1680G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 163345		
		ADVANTAGE	2018	SK-1680G	163842	ADVANTAGE (2018) SK-1680G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 163842		
		STERLCO	N/A	M2B2010-F	35A0631	STERLCO M2B2010-F DIGITAL WATER TEMPERATURE CONTROLLER, S/N 35A0631		
		HPM	1993	2200MKIWP400	93009	HPM (1993) 2200MKIWP400 2200 TON CAPACITY HORIZONTAL HYDRO-MECHANICAL PLASTIC INJECTION MOLDING MACHINE WITH CONVENTIONAL CONTROL, 400 OZ SHOT, 100" X 88" PLATTENS, 72" X 60" TIE BAR CLEARANCE, 120" MAX DAYLIGHT OPENING, HOPPER FEEDER, OPTIONAL SECOND SHOT, S/N 93009		
1A-7	225T	MOLD MASTERS	N/A	TEMPMASTER	M2-16373353	MOLD MASTERS TEMPMASTER 7-ZONE DIGITAL DIE HEAT CONTROLLER, S/N M2-16373353		
		CONAIR	N/A	TW THERMOLATOR	295962	CONAIR TW THERMOLATOR DIGITAL WATER TEMPERATURE CONTROLLER, S/N 295962		
		CONAIR	N/A	TW THERMOLATOR	295961	CONAIR TW THERMOLATOR DIGITAL WATER TEMPERATURE CONTROLLER, S/N 295961		
		UNIVERSAL MULTISHOT SYSTEMS	2016	60V/60MM	105894-01	UNIVERSAL MULTISHOT SYSTEMS (2016) 60V/60MM STANDALONE TWO-SHOT VERTICAL INJECTION UNIT WITH ALLEN BRADLEY PANELVIEW PLUS 1250 TOUCHSCREEN PLC CONTROL, 22.4 OZ SHOT, MUS HYDRAULIC POWER PACK, S/N 105894-01		
1A-8	320T	BORCHE	2020	BS200-3	1204R062	BORCHE (2020) BS200-3 225 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 16 OZ SHOT, 29.52" X 29.52" PLATTENS, 20.07" TIE BAR CLEARANCE, 39.96" MAX DAYLIGHT OPENING, 18.30" MAX OPENING STROKE, 58.33 HP, SHINI STAINLESS STEEL HOPPER FEEDER, S/N 1204R062	TDEF	
		MOKON	N/A	SS5R12-W1	24888	MOKON SS5R12-W1 WATER TEMPERATURE CONTROLLER, S/N 24888		
		MOKON	N/A	SS5R12-W1	24889	MOKON SS5R12-W1 WATER TEMPERATURE CONTROLLER, S/N 24889		
		MOLD MASTERS	N/A	TEMPMASTER	21060023	MOLD MASTERS TEMPMASTER 8-ZONE DIGITAL DIE HEAT CONTROLLER, S/N 21060023		
1A-9	340T	BORCHE	2018	BS320-3	1206R008	BORCHE (2018) BS320-3 320 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 58.4 OZ SHOT, 37" X 37" PLATTENS, 26.37" TIE BAR CLEARANCE, 48.62" MAX DAYLIGHT OPENING, 22.83" MAX OPENING STROKE, 90 HP, CPP STAINLESS STEEL HOPPER FEEDER, S/N 1206R008	TDEF	
		TOPSTAR	2019	MDW-110SII-150-130-P-25TR	10100007034	TOPSTAR (2019) MDW-110SII-150-130-P-25TR PICK & PLACE 5-AXIS SERVO-DRIVEN UNLOADING ROBOT, S/N 10100007034	TDEF	
		MOLD MASTERS	N/A	TEMPMASTER ME	ME-21060024	MOLD MASTERS TEMPMASTER ME DIGITAL DIE HEAT CONTROLLER, S/N ME-21060024		
		MOKON	N/A	HW5012PN	7016985	MOKON HW5012PN WATER TEMPERATURE CONTROLLER, S/N 7016985		
1A-9	340T	MOKON	N/A	HW5012PN	7016984	MOKON HW5012PN WATER TEMPERATURE CONTROLLER, S/N 7016984		
		KRAUSS MAFFEI	2018	CX 300-1400 CLASSIX	61031329	KRAUSS MAFFEI (2018) CX 300-1400 CLASSIX 340 TON CAPACITY HORIZONTAL PLASTIC INJECTION MOLDING MACHINE WITH KRAUSS MAFFEI MC6 TOUCHSCREEN CNC CONTROL, 21.76 OZ SHOT, 42.36" X 48.37" PLATTENS, 27.97" X 24.82" TIE BAR CLEARANCE, 45.31" MAX DAYLIGHT OPENING, PPE STAINLESS STEEL HOPPER FEEDER, S/N 61031329	TDEF	
		WHITTMANN	2007	W721C	W721C-395	WHITTMANN (2007) W721C PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N W721C-395		
		ADVANTAGE	2023	SK-1075G	190158	ADVANTAGE (2023) SK-1075G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 190158		
1A-9	340T	ADVANTAGE	2023	SK-1075G	190159	ADVANTAGE (2023) SK-1075G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 190159		

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
1A-10	3500T CLASSIC	HPM	N/A	H3500	95330	HPM H3500 3500 TON CAPACITY HORIZONTAL HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH CONVENTIONAL CONTROL, 600 OZ SHOT, 128" X 108" PLATTENS, 84" X 72" TIE BAR CLEARANCE, 135" MAX DAYLIGHT OPENING, HOPPER FEEDER, S/N 95330		
		MOLD MASTERS	N/A	TEMPMASTER	M2-18024480	MOLD MASTERS TEMPMASTER DIGITAL DIE HEAT CONTROLLER, S/N M2-18024480		
		MOLD MASTERS	N/A	TEMPMASTER	M2P-20140776	MOLD MASTERS TEMPMASTER DIGITAL DIE HEAT CONTROLLER, S/N M2P-20140776		
		ADVANTAGE	2017	SK-24100G	158750	ADVANTAGE (2017) SK-24100G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 158750		
		ADVANTAGE	2017	SK-24100G	158751	ADVANTAGE (2017) SK-24100G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 158751		
1A-11	3500T NEW	HPM	2000	H3500	99326	HPM (2000) H3500 3500 TON CAPACITY HORIZONTAL HYDRO-MECHANICAL PLASTIC INJECTION MOLDING MACHINE WITH HPM COMMAND 4500 CNC CONTROL, 400 OZ SHOT, 128" X 110" PLATTENS, 89" X 72" TIE BAR CLEARANCE, 160" MAX DAYLIGHT OPENING, HOPPER FEEDER, S/N 99326		
		FANUC	2000	S-430IL/80	R00304141	FANUC (2000) S-430IL/80 6-AXIS MANIPULATOR UNLOADING ROBOT WITH FANUC SYSTEM R-J3 CONTROL & TEACH PENDANT, S/N R00304141		
		PETS	N/A	727D-36	K119	PETS 727D-36 36-ZONE DIGITAL DIE HEAT CONTROLLER WITH ALLEN BRADLEY TOUCHSCREEN PLC CONTROL, S/N K119		
		MOLD MASTERS	N/A	TEMPMASTER	M2P-20160797	MOLD MASTERS TEMPMASTER DIGITAL DIE HEAT CONTROLLER, S/N M2P-20160797		
		MOKON	N/A	DN5036ZH	7013407	MOKON DN5036ZH WATER TEMPERATURE CONTROLLER, S/N 7013407		
		MOKON	N/A	DN5036ZH	7013408	MOKON DN5036ZH WATER TEMPERATURE CONTROLLER, S/N 7013408		
1A-12	505T	CINCINNATI-MILACRON	N/A	ELEKTRON-500	WA401DA010004	CINCINNATI-MILACRON-ELEKTRON-500-505-US-TON-CAPACITY-HORIZONTAL-ELECTRIC-PLASTIC-INJECTION-MOLDING-MACHINE-WITH-ENDURA-TOUCHSCREEN-CNC-CONTROL,-41.3-OZ-SHOT,-48.8"-X-47.25"-PLATTENS,-34.25"-X-32.7"-TIE-BAR-CLEARANCE,-64.5"-MAX-DAYLIGHT-OPENING,-STAINLESS-STEEL-HOPPER-FEEDER,-S/N-WA401DA010004		
		TOPSTAR	N/A	MBW130-150-130-P-30TR	1010013047	TOPSTAR MBW130-150-130-P-30TR PICK & PLACE 5-AXIS SERVO-DRIVEN UNLOADING ROBOT, S/N 1010013047		
		MOLD MASTERS	N/A	TEMPMASTER	N/A	MOLD MASTERS TEMPMASTER 24-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
		MOKON	2017	DF5009AFF	7017091	MOKON (2017) DF5009AFF DIGITAL WATER TEMPERATURE CONTROLLER, S/N 7017091		
		MOKON	2017	DF5009AFF	7017092	MOKON (2017) DF5009AFF DIGITAL WATER TEMPERATURE CONTROLLER, S/N 7017092		
1A-13	550T	MILACRON	2015	MS550	H4301AF020074	MILACRON (2015) MS550 550 TON CAPACITY HORIZONTAL PLASTIC INJECTION MOLDING MACHINE WITH MOSAIC TOUCHSCREEN CNC CONTROL, 18/26 OZ SHOT, 49" X 49" PLATTENS, 36" TIE BAR CLEARANCE, 67.9" MAX DAYLIGHT OPENING, AEC HOPPER FEEDER, S/N H4301AF020074		
		MOLD MASTERS	N/A	TEMPMASTER	M2-17213914	MOLD MASTERS TEMPMASTER 6-ZONE DIGITAL DIE HEAT CONTROLLER, S/N M2-17213914		
		ADVANTAGE	2013	SK-1080LEP-41D1	131376	ADVANTAGE (2013) SK-1080LEP-41D1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 131376		
		ADVANTAGE	2013	SK-1080LEP-41D1	131377	ADVANTAGE (2013) SK-1080LEP-41D1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 131377		
1A-14	620T	KRAUSS MAFFEI	2018	GX 551-4300 BLUEPOWER	61030497	KRAUSS MAFFEI (2018) GX 551-4300 BLUEPOWER 620 TON CAPACITY HORIZONTAL DUAL PLATTEN HYDRO-MECHANICAL PLASTIC INJECTION MOLDING MACHINE WITH KRAUSS MAFFEI MC6 TOUCHSCREEN CNC CONTROL, 58.1 OZ SHOT, 60.63" X 46.74" PLATTENS, 44.49" X 38.61" TIE BAR CLEARANCE, 68.9" MAX DAYLIGHT OPENING, IMS STAINLESS STEEL HOPPER FEEDER, S/N 61030497	TDEF	
		MOLD MASTERS	N/A	TEMPMASTER	TMMZ11403465	MOLD MASTERS TEMPMASTER 8-ZONE DIGITAL DIE HEAT CONTROLLER, S/N TMMZ11403465		
		ADVANTAGE	2021	SK-1680G	180713	ADVANTAGE (2021) SK-1680G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 180713		
		ADVANTAGE	2021	SK-1680G	180712	ADVANTAGE (2021) SK-1680G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 180712		
1A-15	700/80T	HPM	N/A	700/80T	91028	HPM 700/80T 700 TON CAPACITY HORIZONTAL HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH CONVENTIONAL CONTROL, 80 OZ SHOT, 63.5" X 54" PLATTENS, 46" X 36.5" TIE BAR CLEARANCE, 85" MAX DAYLIGHT OPENING, 15.38" MAX OPENING STROKE, STAINLESS STEEL HOPPER FEEDER, S/N 91028		
		MILACRON	N/A	CC-CONTROLLER	M2-16373355	MILACRON CC-CONTROLLER 24-ZONE DIGITAL DIE HEAT CONTROLLER WITH TOUCHSCREEN CONTROL, S/N M2-16373355		
		ADVANTAGE	2020	SK-1035G	176585	ADVANTAGE (2020) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 176585		
		ADVANTAGE	2020	SK-1035G	176487	ADVANTAGE (2020) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 176487		
1A-16	CRANES	CANADIAN CRANE	N/A	10 TON	22471-2	CANADIAN CRANE 10 TON SINGLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH KONE CRANES 10 TON HOIST, WIRELESS RADIO PENDANT CONTROL, APPROX. 60' SPAN, 18.5' HEIGHT UNDER THE HOOK, S/N 22471-2 (CRANE RAILS NOT INCLUDED)		
1A-17	CRANES	KONE CRANES	N/A	10 TON	N/A	KONE CRANES 10 TON SINGLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH KONE CRANES 10 TON HOIST, PENDANT CONTROL, APPROX. 60' SPAN, 18.5' HEIGHT UNDER THE HOOK, S/N N/A (CRANE RAILS NOT INCLUDED)		
1A-18	CRANES	CANADIAN CRANE	N/A	27.5 TON	22471-1	CANADIAN CRANE 27.5 TON DOUBLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH 27.5 TON MAIN HOIST, 12.5 TON AUXILIARY HOIST, WIRELESS RADIO PENDANT CONTROL, APPROX. 60' SPAN, 20' HEIGHT UNDER THE HOOK, S/N 22471-1 (CRANE RAILS NOT INCLUDED)		
1A-19	CRANES	KONE CRANES	N/A	27.5 TON	6528	KONE CRANES 16 TON DOUBLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH 16 TON MAIN HOIST, 6.3 TON AUXILIARY HOIST, PENDANT CONTROL, APPROX. 60' SPAN, 20' HEIGHT UNDER THE HOOK, S/N 6528 (CRANE RAILS NOT INCLUDED)		
1A-20	CRANES	KONE CRANES	N/A	35 TON	7288	KONE CRANES 35 TON DOUBLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH 35 TON MAIN HOIST, 15 TON AUXILIARY HOIST, PENDANT CONTROL, APPROX. 60' SPAN, 20' HEIGHT UNDER THE HOOK, S/N 7288 (CRANE RAILS NOT INCLUDED)		
1A-21	CRANES	KONE CRANES	N/A	50 TON	7739	KONE CRANES 50 TON DOUBLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH 50 TON MAIN HOIST, 20 TON AUXILIARY HOIST, WIRELESS RADIO PENDANT CONTROL, APPROX. 60' SPAN, 20' HEIGHT UNDER THE HOOK, S/N 7739 (CRANE RAILS NOT INCLUDED)		
1A-22	CRANES	CANADIAN CRANE	N/A	17.5 TON	6527	CANADIAN CRANE 17.5 TON DOUBLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH 17.5 TON HOIST, PENDANT CONTROL, APPROX. 25' SPAN, 18' HEIGHT UNDER THE HOOK, S/N 6527 (CRANE RAILS NOT INCLUDED)		
1A-23	CRANES	KONE CRANES	N/A	10 TON	6526	KONE CRANES 10 TON DOUBLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH 10 TON HOIST, PENDANT CONTROL, APPROX. 25' SPAN, 18' HEIGHT UNDER THE HOOK, S/N 6526 (CRANE RAILS NOT INCLUDED)		
1A-24	FACTORY EQUIPMENT	ATLAS COPCO	2017	GA22VSD+FF	API83297	ATLAS COPCO (2017) GA22VSD+FF 30 HP VARIABLE SPEED ROTARY SCREW-TYPE AIR COMPRESSOR WITH 34,400 HOURS RECORDED ON METER, S/N API83297		
1A-25	SUPPORT EQUIPMENT	MAGUIRE	2022	ULTRA-150	113850	MAGUIRE (2022) ULTRA-150 115 LB CAPACITY HIGH EFFICIENCY VACUUM DRYER WITH TOUCHSCREEN PLC CONTROL, HOPPER FEEDER, S/N 113850		
1A-26	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC	N/A	UNA-DYN UDC 1600 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N N/A		
1A-27	SUPPORT EQUIPMENT	CONAIR	N/A	CD800	96707	CONAIR CD800 HEAVY DUTY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 96707		
1A-28	SUPPORT EQUIPMENT	NOVATEC	1999	MDM-S-HOPPER	10A1836-3478	NOVATEC (1999) MDM-S-HOPPER 100 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 10A1836-3478		
1A-29	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC-55	187397.01-0999	UNA-DYN UDC-55 150 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 187397.01-0999		
1A-30	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC-55	N/A	UNA-DYN UDC-55 150 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N N/A		
1A-31	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC-50	UDC-5090816	UNA-DYN UDC-50 300 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N UDC-5090816		

