

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

**MOTION RECORD
(Returnable November 23, 2022)**

November 14, 2022

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TO: SERVICE LIST

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

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

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

**SERVICE LIST
(as at November 14, 2022)**

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Respondents

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TAB 1

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

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

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PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

**APPLICATION UNDER
Subsection 243(1) of the Bankruptcy And Insolvency Act, R.S.C. 1985, c. B-3, as amended,
and Section 101 of the Courts Of Justice Act, R.S.O. 1990, c. C.43, as amended**

**NOTICE OF MOTION
(returnable November 23, 2022)**

Albert Gelman Inc. (“AGI”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the assets, undertakings and property of each of Cutting Edge Precision Services ULC (“**CEPS**”), Proper Windsor Holdings ULC (“**PWH**”) and SGM Real Estate Holdings ULC (“**SGM**” and collectively with CEPS and PWH, the “**Receivership Respondents**”), including the real property owned by SGM and known municipally as 3230 Moynahan Street, Oldcastle, Ontario (the “**Real Property**”), and all the assets held in trust or required to be held in trust by or for any of the Receivership Respondents, or by their lawyers, agents or any other person, and all proceeds thereof (together with the Real Property, the “**Property**”), will make a motion to a Judge of the Ontario Superior Court of Justice

(Commercial List) (the “**Court**”) on the 23rd day of November 2022 at 9:30 AM, or as soon after that time as the motion can be heard, via a Zoom link to be provided by the Court.

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

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

THE MOTION IS FOR:

1. An order (the “**DezielCo Approval and Vesting Order**”), substantially in the form included in the Motion Record at Tab 2,
 - (a) approving the sale of the Real Property, legally described as PT LT 12 CON 7 SANDWICH EAST PT 1 & 2 12R3585; S/T R694390; TECUMSEH in PIN 75234-0119 (LT), as contemplated by the agreement of purchase and sale dated November 4, 2022 (the “**APS**”) between the Receiver, Arlen Tool Co. Ltd. (“**Arlen**”) and 3305 Deziel Inc. (“**DezielCo**”, and collectively with Arlen, the “**Purchasers**”), and authorizing the Receiver to complete the transaction contemplated thereby (the “**DezielCo Transaction**”);
 - (b) upon execution and delivery of a certificate by the Receiver containing confirmation of the closing of the DezielCo Transaction, vesting in DezielCo all rights, title and interest in the Real Property;

2. An order (the “**Arlen Approval and Vesting Order**”), substantially in the form included in the Motion Record at Tab 4,

- (a) approving the sale of all of the assets of Cutting Edge Precision Services ULC (the “**CEPS Assets**” and together with the Real Property, the “**Purchased Assets**”), as contemplated by the APS, and authorizing the Receiver to complete the transaction contemplated thereby (the “**Arlen Transaction**”);
- (b) upon execution and delivery of a certificate by the Receiver containing confirmation of the closing of the Arlen Transaction, vesting in Arlen all rights, title and interest in the CEPS Assets;

3. An order (the “**Ancillary Order**”), substantially in the form included in the Motion Record at Tab 6, approving, *inter alia*:

- (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;
- (b) the First Report of the Receiver to the Court dated November 14, 2022 (the “**First Report**”) and the activities of the Receiver and its counsel set out therein;
- (c) the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP (“**A&B**”), to and including November 9, 2022;
- (d) the Receiver, after payment of the aforementioned fees and disbursements, repaying the totality of any advances made by TD Bank under the Receiver’s Borrowings Charge (as defined in the Receivership Order), and making

distributions to each of The Toronto-Dominion Bank (“**TD Bank**”), Business Development Bank of Canada (“**BDC**”) and CWB National Leasing Inc. (“**CWB**”) and collectively with TD Bank and BDC, the “**Secured Parties**”), in each case, on account of the Receivership Respondents’ secured indebtedness owing to each of the Secured Parties for principal, interest and costs; and

- (e) the Receiver making a distribution to Canada Revenue Agency (the “**CRA**”) on account of accrued and unpaid HST; and