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
1A-32	SUPPORT EQUIPMENT	UNA-DYN	N/A	DHD-6	144944.01-0496	UNA-DYN DHD-6 600 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N 144944.01-0496		
1A-33	SUPPORT EQUIPMENT	UNA-DYN	N/A	DHD-6	DHD-6SB90043	UNA-DYN DHD-6 600 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N DHD-6SB90043		
1A-34	SUPPORT EQUIPMENT	UNA-DYN	N/A	DHD-6	DHD-6SB9XXXX	UNA-DYN DHD-6 600 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N DHD-6SB9XXXX		
1A-35	SUPPORT EQUIPMENT	UNA-DYN	N/A	DHD-4	DHD-4SB90044	UNA-DYN DHD-4 400 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N DHD-4SB90044		
1A-36	SUPPORT EQUIPMENT	MOTAN	2002	ETA-PROCESS 800/1200	SM016528-06-01	MOTAN (2002) ETA-PROCESS 800/1200 150 LB CAPACITY STAINLESS STEEL HOPPER. S/N SM016528-06-01		
	SUPPORT EQUIPMENT	MOTAN	2002	ETA-PROCESS 800/1200	SM016528-06-02	MOTAN (2002) ETA-PROCESS 800/1200 150 LB CAPACITY STAINLESS STEEL HOPPER. S/N SM016528-06-02		
	SUPPORT EQUIPMENT	MOTAN	2002	ETA-PROCESS 800/1200	SM016528-06-03	MOTAN (2002) ETA-PROCESS 800/1200 150 LB CAPACITY STAINLESS STEEL HOPPER. S/N SM016528-06-03		
	SUPPORT EQUIPMENT	MOTAN	2002	ETA-PROCESS 800/1200	SM016528-06-04	MOTAN (2002) ETA-PROCESS 800/1200 150 LB CAPACITY STAINLESS STEEL HOPPER. S/N SM016528-06-04		
1A-37	SUPPORT EQUIPMENT	THORESON MCCOSH	N/A	TD180	950376	THORESON MCCOSH TD180 HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N 950376		
	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC-55	N/A	UNA-DYN UDC-55 150 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N N/A		
	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC-50	UDC-5090817	UNA-DYN UDC-50 150 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N UDC-5090817		
	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC-50	N/A	UNA-DYN UDC-50 150 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N N/A		
	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC-50	N/A	UNA-DYN UDC-50 150 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL. S/N N/A		
1A-38	ROLLING STOCK	DODGE	2008	SPRINTER	WDXP445289378671	DODGE (2008) SPRINTER FLATBED TRUCK WITH 3.0L DIESEL ENGINE, AUTOMATIC, RWD, DUALY, 14" STEEL DECK, N/A KM RECORDED ON METER. VIN WDXPF445289378671		
1A-39	ROLLING STOCK	CLARK	N/A	TMX25	TMX250-1703-9805 KF	CLARK TMX25 4,500 LB CAPACITY 3-WHEEL ELECTRIC FORKLIFT WITH 188" MAX VERTICAL REACH, SIDE-SHIFT, CUSHION TIRES, N/A HOURS RECORDED ON METER. S/N TMX250-1703-9805 KF		
1A-40	FACTORY EQUIPMENT	TEMPERATURE CORPORATION	N/A	RP-646-25X20	0495-121	TEMPERATURE CORPORATION RP-646-25X20 WATER CHILLER SYSTEM WITH CONVENTIONAL CONTROL. CONSISTING OF (3) 30 HP CENTRIFUGAL PUMPS, BUFFER TANK, (2) OUTDOOR CHILLER TOWERS, STAINLESS STEEL CHILLER, VALVES, PIPES AND INSTRUMENTS. S/N 0495-121		
1A-41	FACTORY EQUIPMENT	DUAL ELECTRIC & REFRIGERATION SERVICES	N/A	N/A	N/A	DUAL ELECTRIC & REFRIGERATION SERVICES WATER CHILLER SYSTEM WITH CONVENTIONAL CONTROL. CONSISTING OF (3) 20 HP CENTRIFUGAL PUMPS, BUFFER TANK, (2) OUTDOOR RACK-MOUNTED CHILLER TOWERS, STAINLESS STEEL CHILLER, VALVES, PIPES AND INSTRUMENTS. S/N N/A		
1A-42	FACTORY EQUIPMENT	HIGH-TECH SYSTEMS	N/A	A-112	N/A	HIGH-TECH SYSTEMS A-112 HYDRAULIC ROLL-OFF GARBAGE COMPACTOR. S/N N/A		
1A-43	ROLLING STOCK	YALE	N/A	MPW080LEN24T2748	A891N02814J	YALE MPW080LEN24T2748 8,000 LB CAPACITY WALK BEHIND TYPE ELECTRIC DIE LIFTER. S/N A891N02814J		
1A-44	ROLLING STOCK	GENIE	2009	GR-20	GR09-14250	GENIE (2009) GR-20 RUNABOUT ELECTRIC MAN LIFT WITH 350 LB CAPACITY, 20' MAX VERTICAL REACH, 296 HOURS RECORDED ON METER. S/N GR09-14250		
1A-45	ROLLING STOCK	VIPER	N/A	TC-234	F122	VIPER TC-234 WALK BEHIND TYPE ELECTRIC FLOOR SCRUBBER. S/N F122		
1A-46	ROLLING STOCK	RICO	N/A	RWH-100	R-13426	RICO RWH-100 10,000 LB CAPACITY WALK BEHIND TYPE ELECTRIC PALLET TRUCK. S/N R-13426 (NOT IN SERVICE)		
1A-47	SUPPORT EQUIPMENT	RAPID	1992	1012-K	1002535	RAPID (1992) 1012-K PORTABLE SCRAP GRANULATOR. S/N 1002535		
	SUPPORT EQUIPMENT	MAGUIRE	N/A	MPIWSB-420	B113084	MAGUIRE MPIWSB-420 GRAVIMETRIC BLENDER SCALE. S/N B113084		
1A-49	TOOL & DIE	PANASONIC	2009	KF500	A0016	PANASONIC (2009) KF500 PORTABLE MIG WELDER WITH CABLES & GUN. S/N A0016		
	TOOL & DIE	BUSY BEE	N/A	DF-1237G	N/A	BUSY BEE DF-1237G ENGINE LATHE WITH 12" SWING, 37" BETWEEN CENTERS, SPEEDS TO 1,300 RPM, 8" 3-JAW CHUCK, QUICK CHANGE TOOL POST, IN/MM THREADING. S/N N/A		
	TOOL & DIE	FIRST	N/A	LC 1-1/2VS	70510817	FIRST LC 1-1/2VS VERTICAL TURRET MILLING MACHINE WITH 9" X 42" TABLE, SPEEDS TO 4,500 RPM INFINITELY VARIABLE, CUSTOM CLAMPING FIXTURE, R8 SPINDLE COLLET, TAPMATIC REVERSIBLE TAPPING HEAD, DYNAMICS 2 AXIS DRO. S/N 70510817		
	TOOL & DIE	CENTAURO	1988	900CO	5014	CENTAURO (1988) 900CO 16" CAPACITY VERTICAL BANDSAW. S/N 5014		
1A-49	SUPPORT EQUIPMENT	VARIOUS	N/A	VARIOUS	N/A	LOT CONSISTENT OF PRODUCTION SUPPORT EQUIPMENT CONSISTING OF DIE HEAT CONTROLLERS, THERMOLATORS, DIGITAL WATER TEMPERATURE CONTROLLERS, SCRAP GRANULATORS, OIL TEMPERATURE CONTROLLERS, HOPPER FEEDERS, TRANSPORT BLOWERS, TRANSFORMERS & SURPLUS EQUIPMENT (NOT IN		
1A-50	ADDITIONAL ASSETS	VARIOUS	N/A	VARIOUS	N/A	LOT CONSISTING OF DIGITAL BENCH SCALES, OPERATOR STATIONS WITH TABLES & CHAIRS, HIGH-BOY CABINETS WITH TOOLS & SUPPLIES, ADJUSTABLE SHELVING WITH CONTENTS, DRILL PRESSES, CABINET WITH PERISHABLE TOOLING INCLUDING DRILLS, TAPS, REAMERS, CUTTERS & CLAMPING, WORK BENCHES, OPERATOR DESK WITH COMPUTER & LABEL PRINTER, PRODUCTION SUPPORT EQUIPMENT THROUGHOUT PLANT INCLUDING POWERED BELT CONVEYORS, SAFETY CAGE ENCLOSURES & SHOP CARTS; RIGGING & LIFTING SUPPLIES, FIREPROOF CABINETS, EMPLOYEE LUNCHROOM AREA WITH FIXTURES, APPLIANCES & LOCKERS, TRANSFORMERS, WIRE, RACKS WITH MATERIAL, HYDRAULIC PALLET TRUCKS, SECTIONS OF HIGH-BAY ADJUSTABLE PALLET RACKING; CONTENTS OF FRONT OFFICES INCLUDING DESKS, FURNITURE, COMPUTERS		

EXHIBIT H

**LOT 1(B) – PURCHASE OF THE BMO KRAUSS MAFFEI UNIT LOCATED AT THE
WINDSOR PLANT**

*See attached Spreadsheet (Including Lot 1B-2 – ancillary equipment used to operate BMO
Krauss Maffei Unit)*

**IN THE MATTER OF THE RECEIVERSHIP OF INJECTION TECHNOLOGIES INC.,
MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS INC.
LOT 1B - PURCHASE OF BMO KRAUSS MAFFEI UNIT - 4350 INDUSTRIAL DRIVE**

*** LOT 1C IS APPLICABLE IF YOU ARE SEEKING TO LEASE THIS UNIT. REFER TO THE DATA ROOM FOR THE BMO'S FORM OF LEASE ASSIGNMENT ***

** LOT 1B IS NOT APPLICABLE IF YOU ARE SEEKING TO LEASE THIS UNIT UNDER LOT 1C **

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
1B-1	1600T ROTARY	KRAUSS MAFFEI	2018	MXHHL 1600-8100/2000/2000/3000 BLUEPOWER	61030477	KRAUSS MAFFEI (2018) MXHHL 1600-8100/2000/2000/3000 BLUEPOWER 1600 TON CAPACITY MULTI-SHOT HORIZONTAL PLASTIC INJECTION MOLDING MACHINE WITH KRAUSS MAFFEI MC TOUCHSCREEN CNC CONTROL, 166/86-39.8 OZ SHOT, 100.47" X 82.68" PLATTENS, 73.68" X 55.95" TIE BAR CLEARANCE, 138.69" MAX DAYLIGHT OPENING, IMS STAINLESS STEEL HOPPER FEEDERS, OPTIONAL MULTI-SHOT & OPTIONAL ROTARY PLATTEN, S/N 61030477	BMO	
		KRAUSS MAFFEI	2018	LRX500	61036477	KRAUSS MAFFEI (2018) LRX500 SERVO-DRIVEN PICK & PLACE UNLOADING ROBOT WITH WIRELESS TOUCHSCREEN PENDANT CONTROL, S/N 61036477	BMO	
1B-2	1600T ROTARY	ADVANTAGE	2018	SK-1680G	163841	ADVANTAGE (2018) SK-1680G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 163841		
		ADVANTAGE	2018	SK-1680G	163843	ADVANTAGE (2018) SK-1680G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 163843		
		ADVANTAGE	2018	SK-1680G	163840	ADVANTAGE (2018) SK-1680G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 163840		
		ADVANTAGE	2018	SK-1680G	163844	ADVANTAGE (2018) SK-1680G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 163844		

EXHIBIT I

LOT 2 – MACHINERY AND EQUIPMENT LOCATED AT THE KITCHENER PLANT

Not Applicable

EXHIBIT J

**LOT 3 – MACHINERY AND EQUIPMENT LOCATED AT THE WINDSOR
WAREHOUSE**

See attached Spreadsheet

**IN THE MATTER OF THE RECEIVERSHIP OF INJECTION TECHNOLOGIES INC.,
MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS INC.
LOT 3 - MACHINERY AND EQUIPMENT AT THE WINDSOR WAREHOUSE - 2051 AMBASSADOR DRIVE**

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
3-1	110T	TOSHIBA	N/A	EC110NIIV30-2	B5J278	TOSHIBA EC110NIIV30-2 110 TON CAPACITY HORIZONTAL PLASTIC INJECTION MOLDING MACHINE WITH TOSHIBA INJECTVISOR V30 CNC CONTROL, 26" X 24" PLATTENS, 18" X 16" TIE BAR CLEARANCE, 31.5" MAX DAYLIGHT OPENING, 17.7" MAX OPENING STROKE, SHINI STAINLESS STEEL HOPPER FEEDER, S/N B5J278 (NOT IN SERVICE)		
3-2	150T	BORCHE	2019	BS150-3	2203S102	BORCHE (2019) BS150-3 150 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 11.3 OZ SHOT, 26.37" X 26.37" PLATTENS, 18.11" TIE BAR CLEARANCE, 35.82" MAX DAYLIGHT OPENING, 16.14" MAX OPENING STROKE, 50 HP, SHINI STAINLESS STEEL HOPPER FEEDER, S/N 2203S102	TDEF	
		MOKON	N/A	KV5R08-W1	24886	MOKON KV5R08-W1 WATER TEMPERATURE CONTROLLER, S/N 24886		
3-3	20T	NISSEI	N/A	ST20	N/A	NISSEI ST20 20 TON CAPACITY VERTICAL PLASTIC INJECTION MOLDING MACHINE WITH DIGITAL MICROPROCESSOR CONTROL, 1.18 OZ SHOT, OPERATOR SAFETY LIGHT CURTAINS, S/N N/A		
		ADVANTAGE	2020	SK-1035G	176579	ADVANTAGE (2020) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 176579		
3-4	CRANES	MOTIVATION	N/A	6,600 LB	N/A	MOTIVATION 6,600 LB CAPACITY PORTABLE GANTRY CRANE WITH CM 2 TON CAPACITY ELECTRIC HOIST & BUDGIT 2,200 LB CAPACITY CHAINFALL, S/N N/A [CRANE RAILS NOT INCLUDED]		
3-5	FACTORY EQUIPMENT	CONAIR	N/A	SC-15	21646	CONAIR SC-15 15 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 21646		
	FACTORY EQUIPMENT	SANBORN	N/A	SLC1683066	1303111X1700028	SANBORN SLC1683066 30 GAL TANK-MOUNTED PISTON-TYPE AIR COMPRESSOR, S/N 1303111X1700028		
	FACTORY EQUIPMENT	AEC NELMOR	N/A	G1012FX	98L02255	AEC NELMOR G1012FX PORTABLE SCRAP GRANULATOR, S/N 98L02255		
	FACTORY EQUIPMENT	TEMPTEK	2020	CFD-10A	173800	TEMPTEK (2020) CFD-10A PORTABLE WATER CHILLER, S/N 173800		
3-6	FACTORY EQUIPMENT	VARIOUS	N/A	VARIOUS	N/A	40' STORAGE CONTAINERS WITH SURPLUS & OBSOLETE MACHINERY PARTS & COMPONENTS		
	ADDITIONAL ASSETS	VARIOUS	N/A	VARIOUS	N/A	LOT CONSISTING OF OPERATOR STATIONS; LIFTING & RIGGING SUPPLIES; SHOP FANS; SCISSOR LIFT TABLES; RACKING & TABLES;		

EXHIBIT K

LOT 4(A) – LOCATED AT THE WINDSOR PLANT

Not Applicable

EXHIBIT L

LOT 4(B) – LOCATED AT THE KITCHENER PLANT

Not Applicable

EXHIBIT M

LOT 4(C) – LOCATED AT THE WINDSOR WAREHOUSE

Not Applicable

EXHIBIT N

FORM OF LANDLORD CONSENT AGREEMENT

See attached

CONSENT TO TRANSFER

THIS CONSENT AGREEMENT made this day of July, 2023.

B E T W E E N:

1088168 ONTARIO LTD.,

hereinafter called the “**Landlord**”,
OF THE FIRST PART

- and -

DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed receiver of
INJECTION TECHNOLOGIES INC., and not in its personally or corporate capacity

hereinafter called the “**Assignor**” or “**Tenant**”,
OF THE SECOND PART

- and -

AARKEL TESTING TECHNOLOGIES INC.

hereinafter called the “**Assignee**”,
OF THE THIRD PART

WHEREAS:

- A.** The landlord and the Tenant hereto entered into a lease dated June 12, 2019 (the “**Original Lease**”) pursuant to which the Landlord did demise and lease unto the Tenant certain premises comprising a certified Rentable Area of _____ square feet (the “**Leased Premises**”) in the building known as 2051 Ambassador Drive (the “**Building**”) in the City of Windsor as therein described, for a term of **5 years** commencing on September 1, 2019 and terminating on August 31, 2024;
- B.** The landlord and the Tenant hereto entered into a lease amending agreement dated August 26, 2019 to change the commencement date and expiry date of the Lease (the “**LAA**”);
- C.** The Original Lease and the LAA are hereinafter collectively referred to as the Lease;
- D.** Deloitte Restructuring Inc. was appointed as receiver and manager of Injection Technologies Inc. on May 26, 2023 pursuant to an order of the Ontario Superior Court of Justice (Commercial List) under Court File CV-23-00699663-00CL (the “**Order**”);
- E.** Section 4 of the Lease contains a prohibition against Transfers of the Lease, whether by assignment, subletting, parting with possession or suffering a change of effective voting control of a corporate tenant;

Initials	
1st Part	2nd Part
Landlord	Tenant

- F. The Tenant has requested the Landlord to consent to an assignment of the Lease as of July , 2023 (the “**Effective Date**”);
- G. The Tenant has consented to the Transfer of the Lease and any amendments thereto resulting from this Agreement; and
- F. All terms that are not defined herein shall have the meaning given to them in the Lease.

NOW THEREFORE in consideration of the sum of **TWO DOLLARS (\$2.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree that as of the Effective Date, as follows:

1.00 CONSENT TO TRANSFER

- 1.01 The Landlord hereby consents to the assignment of the Lease from the Assignor to the Assignee, upon the terms and conditions herein contained. The Landlord acknowledges that:
- (a) Subject to the payment set out in S.5.01 below, the Lease is currently in good standing;
 - (b) rent has been paid to **July 31, 2023**;
 - (c) the Landlord holds a security deposit from the Tenant in the sum of [REDACTED]; and
 - (d) the Lease contains one remaining option to renew the Lease for five years as provided in Section 3(5) thereof.
- 1.02 The prohibition contained in Section 4 of the Lease shall remain in effect for all subsequent Transfers, and the Tenant remains bound to the Landlord in accordance with all terms and conditions of the Lease as amended.
- 1.03 Nothing herein shall in any way be construed as any consent or approval by the Landlord of any provision of any Agreement of Purchase and Sale or Assignment Agreement as between the aforesaid purchasing or selling or assigning parties.
- 1.04 The Assignor releases and waives any and all rights and remedies to which it may be entitled at law, in equity or as Tenant under the Lease.

2.00 ASSIGNEE’S COVENANTS

- 2.01 The Assignee hereby covenants with the Landlord that it shall and will, from time to time during all the residue of the Term granted by the said Lease and every renewal thereof, pay the Rent and perform the Tenant’s covenants, conditions and agreements therein respectively reserved and contained.
- 2.02 The Assignee acknowledges that the Landlord shall be entitled to all remedies in respect of non-payment of Rent and future breaches of covenants, conditions and agreements arising after the date hereof as if the Assignee were the tenant named in the Lease.

Initials	
1st Part	2nd Part
Landlord	Tenant

2.03 The Assignee shall not be entitled to enter and take possession of the Premises until it delivers to the Landlord certificates of insurance on the Landlord’s standard form, or, if required by the Landlord’s mortgagee certified copies of each insurance policy which is required to be taken out by the Tenant pursuant to the Lease.

3.00 ASSIGNOR’S COVENANTS

3.01 The Assignor shall and will, from time to time and at all times hereafter, at the request of the Landlord, execute such further assurances with respect to the Leased Premises as the Landlord shall reasonably require.

4.00 CONFIRMATION OF LEASE TERMS

4.01 The Landlord hereby waives all prior and existing Tenant defaults under the Lease that may have existed under the Lease prior to the date hereof whether or not notice of default was served on the Tenant. The parties hereto acknowledge, agree and confirm that the relationship under the Lease shall continue as if the Tenant was never any default under the Lease ab initio. Furthermore, the parties hereto acknowledge, agree and confirm that any rights granted to the Tenant under the Lease that are qualified on the basis that the Tenant is not then in default or was never in default of the Lease shall continue to apply in favour of the Tenant.

5.00 COSTS

- 5.01 The Landlord’s consent shall not become effective until:
- (a) All arrears of Rent (including, without limitation, Minimum Rent, Additional Rent, realty taxes and utilities) in the amount of \$_____, including HST, are paid to the Landlord;; and
 - (b) The Landlord’s reasonable legal and administrative costs of \$_____, including HST, are paid in full; and
 - (c) The Agreement is deemed not to have been delivered to the Assignee by the Assignor until the Landlord has executed and delivered it to both the Assignor and the Assignee.

6.00 RATIFICATION AND GENERAL

- 6.01 The parties hereby ratify and confirm each and every term, condition and proviso contained in the Lease as hereby transferred, save as may be amended herein.
- 6.02 Headings and captions of articles and sections are inserted for convenience of reference only and are not to be considered when interpreting this Agreement. Terms used herein shall, where the context permits, have the same meaning as attributed thereto in the Lease.

Initials	
1st Part	2nd Part
Landlord	Tenant

IN WITNESS WHEREOF the parties hereto have executed these presents.

1088168 ONTARIO LTD. Landlord

Per: _____
Authorized Signing Officer

DELOITTE RESTRUCTURING INC., solely in its capacity as
Court-appointed receiver of **Injection Technologies**
Inc., and not in its personally or corporate capacity
Assignor / Tenant

Per: _____
Authorized Signing Officer

AARKEL TESTING TECHNOLOGIES INC. Assignee / Tenant

Per: _____
Authorized Signing Officer

Initials	
1st Part	2nd Part
Landlord	Tenant

CONSENT TO TRANSFER

THIS CONSENT AGREEMENT made this day of July, 2023.

B E T W E E N:

2856808 ONTARIO INC.,

hereinafter called the “**Landlord**”,
OF THE FIRST PART

- and -

DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed receiver of **INJECTION TECHNOLOGIES INC.**, and not in its personally or corporate capacity

hereinafter called the “**Assignor**” or “**Tenant**”,
OF THE SECOND PART

- and -

AARKEL TESTING TECHNOLOGIES INC.

hereinafter called the “**Assignee**”,
OF THE THIRD PART

WHEREAS:

- A.** The landlord and the Tenant hereto entered into a lease dated December 14, 2021 (the “**Lease**”) pursuant to which the Landlord did demise and lease unto the Tenant certain premises comprising a certified Rentable Area of **47,885** square feet (the “**Leased Premises**”) in the building known as 4350 Industrial Drive (the “**Building**”) in the City of Windsor as therein described, for a term of **20 years** commencing on March 18, 2022 and terminating on March 17, 2042;
- B.** Deloitte Restructuring Inc. was appointed as receiver and manager of Injection Technologies Inc. on May 26, 2023 pursuant to an order of the Ontario Superior Court of Justice (Commercial List) under Court File CV-23-00699663-00CL (the “**Order**”);
- C.** Article XII of the Lease contains a prohibition against Transfers of the Lease, whether by assignment, subletting, parting with possession or suffering a change of effective voting control of a corporate tenant;
- D.** The Tenant has requested the Landlord to consent to an assignment of the Lease as of July , 2023 (the “**Effective Date**”);

Initials	
1st Part	2nd Part
Landlord	Tenant

- E. The Tenant has consented to the Transfer of the Lease and any amendments thereto resulting from this Agreement; and
- F. All terms that are not defined herein shall have the meaning given to them in the Lease.

NOW THEREFORE in consideration of the sum of **TWO DOLLARS (\$2.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree that as of the Effective Date, as follows:

1.00 CONSENT TO TRANSFER

- 1.01 The Landlord hereby consents to the assignment of the Lease from the Assignor to the Assignee, upon the terms and conditions herein contained. The Landlord acknowledges that:
- (a) Subject to the payment set out in S.5.01 below, the Lease is currently in good standing;
 - (b) rent has been paid to **July 31, 2023**;
 - (c) the Landlord holds a deposit from the Tenant in the sum of [REDACTED]
 - (d) the Lease contains two remaining options to renew the Lease for five years each as provided in Section 1.03 thereof.
- 1.02 The prohibition contained in Article XII of the Lease shall remain in effect for all subsequent Transfers, and the Tenant remains bound to the Landlord in accordance with all terms and conditions of the Lease as amended.
- 1.03 Nothing herein shall in any way be construed as any consent or approval by the Landlord of any provision of any Agreement of Purchase and Sale or Assignment Agreement as between the aforesaid purchasing or selling or assigning parties.
- 1.04 The Assignor releases and waives any and all rights and remedies to which it may be entitled at law, in equity or as Tenant under the Lease.

2.00 ASSIGNEE’S COVENANTS

- 2.01 The Assignee hereby covenants with the Landlord that it shall and will, from time to time during all the residue of the Term granted by the said Lease and every renewal thereof, pay the Rent and perform the Tenant’s covenants, conditions and agreements therein respectively reserved and contained.
- 2.02 The Assignee acknowledges that the Landlord shall be entitled to all remedies in respect of non-payment of Rent and future breaches of covenants, conditions and agreements arising after the date hereof as if the Assignee were the tenant named in the Lease.
- 2.03 The Assignee shall not be entitled to enter and take possession of the Premises until it delivers to the Landlord certificates of insurance on the Landlord’s standard form, or, if required by the

Initials	
1st Part	2nd Part
Landlord	Tenant

Landlord’s mortgagee certified copies of each insurance policy which is required to be taken out by the Tenant pursuant to the Lease.

3.00 **ASSIGNOR’S COVENANTS**

3.01 The Assignor shall and will, from time to time and at all times hereafter, at the request of the Landlord, execute such further assurances with respect to the Leased Premises as the Landlord shall reasonably require.

4.00 **CONFIRMATION OF LEASE TERMS**

4.01 The Landlord hereby waives all prior and existing Tenant defaults under the Lease that may have existed under the Lease prior to the date hereof whether or not notice of default was served on the Tenant. The parties hereto acknowledge, agree and confirm that the relationship under the Lease shall continue as if the Tenant was never any default under the Lease ab initio. Furthermore, the parties hereto acknowledge, agree and confirm that any rights granted to the Tenant under the Lease that are qualified on the basis that the Tenant is not then in default or was never in default of the Lease shall continue to apply in favour of the Tenant.

4.02 The Lease Arrangement Fee described in S.1.05 of the Lease was paid in full by the Tenant to the Landlord.

4.03 The Tenant Allowance described in S.1.04 of the Lease remains a valid obligation of the Landlord to pay to the Tenant as set out in the Lease.

4.04 The Tenant shall be permitted up to three months from the date hereof to make any repairs as may be required to the heating, ventilating and air conditioning units.

5.00 **COSTS**

- 5.01 The Landlord’s consent shall not become effective until:
- (a) All arrears of Rent (including, without limitation, Minimum Rent, Additional Rent, realty taxes and utilities) in the amount of \$_____, including HST, are paid to the Landlord; and
 - (b) The Landlord’s reasonable legal and administrative costs of \$_____, including HST, are paid in full; and
 - (c) The Agreement is deemed not to have been delivered to the Assignee by the Assignor until the Landlord has executed and delivered it to both the Assignor and the Assignee.