4. Such further and other relief as counsel may request and this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

BACKGROUND

- (a) On October 21, 2022, upon application by TD Bank pursuant to ss. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and s. 101 of the *Courts of Justice Act*, R.S.O. c. C.43, as amended, AGI was appointed Receiver over the Property of the Receivership Respondents by Order of this Court (the “**Receivership Order**”);
- (b) CEPS operates from the Real Property, which it leases from SGM, and carries on business as a manufacturer of tooling moulds and dies as well as providing sub-contract machining services. It is a wholly-owned subsidiary of PWH;
- (c) PWH is a holding company and its only material assets is its 100% ownership interest in CEPS;

- (d) SGM is a holding company that is the registered owner of the Real Property, and holds no other material assets;
- (e) The Receivership Respondents are indirect subsidiaries of Proper Group International LLC (“**Proper Group**”), a group of companies headquartered in Warren, Michigan. In February 2022, Proper Group retained an investment bank to assist with conducting a sales process and marketing Proper Group’s U.S. and Canadian businesses (the “**Proper Group Sales Process**”). As a result of the Proper Group Sales Process, Proper Group entered into a letter of intent with a buyer in July 2022. However, the buyer had walked away from the proposed sale transaction by September;
- (f) Following Proper Group Sales Process, the shareholders of CEPS began marketing CEPS on a standalone basis (the “**CEPS Sales Process**”). During this time, the Receiver was appointed. The CEPS Sales Process interested the Purchasers who, after negotiations with the Receiver, made an offer to purchase the Purchased Assets (the “**Arlen Offer**”). There have been no other offers to purchase any of the Property to date;
- (g) TD Bank and the BDC hold the largest secured interests as against the Receivership Respondents. Pursuant to a priority agreement between CEPS, TD Bank and BDC, dated January 30, 2015, BDC subordinated its security in favour of TD Bank’s security over CEPS’s inventory, accounts receivable, and equipment that TD Bank has a purchase-money security interest in. TD Bank, in turn, subordinated its security in favour of BDC over all of CEPS’s other personal property;

- (h) The Receivership Order authorizes the Receiver to market and, with the approval of this Court, sell the Property or any part or parts thereof and negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate, subject to BDC's consent if the proceeds of such a sale do not pay all amounts owing by CEPS to BDC in full;
- (i) As a result of the Receiver's review of the DezielCo Transaction and Arlen Transaction (collectively, the "**Transactions**"), the Receiver accepted the Arlen Offer, subject to Court approval, and the APS was executed between the Receiver and the Purchasers on November 4, 2022;
- (j) The Receiver thus recommends that this Court approve the APS for the reasons described in the First Report, being, in substance:
 - (i) the fair and reasonable purchase price based on estimates of value that were provided to the Receiver in recent appraisals prepared for the Receiver by Asset Services Inc. and S. Derochie & Associates Inc.;
 - (ii) the purchase price is significantly higher than the value that would be received for the Property in a forced liquidation scenario;
 - (iii) based on the Receivership Respondents' books and records, the purchase price contemplated in the Transactions is sufficient to fully satisfy all amounts owing to BDC. While it is not possible at this time to determine if the secured indebtedness owing to TD Bank will be paid in full, it will be satisfied in part if not in full (as set out below);

- (iv) both TD Bank and BDC are in support of the Transactions;
- (v) the Purchased Assets and Real Property are being purchased on an “*as is, where is*” basis;
- (vi) the majority of current employees of CEPS will retain their employment and will continue to operate as a going concern; and
- (vii) the Transactions have a short and efficient closing period, as the APS is to close on the second business day following the date on which any appeal periods have expired or appeals or motions to set aside or vary the DezielCo Approval and Vesting Order or the Arlen Approval and Vesting Order have been finally determined;
- (viii) the Property was marketed in the Proper Group Sales Process and CEPS Sales Process, and there have been no other offers to purchase the Property to date;
- (ix) The Receiver does not believe that a further marketing process would result in a transaction more beneficial to the stakeholders than the one contemplated by the APS;
- (x) In the event of a shut down and forced liquidation, significant disposition costs, including selling commission, would be incurred further decreasing the realizable value of the Property. There are no selling costs or expenses reducing the purchase price set out in the APS;

APPROVAL OF THE FIRST REPORT

- (k) The Receiver has filed with the Court its First Report outlining, amongst other things: (i) the background of the Receivership Respondents' assets and business; (ii) the actions of the Receiver since its appointment under the Receivership Order; (iii) the Transactions, and the events leading up to the entering into of the APS; (iv) the proposed distributions to each of the Secured Parties and CRA; and (v) the professional fees and disbursements of the Receiver and A&B;
- (l) The Receiver's actions and activities, as further described in the First Report, are lawful and proper, and consistent with its powers and duties under the Receivership Order;
- (m) The Receiver's activities have been reasonable and responsible in accordance with the Receiver's mandate as provided by the Receivership Order;

APPROVAL FEES AND DISBURSEMENTS

- (n) the Receiver and A&B have accrued fees and expenses in their capacity as the Receiver and legal counsel thereto, respectively, which fees and expenses require the approval of this Court pursuant to the Receivership Order;
- (o) The Receivership Order authorizes the Receiver to pass its accounts from time to time, and to include any necessary solicitor fees and disbursements in the passing of the accounts;

PROPOSED DISTRIBUTIONS TO SECURED CREDITORS

- (p) The Receivership Respondents are indebted to and have provided security in favour of each of the Secured Parties in connection with their respective loans and

financing arrangements, and the Receiver has obtained an independent legal opinion from A&B confirming the validity and enforceability of the security granted by each of the Receivership Respondents in favour of each of the Secured Parties;

- (q) The Receiver is seeking, within the Ancillary Order, authorization to make distributions from the sale proceeds arising from the Transactions to the Secured Parties, in satisfaction of the secured indebtedness owing to them, subject to receipt of satisfactory payout statements from such parties. Based on AGI's books and records as of November 10, 2022, the approximate balances owing to the Secured Parties are as follows:

- (i) TD Bank: \$3,841,000 and US\$248,000;
- (ii) BDC: \$3,123,000;
- (iii) CWB: US\$183,000; and
- (iv) CRA: \$55,000

Interest and costs continue to accrue on these amounts;

GENERALLY

- (r) The circumstances that exist make the Orders sought by the Receiver appropriate;
- (s) The other grounds set out in the First Report;
- (t) The inherent and equitable jurisdiction of this Honourable Court;

- (u) The terms of the Receivership Order;
- (v) Section 243 of the BIA and any other provision of the BIA;
- (w) The *Rules of Civil Procedure* (Ontario), RRO 1990, reg. 194, including, without limitation, rules 1.04, 1.05, 2.03, 3.02, 16, 37 and 41 thereof; and
- (x) Such further and other grounds as counsel may advise and this Court may permit.

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

- (a) The First Report, including the Appendices thereto;
- (b) The factum of the Receiver; and
- (c) Such further and other material as counsel may submit and this Court may permit.

Date: November 14, 2022

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Lawyers for the Receiver

TO: **SERVICE LIST**

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Applicant

- and -

CUTTING EDGE PRECISION SERVICES ULC, et al.
Respondents

Court File No. CV-22-00688427-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION
(returnable November 23, 2022)

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Lawyers for the Receiver

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEDNESDAY, THE 23RD
)
MADAM JUSTICE KIMMEL) DAY OF NOVEMBER, 2022
)

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Albert Gelman Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of each of Cutting Edge Precision Services ULC, Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC (“**SGM**”) for an order approving the sale and transfer (the “**Transaction**”) of the real property municipally known as 3230 Moynahan Street, Oldcastle, Ontario and legally described in Schedule B hereto (the “**Real Property**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver, as seller, and, *inter alios*, 3305 Deziel Inc. (the “**Purchaser**”), a purchaser, dated November 4, 2022 and appended to the First Report of the Receiver dated November 14, 2022 (the “**First Report**”), and vesting in the Purchaser, SGM’s right, title and interest in and to the Real Property, was heard this day at 330 University Avenue, Toronto, Ontario via videoconference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver, including the First Report, and on hearing the submissions of counsel for the Receiver and all other parties listed on the Counsel Slip, and no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Samantha Hans sworn November 14, 2022, filed:

SERVICE

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

DEFINED TERMS

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

APPROVAL AND VESTING

3. **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. 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 Real Property 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**"), SGM's right, title and interest in and to the Real Property described 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 Order of The Honourable Justice Kimmel dated October 21, 2022; (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 hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Essex (No. 12) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property identified in Schedule B hereto 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.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, 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 Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property 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, 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)(the “**BIA**”) in respect of SGM and any bankruptcy order issued pursuant to any such applications; and

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

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of SGM and shall not be void or voidable by creditors of SGM, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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.

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

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

Schedule A – Form of Receiver’s Certificate

Court File No. CV-22-00688427-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (the “**Court**”) dated October 21, 2022, Albert Gelman Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of Cutting Edge Precision Services ULC, Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC (“**SGM**” and collectively, the “**Debtors**”).

B. Pursuant to an Order of the Court dated November 23, 2022, the Court approved the agreement of purchase and sale made as of November 4, 2022 (the “**Sale Agreement**”) between the Receiver, Arlen Tool Co. Ltd. and 3305 Deziel Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser, SGM’s right, title and interest in and to the Real Property, which

vesting is to be effective with respect to the Real Property 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 Real Property; (ii) the Debtors have obtained an Order of the Court approving the balance of transactions contemplated by the Sale Agreement and vesting in Arlen Tool Co. Inc., Cutting Edge Precision Services ULC's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement but excluding the Real Property); (iii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iv) the Transactions (as defined in the Sale Agreement) have 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 Purchasers have 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 Purchasers;
3. The Transactions have been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE] .

Albert Gelman Inc., in its capacity as Receiver of the undertaking, property and assets of the Debtors, and not in its personal capacity

Per: _____
Name:
Title:

Schedule B – Real Property

The property municipally known as 3230 Moynahan Street, Oldcastle, Ontario and being legally described as PT LT 12 CON 7 SANDWICH EAST PT 1 & 2 12R3585; S/T R694390; TECUMSEH (being all of PIN 75234-0119 (LT)) (the “**Real Property**”).

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

1. Charge registered as Instrument No. CE965703 on September 28, 2020 from SGM Real Estate Holdings ULC in favour of Business Development Bank of Canada securing the sum of \$2,500,000.
2. Notice of Assignment of Rents General registered as Instrument No. CE965710 on September 28, 2020 from SGM Real Estate Holdings ULC in favour of Business Development Bank of Canada related to Charge No. CE965703;
3. Notice registered as Instrument No. CE1054405 on January 7, 2022 by The Toronto-Dominion Bank;
4. Charge registered as Instrument No. CE1099384 on September 1, 2022 from SGM Real Estate Holdings ULC in favour of The Toronto-Dominion Bank securing the sum of \$2,500,000;
5. Notice of Assignment of Rents General registered as Instrument No. CE1099385 on September 1, 2022 from SGM Real Estate Holdings ULC in favour of The Toronto-Dominion Bank related to Charge No. CE1099384; and
6. Notice of Lease registered as Instrument No. CE646098 on January 30, 2015 between Proper Windsor Holdings ULC and Cutting-Edge Technologies Ltd.

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

(unaffected by the Vesting Order)

A. General

1. All existing any work orders, deficiency notices, notices of violation or other similar communication from any municipal or governmental authority, board of insurance underwriters, regulatory authority or otherwise that is outstanding requiring or recommending that work or repairs in connection with the Real Property or any part of the Real Property is required.
2. Any municipal agreements and agreements with publicly regulated utilities.
3. Subdivision agreements, site plan control agreements, servicing or industrial agreements, utility agreements, airport zoning regulations and other similar agreements with Government Authorities or private or public utilities affecting the development or use of the Real Property.
4. Any easements for the supply of domestic utility or telephone services to the Real Property or adjacent properties.
5. Encumbrances respecting minor encroachments by the Real Property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over the Lands by improvements of abutting land owners.
6. Title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Real Property for the purposes for which it is presently used or proposed to be used.
7. Any easements or rights of way in favour of any Governmental Authority, any private or public utility, any railway company or any adjoining owner, including easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Real Property.
8. Any unregistered liens, or other encumbrances of any nature claimed by or held by His Majesty the King in the Right of Canada or the Province of Ontario or any agency or authority under or pursuant to any applicable legislation, statute or regulation.