6.00 **RATIFICATION AND GENERAL**

Initials	
1st Part	2nd Part
Landlord	Tenant

6.01 The parties, hereby ratify and confirm each and every term, condition and proviso contained in the Lease as hereby transferred, save as may be amended herein.

6.02 Headings and captions of articles and sections are inserted for convenience of reference only and are not to be considered when interpreting this Agreement. Terms used herein shall, where the context permits, have the same meaning as attributed thereto in the Lease.

6.03 This Agreement shall enure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents.

SIGNED, SEALED & DELIVERED

in the presence of:

}	2856808 ONTARIO INC.	Landlord
}		
}		
}		
}	Per: _____	
}	Authorized Signing Officer	
}		
}		
}		
}	DELOITTE RESTRUCTING INC., solely in its capacity as	
}	Court-appointed receiver of Injection Technologies	
}	Inc., and not in its personally or corporate capacity	
}		Assignor / Tenant
}		
}		
}		
}	Per: _____	
}	Authorized Signing Officer	
}		
}		
}		
}	AARKEL TESTING TECHNOLOGIES INC. Assignee / Tenant	
}		
}		
}		
}	Per: _____	
}	Authorized Signing Officer	
}		
}		
}		

Initials	
1st Part	2nd Part
Landlord	Tenant

APPENDIX E

Auction Services Agreement - Terms and Conditions


Agreement – Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (the “**Receiver**”) of Injection Technologies Inc., Moldco Plastics Inc. and Moldco Holdings Inc. (together, “**Injection**”) and Corporate Assets Inc. (the “**Auctioneer**”) agree that this agreement (including the applicable Additional Terms attached (together, this “**Agreement**”) shall govern the sale of the Purchased Assets (as defined herein) to the Auctioneer and, thereafter, the sale or re-sale of the Purchased Assets by the Auctioneer to one or more purchasers by way of public or private sale (the “**Sale**”). This Agreement constitutes all of the applicable terms related to this transaction and the Sale and no other representations, whatsoever, are being made or agreed to outside of this Agreement. The Auctioneer may sell or re-sell the Assets by private and/or public auction/liquidation sales, which are to be conducted from the Premises, as defined below.

Purchased Assets – “**Purchased Assets**” include all tangible assets listed in Schedule A hereto located at 41 Ardelt Place, Kitchener, ON N2C 2C8 (the “**Kitchener Plant**”) and 4350 Industrial Drive, Windsor, ON N9C 3R8 (the “**Windsor Plant**”) (together with the Kitchener Plant, the “**Premises**”) (including the contiguous yards and storage areas). “**Excluded Assets**” consist of all assets, properties and undertakings of Injection other than the Purchased Assets including, without limitation, those assets set out in Schedule B attached hereto, or any assets of Injection subsequently added to Excluded Assets by written agreement. The Auctioneer acknowledges that additional assets of Injection (the “**Additional Assets**”) may be sold or disposed of as directed by the Receiver in accordance with the terms herein. “**Purchased Assets**” shall include blueprints, manuals, software programs, and certificates of title in the possession of the Receiver and required to utilize the Purchased Assets, and any and all vehicle permits, if available to the Receiver. All motor vehicle transfer papers, registrations, or ownership papers/permits that are available to the Receiver will be delivered by the Receiver to the Auctioneer on the Closing Date (as defined below).

Computer Equipment and/or Software – The Receiver acknowledges and agrees that the Purchased Assets may include certain computer equipment, related software programs and/or software and data programs required to operate the Purchased Assets and the Receiver shall in no way remove, dispose of or delete any of the above mentioned items.

Closing of Sale of Purchased Assets to Auctioneer – Subject to satisfaction of the Conditions Precedent (as defined below), on the date that is two business days prior to the date (the “**Auction Date**”) on which the Auctioneer is scheduled to conduct a public sale of the Assets (as defined below) (the “**Closing Date**”), the Receiver agrees to sell, assign and transfer to the Auctioneer, and the Auctioneer agrees to purchase from the Receiver, all of the right, title and interest of the Receiver and Injection in and to the Purchased Assets, free and clear of all encumbrances. The Purchased Assets shall remain at the risk of the Receiver until completion of the sale of the Purchased Assets to the Auctioneer (“**Closing**”). The Purchased Assets shall be surrendered by the Receiver to the Auctioneer at the Premises on Closing. From and after Closing, the Assets shall be at the risk of the Auctioneer and shall remain at the Premises until the sold (or unsold, if applicable) Assets are removed from the Premises in accordance with the terms of this Agreement.

Purchase Price – The aggregate consideration payable by the Auctioneer to the Receiver in consideration of the sale and transfer of the Purchased Assets to the Auctioneer shall be CAD \$ [REDACTED] ([REDACTED]) (the “**Net Guaranteed Amount**”), exclusive of sales taxes and the Buyer’s Premium (as defined below), subject to adjustment as set out herein. Upon execution of this Agreement, the Auctioneer shall pay to the Receiver a deposit (the “**Deposit**”) of CAD \$ [REDACTED] ([REDACTED]), which Deposit shall be held in trust and shall be applied to the Net Guaranteed Amount on closing of the sale of the Purchased Assets to the Auctioneer. On the Closing Date,


 Initials
 "JS"

Page 1 of 8

the Deposit shall be released from trust to the Receiver and the Auctioneer shall pay the balance of the Net Guaranteed Amount to the Receiver by way of wire transfer to the account designated by the Receiver. Following Closing, the Purchased Assets shall be referred to as the “Assets”.

Taxes – The Receiver and the Auctioneer agree that the Net Guaranteed Amount, as well as any other amounts payable by the Auctioneer to the Receiver hereunder, do not include any federal, provincial, municipal taxes or similar charges (collectively, “**Taxes**”) arising as a result of the transfer of the Purchased Assets hereunder, including, for greater certainty, any Taxes exigible or payable under the *Excise Tax Act* (Canada) (“**ETA**”) or under any provision of any applicable provincial or territorial legislation imposing similar sales or value added Taxes with respect to the transfer of the Purchased Assets. The Auctioneer shall be liable for, and shall pay, all sales Taxes arising as a result of the transfer of the Purchased Assets hereunder, including, for greater certainty, any Taxes exigible or payable under the ETA or under any provision of any applicable provincial or territorial legislation imposing similar sales or value added Taxes with respect to the transfer of the Purchased Assets as an extra amount over and above the Net Guaranteed Amount and any other amount payable to the Receiver hereunder.

Conduct of Sale – The Auctioneer will commence the Sale on the Auction Date. For certainty, the Auctioneer shall conduct the Sale as principal and not as an agent of or on behalf of the Receiver. The Auctioneer shall conduct the Sale in a competent and commercially reasonable manner and otherwise in accordance with the terms and conditions hereof. All matters relating to the conduct of the Sale, including staffing, advertising, marketing, the preparation of the Assets for sale, inspection arrangements, and the timing and duration of the sale, shall be at the sole expense and discretion of the Auctioneer, completed in the manner and at the times directed by it. The Auctioneer reserves the right to supplement the Sale.

Premises – The Auctioneer intends to conduct a Sale of the Assets from the Premises and accordingly, from the first day of occupancy, will require unrestricted and exclusive access to and the free use of, the serviced Premises up to no later than December 15, 2023. The Sale of the Assets may be by private sale and/or by public auction, and the Receiver hereby acknowledges and consents to such sales or auction being conducted on the Premises and agrees to allow access to members of the public for such sale(s) and for pre-sale inspections. The Receiver has made arrangements for such access and use and shall ensure that forthwith after the execution of this Agreement, the Auctioneer is provided with keys, access codes, and anything else required to give the Auctioneer such unrestricted access. The Receiver shall ensure that utilities to and/or on the Premises are maintained. After the completion of the Sale, the Auctioneer staff shall supervise the removal of the sold Assets from the Premises and shall ensure that the Assets are removed without causing damage to the Premises. The Auctioneer shall leave the Premises in a clean and broom-swept condition with all unsold Assets and waste removed at the expense of the Auctioneer unless otherwise agreed to by the Receiver. The Auctioneer shall remedy any damage or defect caused to the Premises during the Sale or the removal of the Assets, at its sole cost and expense (although the Auctioneer shall not be required to remedy any condition existing prior to the Sale). The Auctioneer shall indemnify the Receiver for any damage caused to the Assets or the Premises during the Sale. Unless otherwise agreed in writing, the Receiver will communicate directly with any landlord of the Premises and shall ensure that the Auctioneer is provided with such unrestricted and exclusive access to the Premises by the landlord as stipulated in this Agreement. The Auctioneer shall not be responsible for filling/cleaning any pits that result from the removal of the Assets contemplated under this Agreement. The Auctioneer shall ensure that the rigger will use caution tape and pylons or light wooden posts to rope off the pits for safety, once exposed. The Auctioneer acknowledges that another purchaser (the “**Windsor Buyer**”) has been selected for the sale of the business and substantially all of assets located at the Windsor Plant, except for those assets contemplated in this Agreement. The Windsor Buyer will have control of the Windsor Plant upon closing


Initials

of that transaction, such that access will need to be coordinated with the Receiver and the Windsor Buyer and subject to other restrictions.

Environmental – The Auctioneer shall not be responsible or liable for any environmental conditions or damage other than any environmental conditions or damage caused or contributed to by the Auctioneer. Hazardous, environmentally-regulated or waste substances of any kind including hydraulic oils, lubricants etc. in, on, under or affecting the Premises or the Purchased Assets shall not be part of the Purchased Assets and the Auctioneer shall have no obligation to deal with, store or remove such substances or the Assets affected by such substances, unless the Auctioneer otherwise agrees in writing. The Receiver acknowledges and agrees that the Auctioneer is not in care, management, possession or control of the Premises for the purposes of any environmental legislation, provided, however, that the Auctioneer shall indemnify and hold harmless the Receiver from and against any environmental conditions or damage caused or contributed to by the Auctioneer.

Use of Name – The Receiver agrees that the Auctioneer shall be entitled to the use of the name and logo of "**Injection Technologies Inc.**", and to the use of any other intangible assets of Injection, where necessary or desirable in order for the Auctioneer to complete the Sale of the Assets, in each case for the marketing and merchandising of the Assets. The name and logo of "**Injection Technologies Inc.**", and the other intangible assets of Injection, shall be Excluded Assets. Until approval by the Court of this Agreement, all marketing materials shall include a disclaimer that the Sale remains "subject to Court Approval".

Representations and Warranties of Receiver – The Receiver represents and warrants as at the date of this Agreement and at the Closing Date that each of the facts set out below hereto is correct in all material respects and acknowledges that the Auctioneer is relying upon such representations and warranties in entering into this Agreement:

- a) subject to this Agreement being approved by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the Receiver is authorized to enter into this Agreement and sell the Purchased Assets;
- b) the Receiver is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and, to the best of the Receiver's knowledge and belief, there are no legal or other impediments (including restrictions on sales in bulk) that will impede or prevent the sale of the Purchased Assets in accordance with this Agreement, other than the requirement that this Agreement be approved by the Court;
- c) the Receiver is able to grant the Auctioneer the use of the Premises on the terms contemplated by this Agreement, without charge; and
- d) the Receiver is able to grant the Auctioneer the use of the name "Injection Technologies Inc." and other intangible assets of Injection on the terms contemplated by this Agreement, without charge.

Representations and Warranties of Auctioneer – The Auctioneer represents and warrants as at the date of this Agreement and at the Closing Date that each of the facts set out below hereto is correct in all material respects and acknowledges that the Receiver is relying upon such representations and warranties in entering into this Agreement:



Initials
"JS"
SD

- a) the Auctioneer is a corporation incorporated and existing under the laws of the Province of Ontario and has the corporate power to enter into and perform its obligations under this Agreement. The Auctioneer is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- b) the execution and delivery of and performance by the Auctioneer of this Agreement and the consummation of the transactions contemplated by it have been authorized by all necessary corporate action on the part of the Auctioneer;
- c) this Agreement has been duly executed and delivered by the Auctioneer and constitutes a legal, valid and binding agreement of the Auctioneer enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction; and
- d) as of the Closing, the Auctioneer will have sufficient cash in immediately available funds to pay the Net Guaranteed Amount to the Receiver as required by this Agreement. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Auctioneer.

As is, where is -The sale of the Purchased Assets by the Receiver to the Auctioneer, and the sale or re-sale of the Assets by the Auctioneer at the Sale, shall occur on an "as is, where is" basis. Unless specifically stated herein, no representation, warranty, covenant or condition, whether statutory (including under the *Sale of Goods Act* (Ontario)), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise is being given by the Receiver (and will not be given by the Auctioneer pursuant to the Sale) as to title, encumbrances, description, fitness for purpose, merchantability, quantity, quality, condition, value, suitability, durability, compliance or non-compliance with applicable environmental rules, regulations or legislative provisions, or marketability thereof or in respect of any matter whatsoever. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act*, R.S.O. 1990, c. S-1, as amended from time to time, do not apply to the sale of the Purchased Assets and have been waived by the Auctioneer. The Auctioneer and the purchasers of the Assets shall be deemed to have relied entirely on their own inspection and investigation in proceeding with the transactions contemplated hereunder, or in purchasing the Assets. The Auctioneer shall conduct and rely upon its own inspection of the Purchased Assets and the Auctioneer shall require each purchaser of the Assets to conduct and rely upon its own inspection of the Assets.

Breach of Agreement – Each of the Auctioneer and the Receiver shall be liable to the other for any breach of the terms of this Agreement.

Loss to Corporate Assets Inc. – In the event that the Sale of any Assets to be conducted by the Auctioneer should not take place or be completed as a result of a breach of the terms of this Agreement by the Receiver, then the Receiver shall be liable for and pay to the Auctioneer (including by way of set-off against any amounts payable by the Auctioneer to the Receiver pursuant to this Agreement) as liquidated damages (collectively, the "**Losses**"): (i) the liquidation value of the applicable unsold Assets on the same basis as if said Sale of the applicable Assets had actually been completed; and (ii) all expenses incurred by the Auctioneer in connection with the Sale or attempted sale of the applicable Assets. The amount of any


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Losses shall not exceed the Net Guaranteed Amount plus all expenses as mentioned above, limited to the Expense Amount (defined below).

Force Majeure – “**Force Majeure**” means Acts of God, wars, riots, insurrections, natural disasters, fires, acts of terrorism and/or any other similar cause beyond the reasonable control of the party invoking Force Majeure that has the effect of disrupting, interfering and/or obstructing any material part of the Canadian economy and each party reserves the right to renegotiate the terms under this Agreement and/or repayment of any monies paid by the Auctioneer to the Receiver and expenses connected thereto as a result of Force Majeure.