9. All reservation, limitations, provisos, and conditions expressed in the original grant of title of the lands and premises comprising the Property from the Crown.

B. Specific

10. Notice registered as Instrument No. R459284 on January 7, 1970 to the Department of Transport;

11. Reference Plan registered as Instrument No. 12R1158 on November 6, 1973;

12. Reference Plan registered as Instrument No. 12R3585 on April 20, 1977;

13. Transfer Easement registered as Instrument No. R694390 on April 22, 1977 in favour of Corporation of The Township of Sandwich South;

14. Notice registered as Instrument No. R844423 on October 27, 1981 to the Department of Transport;

15. Notice registered as Instrument No. R844424 on October 27, 1981 to the Department of Transport;

16. Notice of Lease registered as Instrument No. CE513664 on April 11, 2012 between Mikkon Machine Tools Ltd. and Solar Power Network Inc.;

17. Notice of Assignment of Lessee Interest In Lease registered as Instrument No. CE531683 on August 13, 2012 between Solar Power Network Inc. and Solar Power Network 002 Inc.;

18. Notice of Assignment of Lessee Interest in Lease registered as Instrument No. CE617768 on July 11, 2014 between Solar Power Network 002 Inc. and Powerstream Inc.; and

19. Application to Change Name Instrument registered as Instrument No. CE646813 on February 6, 2015 related to Instrument No. CE646098.

THE TORONTO-DOMINION BANK
Applicant

- and -

CUTTING EDGE PRECISION SERVICES ULC, et al.
Respondents

Court File No. CV-22-00688427-00CL

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

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

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Lawyers for the Receiver

TAB 3

Court File No. ~~_____~~ CV-22-00688427-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE _____) ~~WEEKDAY~~ WEDNESDAY, THE #23RD
)
MADAM JUSTICE ~~_____~~ KIMMEL) DAY OF ~~MONTH~~ NOVEMBER, ~~20YR~~ 2022

B E T W E E N :

PLAINTIFF

Plaintiff

THE TORONTO-DOMINION BANK

Applicant

- and -

DEFENDANT

Defendant

CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Albert Gelman Inc., in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor" each of Cutting Edge Precision Services ULC, Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC ("SGM")) for an order approving the sale ~~transaction~~ and transfer (the "Transaction") of the real property municipally known as 3230 Moynahan Street, Oldcastle, Ontario and legally described in Schedule B hereto (the "Real

Property) contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver, as seller, and ~~[NAME OF PURCHASER]~~, inter alios, 3305 Deziel Inc. (the "Purchaser"), a purchaser, dated ~~[DATE]~~ November 4, 2022 and appended to the First Report of the Receiver dated ~~[DATE]~~ November 14, 2022 (the "First Report"), and vesting in the Purchaser ~~the Debtor, SGM's~~ right, title and interest in and to the ~~assets described in the Sale Agreement (the "Purchased Assets")~~ Real Property, was heard this day at 330 University Avenue, Toronto, Ontario via videoconference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver, including the First Report, and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ and all other parties listed on the Counsel Slip, and no one appearing for any other person on the service list, although ~~properly~~ duly served as appears from the affidavit of ~~[NAME]~~ service of Samantha Hans sworn ~~[DATE]~~ November 14, 2022, filed¹:

SERVICE

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

DEFINED TERMS

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

APPROVAL AND VESTING

3. ~~1.~~ 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

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.~~

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~~Real Property to the Purchaser.

4. ~~2.~~ **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 SGM's~~ right, title and interest in and to the ~~Purchased Assets~~Real Property 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~~The Honourable Justice ~~[NAME]~~Kimmel dated ~~[DATE]~~October 21, 2022; (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 hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~Real Property are hereby expunged and discharged as against the ~~Purchased Assets~~Real Property.

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 ~~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.~~

5. ~~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}~~ Essex (No. 12) 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~~ 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.

6. ~~4.~~ **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~~ Real Property shall stand in the place and stead of the ~~Purchased Assets~~ Real Property, 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~~ Real Property with the same priority as they had with respect to the ~~Purchased Assets~~ Real Property immediately prior to the sale⁸, as if the ~~Purchased Assets~~ Real Property 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. ~~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)(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~~

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

⁷ 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".

⁸ This 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.

~~information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

8. ~~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) (the “BIA”) in respect of ~~the Debtor~~ SGM and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~ SGM;

the vesting of the ~~Purchased Assets~~ Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~ SGM and shall not be void or voidable by creditors of ~~the Debtor~~ SGM, 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)~~ BIA 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).~~

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

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

Schedule A – Form of Receiver’s Certificate

Court File No. ~~_____~~ CV-22-00688427-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

BETWEEN:

PLAINTIFF

Plaintiff

THE TORONTO-DOMINION BANK

Applicant

- and -

DEFENDANT

Defendant

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Kimmel of the Ontario Superior Court of Justice (the “Court”) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ October 21, 2022, Albert Gelman Inc. was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of ~~[DEBTOR]~~ (Cutting Edge Precision

Services ULC, Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC (“SGM” and collectively, the “~~Debtor~~Debtors”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~November 23, 2022, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~November 4, 2022 (the “Sale Agreement”) between the Receiver ~~[Debtor] and [NAME OF PURCHASER], Arlen Tool Co. Ltd. and 3305 Deziel Inc.~~ (the “Purchaser”) and provided for the vesting in the Purchaser ~~of the Debtor, SGM’s~~ right, title and interest in and to the ~~Purchased Assets~~Real Property, which vesting is to be effective with respect to the ~~Purchased Assets~~Real Property 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~~Real Property; (ii) the Debtors have obtained an Order of the Court approving the balance of transactions contemplated by the Sale Agreement and vesting in Arlen Tool Co. Inc., Cutting Edge Precision Services ULC’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement but excluding the Real Property); (iii) 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 (iiiiv) the Transaction has Transactions (as defined in the Sale Agreement) have 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~~Purchasers have 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~~Purchasers; ~~and~~
3. The ~~Transaction has~~Transactions have been completed to the satisfaction of the Receiver; ~~;~~ and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE] .

~~{NAME OF RECEIVER}~~ Albert Gelman Inc.,
in its capacity as Receiver of the undertaking,
property and assets of ~~{DEBTOR}~~ the Debtors,
and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – ~~Purchased Assets~~ Real Property

The property municipally known as 3230 Moynahan Street, Oldcastle, Ontario and being legally described as PT LT 12 CON 7 SANDWICH EAST PT 1 & 2 12R3585; S/T R694390; TECUMSEH (being all of PIN 75234-0119 (LT)) (the “Real Property”).

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

1. Charge registered as Instrument No. CE965703 on September 28, 2020 from SGM Real Estate Holdings ULC in favour of Business Development Bank of Canada securing the sum of \$2,500,000.
2. Notice of Assignment of Rents General registered as Instrument No. CE965710 on September 28, 2020 from SGM Real Estate Holdings ULC in favour of Business Development Bank of Canada related to Charge No. CE965703;
3. Notice registered as Instrument No. CE1054405 on January 7, 2022 by The Toronto-Dominion Bank;
4. Charge registered as Instrument No. CE1099384 on September 1, 2022 from SGM Real Estate Holdings ULC in favour of The Toronto-Dominion Bank securing the sum of \$2,500,000;
5. Notice of Assignment of Rents General registered as Instrument No. CE1099385 on September 1, 2022 from SGM Real Estate Holdings ULC in favour of The Toronto-Dominion Bank related to Charge No. CE1099384; and
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**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