Insurance – The Receiver shall be responsible for insuring against damage to (i) the Purchased Assets from the date of this Agreement to Closing; and the Auctioneer shall be responsible for insuring against damage to (ii) the Assets from and after Closing to the date of the removal of sold (or unsold, if applicable) Assets from the Premises. Such insurance shall be for the value of the Purchased Assets or the Assets as applicable, as estimated by the Auctioneer. As Assets are removed, the amount of such insurance may be reduced accordingly. Each of the Receiver and the Auctioneer shall maintain insurance, in the minimum amount of \$ [REDACTED], for third party liability insurance with respect to any activities at the Premises. Each party shall maintain the appropriate workers' compensation coverage or equivalent for that own party's employees or independent contractors.

Further Assurances - Each of the Receiver and the Auctioneer, shall, at the cost of the requesting party, promptly execute, deliver and record such further instruments, agreements, and/or proof as the Receiver or Auctioneer, as applicable, may consider necessary or appropriate to acknowledge and give effect to the terms set out in this Agreement.

Assignment / Joint Venture – This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. The Auctioneer reserves the right to joint venture its acquisition rights as set forth herein, provided however that such joint venture shall not in any way decrease or adversely affect the Auctioneer's obligations to the Receiver pursuant to this Agreement.

Conditions to Effectiveness – The Receiver's and Auctioneer's obligations hereunder are subject to the satisfaction of the following conditions (collectively, the “**Conditions Precedent**”) on or before the dates indicated: (i) within 30 days of the date of this Agreement (subject to Court availability), an order of the Court (the “**Approval Order**”) shall be obtained on motion by the Receiver that, among other things, authorizes the Receiver to enter into this Agreement, permits the Receiver to provide access to the Auctioneer for the purpose of the Sale to December 15, 2023, permits the Auctioneer to conduct the Sale in accordance with this Agreement and conveys to the Auctioneer on Closing, the right, title and interest of the Receiver and Injection, if any, in the Purchased Assets free and clear of all liens and encumbrances; (ii) on the Closing Date, the Approval Order shall be in full force and effect and not be stayed or subject to any threatened or actual appeal; and (iii) on the Closing Date, no provision of any applicable law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets pursuant to this Agreement shall be in effect.

Termination - This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated: (i) by mutual consent of the Receiver and the Auctioneer; (ii) by either party if the transfer of the Purchased Assets to the Auctioneer may not be completed as a result of Force Majeure; (iii) by the Auctioneer if a breach of any representation or warranty or failure to perform any covenant or agreement

on the part of the Receiver set forth in this Agreement shall have occurred; (iv) by the Receiver if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Auctioneer set forth in this Agreement shall have occurred; (v) by either party if the Closing has not occurred by October 15, 2023, provided that a party may not terminate this Agreement under this provision if the failure to perform any one or more of its obligations or covenants under this Agreement to be performed, or the breach of any of its representations and warranties under this Agreement, has been the cause of, or resulted in, the Closing not occurring by the foregoing date. If this Agreement is terminated in accordance with (i), (ii), (iii) or (v) above, the Receiver shall return the Deposit to the Auctioneer without deduction or set-off. If this Agreement is terminated in accordance with (iv) above, the Receiver shall be entitled to retain the Deposit in partial satisfaction of the damages suffered by the Receiver as a result of such termination, without prejudice to the right of the Receiver to claim from the Auctioneer any damages suffered by the Receiver in excess of the amount of the Deposit.

Capacity of Receiver – The Auctioneer acknowledges and agrees that Deloitte Restructuring Inc. is entering into this Agreement solely in its capacity as Receiver and that Deloitte Restructuring Inc. shall have no personal or corporate liability of any kind whatsoever, in contract, in tort or at equity, as a result of entering into this Agreement or performing or failing to perform any of the terms of this Agreement.

Confidentiality – The Receiver and the Auctioneer shall keep confidential all information and documents pertaining to this transaction which may have been or may hereafter be exchanged between them or their representatives or may have been retained by the Receiver and the Auctioneer except for such information and documents as are available to the public, required to be disclosed by applicable law or court order, or as required to be disclosed pursuant to the receivership proceedings, if applicable, or the motion by the Receiver to obtain approval by the Court of this Agreement.

Other General Terms – Time shall be of the essence hereof. This Agreement shall inure to the benefit of and be binding upon the respective successors of the parties hereto. Unless and until amended, modified or superseded by a subsequent agreement in writing, this Agreement constitutes the entire agreement between the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereby attorn to the courts of that jurisdiction.



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Additional Terms – Net Minimum Guarantee

Net Minimum Guaranteed amount – The Receiver will receive not less than [REDACTED] of proceeds from the sale of the Purchased Assets and the sale of the Assets by the Auctioneer (the "**Net Guaranteed Amount**"), exclusive of sales taxes and the Buyer's Premium. The Auctioneer may establish a reserve bid for any or all Assets, and may itself, or through a designated person, bid for any Asset. If the reserve bid is not met, or if the bid of the Auctioneer or its designate is the highest bid, the Asset shall be deemed unsold for the purposes of this Agreement.

Expenses and [REDACTED] – Provided that the Receiver shall have received payment of the Net Guaranteed Amount when due, [REDACTED] to reimburse the Auctioneer for its expenses (the "**Expense Amount**"); and [REDACTED] on the sale of all Assets; [REDACTED].

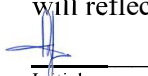
Proceeds Sharing Formula – Provided that the Receiver shall have received payment of the Net Guaranteed Amount when due, and that the Auctioneer shall have been reimbursed for its Expense Amount, any remaining Net Sale Proceeds shall be paid based on the following:

- (a) [REDACTED]

Adjustment on Removal of Assets from Sale – If the Receiver becomes aware that it is not entitled to convey title to any of the Purchased Assets to the Auctioneer, or if the Receiver is not able to give the Auctioneer possession of any of the Purchased Assets for the purposes of the Sale referred to in this Agreement, then the Net Guaranteed Amount shall be reduced by the liquidation value of such Purchased Asset (the "**Removed Asset**"). If the Receiver and the Auctioneer cannot agree on the liquidation value of the Removed Asset, which liquidation value shall include any costs incurred in preparing the Removed Asset for sale, then an independent valuator acceptable to both parties will be appointed at the joint cost of the parties, and the assessment of such valuator shall be final and binding.

Private Sale Prior to Closing Date – The Receiver acknowledges that the Auctioneer may solicit offers to purchase the Purchased Assets prior to the Closing Date. The Receiver will not sell any of the Purchased Assets to a party other than the Auctioneer without the Auctioneer's prior written consent. The proceeds of any of the Purchased Assets sold to a party other than the Auctioneer pursuant to a private sale approved by the Auctioneer shall be paid to the Receiver and credited against the amount of the Net Guaranteed Amount payable on Closing. The balance of the Net Guaranteed Amount, if any, that is owing to the Receiver will be paid by the Auctioneer at Closing. The Receiver will seek to obtain approval of the Court of such private sale to a party other than the Auctioneer as part of the Approval Order.

Title – The Auctioneer will require on the Closing Date a bill of sale passing the right, title and interest of Injection and the Receiver in and to the Purchased Assets, free from all liens and encumbrances, to the Auctioneer on an "as is, where is" basis without representation or warranty. The terms of the bill of sale will reflect the terms of this Agreement.


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Damage to Assets –In the event of material damage to the Purchased Assets, or any part of them, the Auctioneer may at its option either (a) accept the proceeds of such insurance with respect to any Purchased Assets in lieu of the Purchased Assets, and otherwise complete the transactions contemplated herein, or (b) terminate this Agreement, in which case both the Receiver and the Auctioneer shall be released from all obligations hereunder and the Deposit shall be returned to the Auctioneer without any deduction.

Sales Taxes, Accounting – The Auctioneer shall collect all funds from the sale of the Assets and shall remit all sales taxes from the sales to the appropriate tax authorities. The Auctioneer shall provide a comprehensive statement to the Receiver within sixty (60) business days after the sale of the Assets, showing (by lot) the gross sale price together with payment of any balance owing.

ACCEPTED BY:

**DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-appointed
Receiver of Injection Technologies Inc.,
Moldco Plastics Inc. and Moldco
Holdings Inc., and not in its personal or
corporate capacity**

Per

(Authorized Signature)

JORDEN SLEETH / STEFANO DAMIANI

(Name)

SENIOR VICE PRESIDENT / SENIOR VICE PRESIDENT

(Title)

Date: **AUGUST 8, 2023**

ACCEPTED BY:

CORPORATE ASSETS INC.

Per

(Authorized Signature)

RYAN HAAS

(Name)

President

(Title)

Date: **August 4, 2023**

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SCHEDULE "A"

A handwritten signature in blue ink, appearing to be a stylized 'J' or 'S'.

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**IN THE MATTER OF THE RECEIVERSHIP OF INJECTION TECHNOLOGIES INC.,
MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS INC.
LOT 2 - MACHINERY AND EQUIPMENT AT THE KITCHENER PLANT - 41 ARDELT PLACE**

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
2-1	M-1	FERROMATIK-MILACRON	2015	F360-HPH60	Z36LHGC010022	FERROMATIK-MILACRON (2015) F360-HPH60 360 TON CAPACITY ELECTRIC INJECTION MOLDING MACHINE WITH FERROMATIK-MILACRON MOSAIC TOUCHSCREEN CNC CONTROL, 12.59 OZ SHOT, 42.12" X 42.12" PLATTENS, 30.70" X 30.70" TIE BAR CLEARANCE, 55.51" MAX DAYLIGHT OPENING, 25.98" MAX OPENING STROKE, SHINI STAINLESS STEEL HOPPER FEEDER, S/N Z36LHGC010022	TDEF	
		YUSHIN	2020	RCII-400S-19-13	20007617-0160	YUSHIN (2020) RCII-400S-19-13 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N 20007617-0160	TDEF	
		STERLCO	N/A	STERL-TRONIC	55322	STERLCO STERL-TRONIC DIGITAL WATER TEMPERATURE CONTROLLER, S/N 55322		
		ADVANTAGE	2020	SK-1035G	176490	ADVANTAGE (2020) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 176490		
2-2	M-2	MILACRON	2005	NT440 29 POWERLINE	W28A0400002	MILACRON (2005) NT440 29 POWERLINE 440 TON CAPACITY ELECTRIC INJECTION MOLDING MACHINE WITH MILACRON XTREEM NT CNC CONTROL, 29 OZ SHOT, 46.26" X 45.31" PLATTENS, 33.07" X 33.07" TIE BAR CLEARANCE, 29" MAX DAYLIGHT OPENING, SHINI STAINLESS STEEL HOPPER FEEDER, S/N W28A0400002		
		D-M-E	N/A	N/A	N/A	D-M-E 12-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
		ADVANTAGE	N/A	SK-1075LE	N/A	ADVANTAGE SK-1075LE DIGITAL WATER TEMPERATURE CONTROLLER, S/N N/A		
		ADVANTAGE	1997	SK-1045-21C1	32971	ADVANTAGE (1997) SK-1045-21C1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 32971		
		CONAIR FRANKLIN	N/A	SC-60	137372	CONAIR FRANKLIN SC-60 60 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 137372		
2-3	M-3	BORCHE	2020	BS260-3	2205T084	BORCHE (2020) BS260-3 260 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 28.44 OZ SHOT, 32.87" X 32.87" PLATTENS, 22.63" TIE BAR CLEARANCE, 44.09" MAX DAYLIGHT OPENING, 20.47" MAX OPENING STROKE, 71 HP, PPE STAINLESS STEEL HOPPER FEEDER, S/N 2205T084	TDEF	
		ADVANTAGE	1998	SK-1045-21C1	38812	ADVANTAGE (1998) SK-1045-21C1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 38812		
2-4	M-4	BORCHE	2020	BS320-3	2206T129	BORCHE (2020) BS320-3 320 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 44.6 OZ SHOT, 37" X 37" PLATTENS, 26.37" TIE BAR CLEARANCE, 48.62" MAX DAYLIGHT OPENING, 22.83" MAX OPENING STROKE, 90 HP, PPE STAINLESS STEEL HOPPER FEEDER, S/N 2206T129	TDEF	
		YUSHIN	2020	RCII-250S-17-9.5	20007617-0090	YUSHIN (2020) RCII-250S-17-9.5 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N 20007617-0090	TDEF	
		ADVANTAGE	2014	SK-1075SHEP-51D1	136776	ADVANTAGE (2014) SK-1075SHEP-51D1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 136776		
		ADVANTAGE	2007	SK-1035VEP-51C1	103727	ADVANTAGE (2007) SK-1035VEP-51C1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 103727		
		MOLD MASTERS	N/A	TEMPMASTER	N/A	MOLD MASTERS TEMPMASTER 6-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
2-5	M-5	ENGEL	1998	ES 700/200	8887-200-98	ENGEL (1998) ES 700/200 200 TON CAPACITY HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 15.4 OZ SHOT, 27.55" X 27.55" PLATTENS, 18.11" TIE BAR CLEARANCE, 19" MAX DAYLIGHT OPENING, MAGUIRE STAINLESS STEEL HOPPER FEEDER, S/N 8887-200-98		
		SPALTEC	1995	D-1209-5	95-03-313	SPALTEC (1995) D-1209-5 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 95-03-313		
2-6	M-6	ENGEL	1995	ES 700/150	6845-150-95	ENGEL (1995) ES 700/150 150 TON CAPACITY HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 12.7 OZ SHOT, 27.55" X 27.55" PLATTENS, 18.11" TIE BAR CLEARANCE, 19" MAX DAYLIGHT OPENING, MAGUIRE STAINLESS STEEL HOPPER FEEDER, S/N 6845-150-95		
		ADVANTAGE	2021	SK-1035G	179451	ADVANTAGE (2021) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 179451		
2-7	M-7	CINCINNATI-MILACRON	2005	MAXIMA 310 12	H49A0200051	CINCINNATI-MILACRON (2005) MAXIMA 310 12 310 TON CAPACITY SERVO HYDRAULIC INJECTION MOLDING MACHINE WITH MILACRON XTREEM NT CNC CONTROL, 12 OZ SHOT, 47" X 37" PLATTENS, 36" X 26" TIE BAR CLEARANCE, 41.7" MAX DAYLIGHT OPENING, S/N H49A0200051 (NOT IN SERVICE)		
2-8	M-8	FERROMATIK-MILACRON	2003	MAGNA T310 15	T85A0100115	FERROMATIK-MILACRON (2003) MAGNA T310 15 310 TON CAPACITY ELECTRIC INJECTION MOLDING MACHINE WITH CNC CONTROL NOT PRESENT, 15 OZ SHOT, 37" X 37" PLATTENS, 26" TIE BAR CLEARANCE, CPE STAINLESS STEEL HOPPER FEEDER, S/N T85A0100115		
		YUSHIN	2020	RCII-250S-17-9.5	20009883-0020	YUSHIN (2020) RCII-250S-17-9.5 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N 20009883-0020	TDEF	
		ADVANTAGE	2008	SK-1035G	108362	ADVANTAGE (2008) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 108362		
		SPALTEC	1999	3-1209-5	99-0681981	SPALTEC (1999) 3-1209-5 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 99-0681981		
2-9	M-9	MILACRON-FANUC	2000	ROBOSHOT 275I-178G	4168A02/00-17	MILACRON-FANUC (2000) ROBOSHOT 275I-178G 275 TON CAPACITY ELECTRIC INJECTION MOLDING MACHINE WITH FANUC 180IS-IA CNC CONTROL, 6.3 OZ SHOT, 37.40" X 37.40" PLATTENS, 24.80" TIE BAR CLEARANCE, 49.21" MAX DAYLIGHT OPENING, 23.62" MAX OPENING STROKE, CPE STAINLESS STEEL HOPPER FEEDER, S/N 4168A02/00-17		
		YUSHIN	2020	RCII-250S-17-9.5	20009883-0030	YUSHIN (2020) RCII-250S-17-9.5 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N 20009883-0030	TDEF	
		ADVANTAGE	2021	SK-1035G	180303	ADVANTAGE (2021) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 180303		
		OILTHERM	N/A	535R0061505	R0-96062	OILTHERM 535R0061505 DIGITAL OIL TEMPERATURE CONTROLLER, S/N R0-96062		
		YUDO	N/A	TW 600	U0803-004	YUDO TW 600 2-ZONE DIGITAL DIE HEAT CONTROLLER, S/N U0803-004		
2-10	M-10	D-M-E	N/A	MPP5G	FC-35265	D-M-E MPP5G 5-ZONE DIGITAL DIE HEAT CONTROLLER, S/N FC-35265		
		BORCHE	2020	BE120-3	1530S001	BORCHE (2020) BE120-3 120 TON CAPACITY HORIZONTAL ELECTRIC PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 3.64 OZ SHOT, 24" X 24" PLATTENS, 16.14" TIE BAR CLEARANCE, 31.10" MAX DAYLIGHT OPENING, 13.38" MAX OPENING STROKE, 43.5 HP, CPE STAINLESS STEEL HOPPER FEEDER, S/N 1530S001		
		SEPRO	N/A	SR-85	PKR-00140	SEPRO SR-85 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N PKR-00140		
		ADVANTAGE	2017	SK-1035G	159053	ADVANTAGE (2017) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 159053		
2-11	M-11	LIEN FA	2018	LF 107HB	HB107107018	LIEN FA (2018) LF 107HB 120 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH LIEN FA KEBA CNC CONTROL, 5.44 OZ SHOT, 24.52" X 24.52" PLATTENS, 15.82" TIE BAR CLEARANCE, 24.80" MAX DAYLIGHT OPENING, 17.71" MAX OPENING STROKE, 30 HP, SHINI STAINLESS STEEL HOPPER FEEDER, S/N HB107107018		
		ADVANTAGE	2021	SK-1035G	180302	ADVANTAGE (2021) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 180302		
2-12	M-12	ENGEL	2003	ES330/100TL	71490	ENGEL (2003) ES330/100TL 100 TON CAPACITY TIEBARLESS PLASTIC INJECTION MOLDING MACHINE WITH ENGEL EC90 CNC CONTROL, 6.5 OZ SHOT, 27.95" X 22.05" PLATTENS, 27.56" MAX DAYLIGHT OPENING, 17.72" MAX OPENING STROKE, MFG UNKNOWN STAINLESS STEEL HOPPER FEEDER, S/N 71490		
		ADVANTAGE	2018	SK-1035G	161509	ADVANTAGE (2018) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 161509		

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
2-13	M-13	BORCHE	2020	BS120-3	2202T168	BORCHE (2020) BS120-3 120 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 6 OZ SHOT, 24" X 24" PLATTENS, 16.14" TIE BAR CLEARANCE, 31.10" MAX DAYLIGHT OPENING, 13.38" MAX OPENING STROKE, 43.5 HP, SHINI STAINLESS STEEL HOPPER FEEDER, S/N 2202T168	TDEF	
		ADVANTAGE	1999	SK-1045-21C1	35086	ADVANTAGE (1999) SK-1045-21C1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 35086		
2-14	M-14	BORCHE	2019	BS80-3	2201S077	BORCHE (2019) BS80-3 80 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 5.4 OZ SHOT, 21.25" X 21.25" PLATTENS, 14.17" TIE BAR CLEARANCE, 26.77" MAX DAYLIGHT OPENING, 12.59" MAX OPENING STROKE, 35 HP, PPE STAINLESS STEEL HOPPER FEEDER, S/N 2201S077		
		ADVANTAGE	1999	SK-1045-21C1	48792	ADVANTAGE (1999) SK-1045-21C1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 48792		
2-15	M-15	ENGEL	1999	ES200/60TL	9680-060-99	ENGEL (1999) ES200/60TL 60 TON CAPACITY TIEBARLESS PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 4.4 OZ SHOT, 25.60" X 16.93" PLATTENS, 20.47" MAX DAYLIGHT OPENING, 13" MAX OPENING STROKE, AUTOLOAD STAINLESS STEEL HOPPER FEEDER, S/N 9680-060-99		
		ENGEL REGLOPLAS	N/A 2004	45TM 90S/6/TP20/1K/RT30	YG0008007 1010002602	ENGEL 45TM PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N YG0008007 REGLOPLAS (2004) 90S/6/TP20/1K/RT30 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 1010002602		
2-16	M-16	LIEN FA	2019	LF 57HB	HB10857028	LIEN FA (2019) LF 57HB 60 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH LIEN FA Keba CNC CONTROL, 1.6 OZ SHOT, 17.91" X 17.91" PLATTENS, 12" TIE BAR CLEARANCE, 19.68" MAX DAYLIGHT OPENING, 13.77" MAX OPENING STROKE, 25 HP, SHINI STAINLESS STEEL HOPPER FEEDER, S/N HB10857028		
		ADVANTAGE	2021	SK-1035G	180304	ADVANTAGE (2021) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 180304		
		MOLD MASTERS	2021	TEMPMASTER ME SERIES	ME-21060025	MOLD MASTERS (2021) TEMPMASTER ME SERIES 12-ZONE DIGITAL DIE HEAT CONTROLLER, S/N ME-21060025		
2-17	M-17	ENGEL	1998	ES80/28TL	34236-98	ENGEL (1998) ES80/28TL 28 TON CAPACITY TIEBARLESS PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 1.6 OZ SHOT, MFG UNKNOWN STAINLESS STEEL HOPPER FEEDER, S/N 34236-98		
		STERLCO	N/A	STERL-TRONIC	46759	STERLCO STERL-TRONIC DIGITAL WATER TEMPERATURE CONTROLLER, S/N 46759		
2-18	M-18	ENGEL	1999	ES80/28TL	38465/99	ENGEL (1999) ES80/28TL 28 TON CAPACITY TIEBARLESS PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 1.6 OZ SHOT, MFG UNKNOWN STAINLESS STEEL HOPPER FEEDER, S/N 38465/99		
		STERLCO	N/A	STERL-TRONIC	66850	STERLCO STERL-TRONIC DIGITAL WATER TEMPERATURE CONTROLLER, S/N 66850		
2-19	M-19	LIEN FA	2018	LF 37HB	HB10737017	LIEN FA (2018) LF 37HB 35 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH LIEN FA Keba CNC CONTROL, 2 OZ SHOT, 15.35" X 15.35" PLATTENS, 10" TIE BAR CLEARANCE, 16.92" MAX DAYLIGHT OPENING, 11.02" MAX OPENING STROKE, 28 HP, HPI SVL-120 STAINLESS STEEL HOPPER FEEDER, S/N HB10737017		
		D-M-E	N/A	DSS-15-12	N/A	D-M-E DSS-15-12 12-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
		ADVANTAGE	2021	SK-1035G	180305	ADVANTAGE (2021) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 180305		
2-20	M-20	KRAUSS MAFFEI	2016	SKLNFORM MX850-8100 CN	65000127	KRAUSS MAFFEI (2016) SKLNFORM MX850-8100 CN 850 TON CAPACITY HORIZONTAL DUAL PLATTEN HYDRO-MECHANICAL PLASTIC INJECTION MOLDING MACHINE WITH KRAUSS MAFFEI MC CNC CONTROL, 113 OZ SHOT, 44.88" X 44.88" PLATTENS, STAINLESS STEEL HOPPER FEEDER, S/N 65000127	TDEF	
		YUSHIN	2011	RCII-600S-25-15.5	3900418002	YUSHIN (2011) RCII-600S-25-15.5 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N 3900418002	TDEF	
		PLASTICS ENGINEERING	N/A	PHRS-GU24	K1959B	PLASTICS ENGINEERING PHRS-GU24 6-ZONE DIGITAL DIE HEAT CONTROLLER WITH PANEL MASTER TOUCHSCREEN PLC CONTROL, S/N K1959B		
		ADVANTAGE	2010	SK-1090LEZ-51E1	N/A	ADVANTAGE (2010) SK-1090LEZ-51E1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N N/A		
		YUDO	N/A	TW 600	N/A	YUDO TW 600 4-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
2-21	M-21	MILACRON	N/A	TWDAGKDWEOAC0B	A3100AA011913	MILACRON TWDAGKDWEOAC0B DIGITAL WATER TEMPERATURE CONTROLLER, S/N A3100AA011913		
		ENGEL	2001	ES 7050/900US	45973	ENGEL (2001) ES 7050/900US DUO 900 TON CAPACITY SERVO-HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 135 OZ SHOT, 82.7" MAX MOLD HEIGHT, 46" X 39.4" TIE BAR CLEARANCE, 63" MAX OPENING STROKE, STAINLESS STEEL HOPPER FEEDER, S/N 45973 (NOT IN SERVICE)		
		SPALTEC	1999	3-1209-5	N/A	SPALTEC (1999) 3-1209-5 DIGITAL WATER TEMPERATURE CONTROLLER, S/N N/A		
2-22	M-23	SPALTEC	2001	D-1209-5	01-12-1483	SPALTEC (2001) D-1209-5 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 01-12-1483		
		BORCHE	2020	BU1650	1309T002	BORCHE (2020) BU1650 1,650 TON CAPACITY HORIZONTAL TWO-PLATTEN SERVO-HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 265 OZ SHOT, 82.68" X 78.74" PLATTENS, 62.20" X 58.27" TIE BAR CLEARANCE, 125.98" MAX DAYLIGHT OPENING, 98.43" MAX OPENING STROKE, 584 HP, STAINLESS STEEL HOPPER FEEDER, S/N 1309T002		
		TOPSTAR	2021	240-206-TG-P-371	10100034271	TOPSTAR (2021) 240-206-TG-P-371 PICK & PLACE 3-AXIS SERVO-DRIVEN UNLOADING ROBOT, S/N 10100034271		
		ADVANTAGE	2010	SK-1090LEZ-51E1	116555	ADVANTAGE (2010) SK-1090LEZ-51E1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 116555		
		ADVANTAGE	2010	SK-1090LEZ-51E1	116558	ADVANTAGE (2010) SK-1090LEZ-51E1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 116558		
		MOLD MASTERS	N/A	M2P	M2P-20140778	MOLD MASTERS M2P 12-ZONE DIGITAL DIE HEAT CONTROLLER, S/N M2P-20140778		
2-23	M-24	LIEN FA	2018	LF 737HB	HB107737012	LIEN FA (2018) LF 737HB 700 TON CAPACITY HORIZONTAL HYBRID PLASTIC INJECTION MOLDING MACHINE WITH LIEN FA Keba CNC CONTROL, 80 OZ SHOT, 50" X 50" PLATTENS, 35.6" TIE BAR CLEARANCE, 61" MAX DAYLIGHT OPENING, 37.5" MAX OPENING STROKE, 135 HP, NOVATEC STAINLESS STEEL HOPPER FEEDER, S/N HB107737012		
		YUSHIN	2013	RCII-400S-22-13	4100361001	YUSHIN (2013) RCII-400S-22-13 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N 4100361001		
		YUDO	N/A	TW 600	N/A	YUDO TW 600 2-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
		ADVANTAGE	2019	SK-1035G	167085	ADVANTAGE (2019) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 167085		
		ADVANTAGE	2019	SK-1035G	167086	ADVANTAGE (2019) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 167086		
2-24	M-25	BORCHE	2018	BU600	1312R006	BORCHE (2018) BU600 600 TON CAPACITY HORIZONTAL TWO-PLATTEN SERVO-HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 80 OZ SHOT, 47.64" X 47.64" PLATTENS, 35.83" TIE BAR CLEARANCE, 68.90" MAX DAYLIGHT OPENING, 57.09" MAX OPENING STROKE, 143 HP, STAINLESS STEEL HOPPER FEEDER, S/N 1312R006		
		TOPSTAR	2021	130-150-130-P-25TR	10100033919	TOPSTAR (2021) 130-150-130-P-25TR PICK & PLACE 3-AXIS SERVO-DRIVEN UNLOADING ROBOT, S/N 10100033919		
		ADVANTAGE	2020	SK-1035G	177845	ADVANTAGE (2020) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 177845		
		ADVANTAGE	2008	SK-1045-HEP-21D1	108368	ADVANTAGE (2008) SK-1045-HEP-21D1 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 108368		
2-25	M-26	BORCHE	2018	BU600	1312Q021	BORCHE (2018) BU600 600 TON CAPACITY HORIZONTAL TWO-PLATTEN SERVO-HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH BORCHE CNC CONTROL, 80 OZ SHOT, 47.64" X 47.64" PLATTENS, 35.83" TIE BAR CLEARANCE, 68.90" MAX DAYLIGHT OPENING, 57.09" MAX OPENING STROKE, 143 HP, PPE STAINLESS STEEL HOPPER FEEDER, S/N 1312Q021		
		TOPSTAR	2021	130-150-130-P-25TR	10100033967	TOPSTAR (2021) 130-150-130-P-25TR PICK & PLACE 3-AXIS SERVO-DRIVEN UNLOADING ROBOT, S/N 10100033967		
		ADVANTAGE	2020	SK-1035G	177843	ADVANTAGE (2020) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 177843		
		ADVANTAGE	2020	SK-1035G	177844	ADVANTAGE (2020) SK-1035G DIGITAL WATER TEMPERATURE CONTROLLER, S/N 177844		
		D-M-E	N/A	MFP82G	FC-X1960	D-M-E MFP82G 12-ZONE DIGITAL DIE HEAT CONTROLLER, S/N FC-X1960		

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
2-26	M-27	ENGEL	2006	TG2550/500US	163304	ENGEL (2006) TG2550/500US 500 TON CAPACITY HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 50.5 OZ SHOT, 48.8" X 47.24" PLATTENS, 34.65" X 33.07" TIE BAR CLEARANCE, 61.4" MAX DAYLIGHT OPENING, 27.5" MAX OPENING STROKE, PPE STAINLESS STEEL HOPPER FEEDER, S/N 163304		
		WHITTMANN	2005	W621	W621-5451	WHITTMANN (2005) W621 PICK & PLACE UNLOADING ROBOT WITH TEACH PENDANT CONTROL, S/N W621-5451		
		AEC	N/A	TCU100	31E5538	AEC TCU100 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 31E5538		
		PETS	N/A	N/A	N/A	PETS 8-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
2-27	M-28	ENGEL	2005	TG2550/500US	157763	ENGEL (2005) TG2550/500US 500 TON CAPACITY HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 50.5 OZ SHOT, 48.8" X 47.24" PLATTENS, 34.65" X 33.07" TIE BAR CLEARANCE, 61.4" MAX DAYLIGHT OPENING, 27.5" MAX OPENING STROKE, HAMILTON STAINLESS STEEL HOPPER FEEDER, S/N 157763		
		D-M-E	N/A	N/A	N/A	D-M-E 4-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
		YUDO	N/A	TW 600	N/A	YUDO TW 600 4-ZONE DIGITAL DIE HEAT CONTROLLER, S/N N/A		
		SPALTEC	2003	D-1209-5	03-01-1598	SPALTEC (2003) D-1209-5 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 03-01-1598		
		SPALTEC	1999	D-1209-5	99-05-1197	SPALTEC (1999) D-1209-5 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 99-05-1197		
2-28	M-29	ENGEL	1993	ES 1300/300	6069-300-93	ENGEL (1993) ES 1300/300 300 TON CAPACITY HYDRAULIC PLASTIC INJECTION MOLDING MACHINE WITH ENGEL CNC CONTROL, 33.7 OZ SHOT, 35.82" X 35.82" PLATTENS, 25" TIE BAR CLEARANCE, 49.6" MAX DAYLIGHT OPENING, 23.6" MAX OPENING STROKE, HAMILTON MAGUIRE STAINLESS STEEL HOPPER BLENDER, S/N 6069-300-93		
		ACETRONIC	2019	MF-12Z	GS1739C	ACETRONIC (2019) MF-12Z 12-ZONE DIGITAL DIE HEAT CONTROLLER, S/N GS1739C		
		SPALTEC	1994	D-1209-5	94-08-210	SPALTEC (1994) D-1209-5 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 94-08-210		
		SPALTEC	1994	D-1209-5	94-11-273	SPALTEC (1994) D-1209-5 DIGITAL WATER TEMPERATURE CONTROLLER, S/N 94-11-273		
2-29	CRANES	KONE CRANES	2021	30 TON	CA12189421	KONE CRANES (2021) 30 TON CAPACITY DOUBLE GIRDER TOP-RUNNING OVERHEAD BRIDGE CRANE WITH KONE CRANES 30 TON CAPACITY MAIN HOIST, KONE CRANES 15 TON CAPACITY AUXILIARY HOIST, APPROX. 78.5' SPAN, 29' HEIGHT UNDER THE HOOK, WIRELESS RADIO PENDANT CONTROL, S/N CA12189421 (CRANE RAILS NOT INCLUDED)		
2-30	FACTORY EQUIPMENT	INGERSOLL RAND	N/A	IRN30H-TAS-HV	CBV121115	INGERSOLL RAND IRN30H-TAS-HV 30 HP ROTARY SCREW-TYPE AIR COMPRESSOR WITH N/A HOURS RECORDED ON METER, S/N CBV121115 (NOT IN SERVICE - DISMANTLED)		
	FACTORY EQUIPMENT	INGERSOLL RAND	N/A	IRN30H-TAS-HV	N/A	INGERSOLL RAND IRN30H-TAS-HV 30 HP ROTARY SCREW-TYPE AIR COMPRESSOR WITH N/A HOURS RECORDED ON METER, S/N N/A (NOT IN SERVICE)		
	FACTORY EQUIPMENT	GARDNER DENVER	2003	EBE99N	S146430	GARDNER DENVER (2003) EBE99N 20 HP ROTARY SCREW-TYPE AIR COMPRESSOR, S/N S146430 (NOT IN SERVICE)		
2-31	SUPPORT EQUIPMENT	CPM	1995	RH-43 ACHIEVER REBEL SERIES	R11-258	CPM (1995) RH-43 ACHIEVER REBEL SERIES 100 LB CAPACITY STAND-ALONE DESSICANT-TYPE DRYER WITH ALLEN-BRADLEY RETROFIT TOUCHSCREEN PLC CONTROL, (4) 20 LB CAPACITY HOPPERS, 17 KW CAPACITY, S/N R11-258		
2-32	SUPPORT EQUIPMENT	NOVATEC	2021	ND-25G	126939-3746	NOVATEC (2021) ND-25G 25 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 126939-3746		
2-33	SUPPORT EQUIPMENT	NOVATEC	2021	ND-25G	126077-3733	NOVATEC (2021) ND-25G 25 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 126077-3733		
2-34	SUPPORT EQUIPMENT	MAGUIRE	2022	ULTRA-150	113987	MAGUIRE (2022) ULTRA-150 115 LB CAPACITY HIGH EFFICIENCY VACUUM DRYER WITH TOUCHSCREEN PLC CONTROL, HOPPER FEEDER, S/N 113987		
2-35	SUPPORT EQUIPMENT	MAGUIRE	2022	ULTRA-300	UT113984	MAGUIRE (2022) ULTRA-300 230 LB CAPACITY HIGH EFFICIENCY VACUUM DRYER WITH TOUCHSCREEN PLC CONTROL, HOPPER FEEDER, S/N UT113984		
2-36	SUPPORT EQUIPMENT	NOVATEC	2020	ND-25	121095-3682	NOVATEC (2020) ND-25 25 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 121095-3682		
2-37	SUPPORT EQUIPMENT	NOVATEC	2013	NDB-50	46040-7042	NOVATEC (2013) NDB-50 50 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 46040-7042		
2-38	SUPPORT EQUIPMENT	HAMILTON BRYAIR	N/A	RD-100	9304112315	HAMILTON BRYAIR RD-100 100 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 9304112315		
2-39	SUPPORT EQUIPMENT	AEC NOMAD	N/A	PD30/3.0DP	36J1324	AEC NOMAD PD30/3.0DP PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, TWIN HOPPERS, S/N 36J1324		
2-40	SUPPORT EQUIPMENT	CONAIR	N/A	RWH-24	240864	CONAIR RWH-24 100 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 240864		
2-41	SUPPORT EQUIPMENT	AEC WHITLOCK	N/A	WD100	33G0316	AEC WHITLOCK WD100 HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 33G0316		
2-42	SUPPORT EQUIPMENT	CONAIR FRANKLIN	N/A	SC-30	30186	CONAIR FRANKLIN SC-30 30 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 30186		
	SUPPORT EQUIPMENT	CONAIR FRANKLIN	N/A	SC-30	17173	CONAIR FRANKLIN SC-30 30 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 17173		
2-43	SUPPORT EQUIPMENT	CONAIR	N/A	RWH-18	245202	CONAIR RWH-18 50 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 245202		
	SUPPORT EQUIPMENT	CONAIR HAMILTON	N/A	SC-30	22020	CONAIR HAMILTON SC-30 30 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, CYCLONIC-TYPE HOPPER FEEDER, S/N 22020		
2-44	SUPPORT EQUIPMENT	DRI-AIR INDUSTRIES	N/A	HP4-X 300FM	D16066	DRI-AIR INDUSTRIES HP4-X 300FM PORTABLE DESSICANT DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N D16066		
	SUPPORT EQUIPMENT	DRI-AIR INDUSTRIES	N/A	RH300	N/A	DRI-AIR INDUSTRIES RH300 300 LB CAPACITY PORTABLE DRYER HOPPER, S/N N/A		
2-45	SUPPORT EQUIPMENT	AEC WHITLOCK	N/A	WD50MR	33E0475	AEC WHITLOCK WD50MR 50 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 33E0475		
	SUPPORT EQUIPMENT	AEC WHITLOCK	N/A	WD50MR	00A1196	AEC WHITLOCK WD50MR 50 LB CAPACITY HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 00A1196		
2-46	SUPPORT EQUIPMENT	MAGUIRE	N/A	MPILPD-22	110861	MAGUIRE MPILPD-22 100 LB CAPACITY LOW PRESSURE VACUUM DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 110861		
	SUPPORT EQUIPMENT	MAGUIRE	N/A	LPDISC5	111159	MAGUIRE LPD1-SC5 100 LB CAPACITY LOW PRESSURE VACUUM DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 111159		

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lesser (if applicable)	BID AMOUNT (\$)
2-47	SUPPORT EQUIPMENT	MILACRON	N/A	56493L02P70	299974	MILACRON 56493L02P70 600 LB CAPACITY PORTABLE RESIN HOPPER WITH CYCLONIC BLOWER, S/N 299974		
	SUPPORT EQUIPMENT	MILACRON	N/A	MDCW200	A3300AA010194	MILACRON MDCW200 HOT AIR DRYER WITH DIGITAL PROGRAMMABLE MICROPROCESSOR CONTROL, S/N A3300AA010194		
2-48	FACTORY EQUIPMENT	ZEKS	N/A	125HSGA100	213211-M203	ZEKS 125HSGA100 REFRIGERATED AIR DRYER, S/N 213211-M203		
2-49	SUPPORT EQUIPMENT	MODITEC	2002	G3S ACP	4695	MODITEC (2002) G3S ACP PORTABLE SCRAP GRANULATOR, S/N 4695		
2-50	SUPPORT EQUIPMENT	NOVATEC	2019	600#HPR	110987-14612	NOVATEC (2019) 600#HPR PORTABLE FLOOR-TYPE RESIN HOPPER WITH CYCLONIC TRANSPORT BLOWER, S/N 110987-14612		
2-51	SUPPORT EQUIPMENT	UNA-DYN	N/A	UDC-36	108074-01-029	UNA-DYN UDC-36 200 LB CAPACITY PORTABLE HOT AIR DRYER WITH DIGITAL MICROPROCESSOR CONTROL, S/N 108074-01-029		
2-52	SUPPORT EQUIPMENT	MODITEC	2004	025AC	5346	MODITEC (2004) 025AC PORTABLE SCRAP GRANULATOR, S/N 5346 (NOT IN SERVICE - IN STORAGE)		
	SUPPORT EQUIPMENT	MODITEC	N/A	GT9SACP	3898	MODITEC GT9SACP PORTABLE SCRAP GRANULATOR, S/N 3898		
	SUPPORT EQUIPMENT	MODITEC	N/A	G2S ACP	4036	MODITEC G2S ACP PORTABLE SCRAP GRANULATOR, S/N 4036		
2-53	SUPPORT EQUIPMENT	MOLD-TEK	N/A	GK-3020K	100697	MOLD-TEK GK-3020K RAPID PORTABLE SCRAP GRANULATOR, S/N 100697		
	SUPPORT EQUIPMENT	MOLD-TEK	N/A	HD1 FOREMOST	16173	MOLD-TEK HD1 FOREMOST PORTABLE SCRAP GRANULATOR, S/N 16173		
2-54	SUPPORT EQUIPMENT	CONAIR	N/A	N/A	N/A	CONAIR PORTABLE SCRAP GRANULATOR, S/N N/A (NOT IN SERVICE - IN STORAGE)		
	SUPPORT EQUIPMENT	SILENATOR	N/A	DOUBLE-ANGLE CUT	N/A	SILENATOR DOUBLE-ANGLE CUT PORTABLE SCRAP GRANULATOR, S/N N/A (NOT IN SERVICE - IN STORAGE)		
	SUPPORT EQUIPMENT	CUMBERLAND	N/A	N/A	39745-1619	CUMBERLAND PORTABLE SCRAP GRANULATOR, S/N 39745-1619		
2-55	SUPPORT EQUIPMENT	AEC NELMOR	N/A	G810P1	97E00455	AEC NELMOR G810P1 PORTABLE SCRAP GRANULATOR, S/N 97E00455		
	SUPPORT EQUIPMENT	AEC NELMOR	N/A	G1012P1	97E00456	AEC NELMOR G1012P1 PORTABLE SCRAP GRANULATOR, S/N 97E00456		
	SUPPORT EQUIPMENT	AEC NELMOR	N/A	G810FX	99103027	AEC NELMOR G810FX PORTABLE SCRAP GRANULATOR, S/N 99103027		
	SUPPORT EQUIPMENT	AEC NELMOR	N/A	G1220P1	99C02510	AEC NELMOR G1220P1 PORTABLE SCRAP GRANULATOR, S/N 99C02510		
2-56	ROLLING STOCK	BLUE GIANT	N/A	PFF-57	16016	BLUE GIANT PFF-57 ELECTRIC DIE LIFTER WITH 1,500 LB CAPACITY, S/N 16016		
2-57	TOOL & DIE	FIRST	2013	LC 1-1/2VS	20131910	FIRST (2013) LC 1-1/2VS VERTICAL TURRET MILLING MACHINE WITH 9" X 42" TABLE, SPEEDS TO 4,500 RPM INFINITELY VARIABLE, R8 SPINDLE COLLET, HEIDENHAIN 2-AXIS DRO, S/N 20131910		
	TOOL & DIE	FIRST	2013	LC 1-1/2VS	20131911	FIRST (2013) LC 1-1/2VS VERTICAL TURRET MILLING MACHINE WITH 9" X 42" TABLE, SPEEDS TO 4,500 RPM INFINITELY VARIABLE, CUSTOM PNEUMATIC CLAMPING FIXTURE, R8 SPINDLE COLLET, HEIDENHAIN 3-AXIS DRO, S/N 20131911		
	TOOL & DIE	FIRST	N/A	LC 1-1/2VS	70510819	FIRST LC 1-1/2VS VERTICAL TURRET MILLING MACHINE WITH 9" X 42" TABLE, SPEEDS TO 4,500 RPM INFINITELY VARIABLE, CUSTOM CLAMPING FIXTURE, R8 SPINDLE COLLET, TAPMATIC REVERSIBLE TAPPING HEAD, DYNAMICS 2-AXIS DRO, S/N 70510819		
2-58	TOOL & DIE	COLCHESTER	N/A	MASCOT 1600	N/A	COLCHESTER MASCOT 1600 GAP BED ENGINE LATHE WITH 17" SWING, 40" BETWEEN CENTERS, SPEEDS TO 1,600 RPM, 12" 3-JAW CHUCK, CHUCK GUARD, COOLANT, IN/MM THREADING, S/N N/A		
	TOOL & DIE	COLCHESTER	N/A	CHIP MASTER	N/A	COLCHESTER CHIP MASTER TOOL ROOM LATHE WITH 5" SWING, 20" BETWEEN CENTERS, 4" 3-JAW CHUCK, SPEEDS TO 3,000 RPM, IN/MM THREADING, S/N N/A		
2-59	TOOL & DIE	IMA	N/A	IG30-8	12525	IMA IG30-8 HEAVY DUTY FLOOR-TYPE GEAR HEAD DRILL WITH SPEEDS TO 2,340 RPM, S/N 12525		
2-60	TOOL & DIE	TRINCO	N/A	42X24SL/BP	32785-5	TRINCO 42X24SL/BP DOWNDRAFT-TYPE SANDBLAST CABINET WITH MEDIA RECOVERY, S/N 32785-5		
	TOOL & DIE	TRINCO	N/A	27X31	50011	TRINCO 27X31 DOWNDRAFT-TYPE SANDBLAST CABINET WITH MEDIA RECOVERY, S/N 50011		
2-61	TOOL & DIE	CHEVALIER	N/A	FSG-618M	FA-31-3702	CHEVALIER FSG-618M SURFACE GRINDER WITH 6" X 18" MAGNETIC CHUCK, 8" WHEEL, INCREMENTAL DOWNFEED, S/N FA-31-3702		
2-62	TOOL & DIE	SAMONA	N/A	80208	N/A	SAMONA 80208 20" HEAVY DUTY FLOOR-TYPE DRILL PRESS WITH 12" X 12" TABLE, S/N N/A		
	TOOL & DIE	SAMONA	N/A	80208	N/A	SAMONA 80208 20" HEAVY DUTY FLOOR-TYPE DRILL PRESS WITH 12" X 12" TABLE, S/N N/A		
2-63	TOOL & DIE	DOALL	N/A	C-916S	503-94464	DOALL C-916S HORIZONTAL BANDSAW WITH 9" X 16" CAPACITY, MANUAL VISE, COOLANT, S/N 503-94464		
	TOOL & DIE	DOALL	N/A	N/A	N/A	DOALL COMBINATION 6" BELT & 14" DISC SANDER, S/N N/A		
2-64	TOOL & DIE	CANNOX	N/A	C-SW250	KH470106	CANNOX C-SW250 ARC/TIG WELDER WITH CABLES AND GUNS, S/N KH470106		
	TOOL & DIE	SAFETY-KLEEN	N/A	N/A	N/A	SAFETY-KLEEN STAINLESS STEEL PARTS WASHER, S/N N/A		
	TOOL & DIE	D-M-E	N/A	N/A	223	D-M-E TWIN-SPINDLE TOOL AND CUTTER GRINDER, S/N 0223		
	TOOL & DIE	DECKEL	N/A	SO/70	12849	DECKEL SO/70 BENCH-TYPE PRECISION TOOL AND CUTTER GRINDER, S/N 12849		
	TOOL & DIE	BUSY BEE	N/A	N/A	N/A	BUSY BEE 1" VERTICAL BELT SANDER, S/N N/A		
	TOOL & DIE	BALDOR	N/A	N/A	N/A	BALDOR HEAVY DUTY FLOOR-TYPE ABRASIVE CUT OFF SAW, S/N N/A		
	TOOL & DIE	HESKA	N/A	KOMPASS	N/A	HESKA KOMPASS VERTICAL BANDSAW WITH 10" X 16" CAPACITY, BLADE WELDER/GRINDER, S/N N/A		
	TOOL & DIE	E-R MAIER	N/A	KM1012	122303	E-R MAIER KM1012 10" CAPACITY ROLL-IN TYPE VERTICAL BANDSAW, S/N 122303		
	TOOL & DIE	PORTER CABLE	2016	N/A	N/A	PORTER CABLE (2016) 10" VERTICAL BANDSAW, S/N N/A		
	TOOL & DIE	CRAFTSMAN	N/A	10"	N/A	CRAFTSMAN 10" BENCH-TYPE RADIAL ARM SAW, S/N N/A		
	TOOL & DIE	CAROLINA	N/A	CPB5500	53885	CAROLINA CPB5500 55 TON CAPACITY H-FRAME HYDRAULIC SHOP PRESS, S/N 53885		
2-65	FACTORY EQUIPMENT	ADVANTAGE	2020	TTK1500-3P-FF	176854	ADVANTAGE (2020) TTK1500-3P-FF WATER CHILLER SYSTEM WITH ADVANTAGE CHECKMATE LE SERIES DIGITAL MICROPROCESSOR CONTROL CONSISTING OF (3) BALDOR 30 HP CENTRIFUGAL PUMPS, ADVANTAGE TOUGH TANK BUFFER TANK, MILLER-LEAMAN STAINLESS STEEL CARTRIDGE-TYPE FILTRATION UNIT, (2) OUTDOOR RACK-MOUNTED CHILLER TOWERS, ADVANTAGE MAXIMUM 2000 LE STAINLESS STEEL CHILLER, VALVES, PIPES AND INSTRUMENTS, S/N 176854		
2-66	FACTORY EQUIPMENT	OHAUS	N/A	DEFENDER 3000 XTREME W	N/A	OHAUS DEFENDER 3000 XTREME W FLOOR-TYPE PLATFORM SCALE WITH 2,500 KG X 0.5 KG CAPACITY, 48" X 48" PLATFORM, S/N N/A		
	FACTORY EQUIPMENT	OHAUS	N/A	DEFENDER 3000 XTREME W	N/A	OHAUS DEFENDER 3000 XTREME W FLOOR-TYPE PLATFORM SCALE WITH 2,500 KG X 0.5 KG CAPACITY, 48" X 48" PLATFORM, S/N N/A		
2-67	SUPPORT EQUIPMENT	CONAIR FRANKLIN	N/A	GB SERIES	N/A	CONAIR FRANKLIN GB SERIES 4-HOPPER GRAVIMETRIC BATCH BLENDER WITH DIGITAL MICROPROCESSOR CONTROL, DIGITAL WEIGH SCALE, CYCLONIC TRANSPORT BLOWER AND STAND, S/N N/A		
2-68	FACTORY EQUIPMENT	QAIR	1997	E.P.P.1200	97-0610	QAIR (1997) E.P.P.1200 1 HP SNORKEL-TYPE WELDING FUME EXTRACTOR, S/N 97-0610		
2-69	FACTORY EQUIPMENT	CN-TECH	2022	MH-FG-2000 A	WR2203272	CN-TECH (2022) MH-FG-2000 A AUTOMATIC ROTARY-TYPE PALLET WRAPPER WITH DIGITAL MICROPROCESSOR CONTROL, 48" DIA PLATFORM, S/N WR2203272		
2-70	QUALITY	VARIOUS	N/A	VARIOUS	N/A	LOT/ CONTENTS OF QC LAB INCLUDING BUT NOT LIMITED TO IMADA DIGITAL TENSILE TESTER, OHAUS DIGITAL BALANCE SCALES, KSL MOISTURE ANALYZERS, NIKON INSPECTION MICROSCOPE, MICROVIEW H14 OPTICAL COMPARATOR, JUDGE QC X-RITE LIGHT INSPECTION BOOTH, HEIGHT GAUGES, CALIPERS & INSPECTION EQUIPMENT		
	QUALITY	MITUTOYO	N/A	BHN305	9103008	MITUTOYO BHN305 COORDINATE MEASURING MACHINE WITH MITUTOYO CMMC-35 CONTROLLER, RENISHAW PH8 TOUCH PROBE WITH STYLUS, PC WITH PRINTER, S/N 9103008		
2-71	ROLLING STOCK	SKYJACK	1997	SJII 3220	604844	SKYJACK (1997) SJII 3220 ELECTRIC SCISSOR LIFT WITH 500 LB CAPACITY, 20' MAX VERTICAL REACH, S/N 604844		

LOT #	Class	Manufacturer	Year	Model #	Serial #	Complete Description	Lessor (if applicable)	BID AMOUNT (\$)
2-72	ROLLING STOCK	ADVANTAGE	N/A	ADVENDER	N/A	ADVANTAGE ADVENDER RIDE-ON TYPE ELECTRIC FLOOR SCRUBBER WITH N/A HOURS RECORDED ON METER, S/N N/A		
2-73	SUPPORT EQUIPMENT	BRANSON	N/A	N/A	N/A	BRANSON HEAVY DUTY BENCH-TYPE ULTRASONIC WELDER WITH PMA SE-99 CUSTOM SOUND ENCLOSURE, S/N N/A		
2-74	SUPPORT EQUIPMENT	DUKANE	N/A	ULTRA 210	N/A	DUKANE ULTRA 210 HEAVY DUTY BENCH-TYPE ULTRASONIC WELDER WITH CUSTOM SOUND ENCLOSURE, S/N N/A		
2-75	SUPPORT EQUIPMENT	NORDSON	N/A	DURABLU 4	NC18J43159	NORDSON DURABLU 4 DIGITAL BENCH-TYPE HOT GLUE MELTING SYSTEM WITH DIGITAL MICROPROCESSOR CONTROL, H/G GUN, S/N NC18J43159		
2-76	ADDITIONAL ASSETS	VARIOUS	N/A	VARIOUS	N/A	LOT/ CONTENTS OF FRONT OFFICE INCLUDING BUT NOT LIMITED TO FURNITURE, LUNCHROOM AREA WITH APPLIANCES, ETC.		
2-77	ADDITIONAL ASSETS	VARIOUS	N/A	VARIOUS	N/A	LOT CONSISTING OF OHAUS DIGITAL BENCH SCALES; OPERATOR STATIONS WITH TABLES & CHAIRS; BALANCE OF PICKUP ON MEZZANINE INCLUDING BUT NOT LIMITED TO HIGH-BOY CABINETS WITH TOOLS & SUPPLIES, ADJUSTABLE SHELVING WITH CONTENTS, DRILL PRESSES, SPIRAL HM MANUAL HEAT INSERT DRIVER; CABINET WITH PERISHABLE TOOLING INCLUDING DRILLS, TAPS, REAMERS, CUTTERS & CLAMPING, WORK BENCHES, OPERATOR DESK WITH COMPUTER & LABEL PRINTER; PRODUCTION SUPPORT EQUIPMENT THROUGHOUT PLANT INCLUDING POWERED BELT CONVEYORS, SAFETY CAGE ENCLOSURES & SHOP CARTS; RIGGING & LIFTING SUPPLIES; FIREPROOF CABINETS; EMPLOYEE LUNCHROOM AREA WITH FIXTURES, APPLIANCES & LOCKERS; BALANCE OF TOOL & DIE SHOP CONSISTING OF SURPLUS MACHINERY & EQUIPMENT, TRANSFORMERS, WIRE, RACKS WITH MATERIAL, ETC.; ULINE H1679 5,000 LB CAPACITY HYDRAULIC PALLET TRUCKS WITH BUILT-IN DIGITAL WEIGH SCALES; 2 TON CAPACITY WALL-MOUNTED JIB ARMS (NO HOISTS); HYDRAULIC PALLET TRUCKS; (120) SECTIONS OF HIGH-BAY ADJUSTABLE PALLET RACKING; SHIPPING & RECEIVING DESK WITH COMPUTER & SUPPLIES;		

Located at 4350 Industrial Drive, Windsor, ON N9C 3R8

Class	Manufacturer	Year	Model #	Serial #
1000T CLASSIC	HPM	1990	HPM1000-MK-II-WP-160-SPCL	91030
	MOLD MASTERS	N/A	TEMPMASTER	M2-16378247
	ADVANTAGE	N/A	SK-1680LF	N/A
	ADVANTAGE	N/A	SK-1680LF	N/A
505T	CINCINNATI MILACRON	N/A	ELEKTRO N 500	WA401DA010004
	MOLD MASTERS	N/A	TEMPMASTER	N/A
	MOKON	2017	DF5009AF	7017091
	MOKON	2017	DF5009AF	7017092
700/80T	HPM	N/A	700/80T	91028
	MILACRON	N/A	CC CONTROLER	M2-16373355
	ADVANTAGE	2020	SK-1035G	176585
	ADVANTAGE	2020	SK-1035G	176487

APPENDIX F

In the matter of the Receivership of Injection Technologies Inc., Moldco Plastics Inc., and Moldco Holdings Inc.
Statement of Receipts and Disbursements
For the period May 26, 2023 to July 31, 2023

	Injection Technologies Inc.		Moldco Plastics Inc.		Moldco Holdings Inc.		Combined	
	Cdn \$ Account	US \$ Account	Cdn \$ Account	US \$ Account	Cdn \$ Account	US \$ Account	Cdn \$ Account	US \$ Account
Receipts (000's)								
Collection of opening accounts receivable	1,870	403	504	232	-	-	2,374	634
Collection from new sales	1,381	169	346	61	-	-	1,727	230
HST collected (Note 1)	162	9	46	2	-	-	208	12
Transfers between Receivership trust accounts	(117)	207	117	(207)	-	-	-	-
Interest & other cash receipts	32	-	-	-	-	-	32	-
Total receipts (Note 2)	3,328	788	1,013	88	-	-	4,341	876
Disbursements (000's)								
Payroll and related benefits	807	-	333	-	-	-	1,140	-
Raw materials purchases	110	723	41	6	-	-	151	729
Tooling expenses	36	-	-	10	-	-	36	10
Freight	24	-	-	-	-	-	24	-
Rent	239	-	-	-	-	-	239	-
Security	30	-	1	-	-	-	31	-
Utilities	21	-	-	-	-	-	21	-
Repairs & maintenance	9	-	4	-	-	-	13	-
Insurance	58	-	-	-	-	-	58	-
Other operating costs	25	2	14	-	-	-	39	2
Total disbursements (Note 3)	1,359	725	393	16	-	-	1,752	741
Ending cash balance	1,969	63	620	72	-	-	2,588	135

Notes:

- (1) Amount does not reflect all HST collected on sales and accounts receivable collections. The Receiver continues to review HST collected which will be updated in subsequent reports.
- (2) Excludes bid deposits from purchasers in respect of the Sale Process.
- (3) Disbursements are inclusive of HST paid.
- (4) Totals may not add due to rounding of the underlying numbers.

THE TORONTO-DOMINION BANK	-and-	INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS INC.
Applicant		Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

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

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Court-appointed Receiver

THE TORONTO-DOMINION BANK

v.

INJECTION TECHNOLOGIES INC., et al.

Applicant

Respondents

Court File No. CV-23-00699663-00CL

**ONTARIO
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FIRST REPORT OF THE RECEIVER

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THE TORONTO-DOMINION BANK

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INJECTION TECHNOLOGIES INC., et al.

Applicant

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