A. General

1. All existing any work orders, deficiency notices, notices of violation or other similar communication from any municipal or governmental authority, board of insurance underwriters, regulatory authority or otherwise that is outstanding requiring or recommending that work or repairs in connection with the Real Property or any part of the Real Property is required.
2. Any municipal agreements and agreements with publicly regulated utilities.
3. Subdivision agreements, site plan control agreements, servicing or industrial agreements, utility agreements, airport zoning regulations and other similar agreements with Government Authorities or private or public utilities affecting the development or use of the Real Property.
4. Any easements for the supply of domestic utility or telephone services to the Real Property or adjacent properties.
5. Encumbrances respecting minor encroachments by the Real Property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over the Lands by improvements of abutting land owners.
6. Title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Real Property for the purposes for which it is presently used or proposed to be used.
7. Any easements or rights of way in favour of any Governmental Authority, any private or public utility, any railway company or any adjoining owner, including easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Real Property.

8. Any unregistered liens, or other encumbrances of any nature claimed by or held by His Majesty the King in the Right of Canada or the Province of Ontario or any agency or authority under or pursuant to any applicable legislation, statute or regulation.

9. All reservation, limitations, provisos, and conditions expressed in the original grant of title of the lands and premises comprising the Property from the Crown.

B. Specific

10. Notice registered as Instrument No. R459284 on January 7, 1970 to the Department of Transport;

11. Reference Plan registered as Instrument No. 12R1158 on November 6, 1973;

12. Reference Plan registered as Instrument No. 12R3585 on April 20, 1977;

13. Transfer Easement registered as Instrument No. R694390 on April 22, 1977 in favour of Corporation of The Township of Sandwich South;

14. Notice registered as Instrument No. R844423 on October 27, 1981 to the Department of Transport;

15. Notice registered as Instrument No. R844424 on October 27, 1981 to the Department of Transport;

16. Notice of Lease registered as Instrument No. CE513664 on April 11, 2012 between Mikkon Machine Tools Ltd. and Solar Power Network Inc.;

17. Notice of Assignment of Lessee Interest In Lease registered as Instrument No. CE531683 on August 13, 2012 between Solar Power Network Inc. and Solar Power Network 002 Inc.;

18. Notice of Assignment of Lessee Interest in Lease registered as Instrument No. CE617768 on July 11, 2014 between Solar Power Network 002 Inc. and Powerstream Inc.; and

19. Application to Change Name Instrument registered as Instrument No. CE646813 on February 6, 2015 related to Instrument No. CE646098.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP

Barristers and Solicitors

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181 Bay Street

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Toronto, ON M5J 2T9

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Lawyers for the Receiver

Document comparison by Workshare Compare on November 14, 2022 10:00:19 AM

Input:	
Document 1 ID	iManage://wsc.airdberlis.com/cm/50867659/1
Description	#50867659v1<wsc.airdberlis.com> - Model AVO
Document 2 ID	iManage://wsc.airdberlis.com/CM/50783135/2
Description	#50783135v2<wsc.airdberlis.com> - Draft AVO - 3305 Deziel Inc.
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	220
Deletions	146
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	366

TAB 4

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE) WEDNESDAY, THE 23RD
)
MADAM JUSTICE KIMMEL) DAY OF NOVEMBER, 2022
)

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Albert Gelman Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of each of Cutting Edge Precision Services ULC (“**Cutting Edge**”), Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC, for an order approving the sale and transfer (the “**Transaction**”) of the Purchased Assets (other than the Real Property) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver, as seller, and each of 3305 Deziel Inc. and Arlen Tool Co. Ltd. (the “**Purchaser**”), as purchasers, dated November 4, 2022 and appended to the First Report of the Receiver dated November 14, 2022 (the “**First Report**”), and vesting in the Purchaser, all of Cutting Edge’s right, title and interest in and to all of the Purchased Assets (as defined in the Sale Agreement), excluding the Real Property (the “**Purchased Assets**”), was

heard this day at 330 University Avenue, Toronto, Ontario via videoconference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver, including the First Report, and on hearing the submissions of counsel for the Receiver, and all other parties listed on the Counsel Slip, and no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Samantha Hans sworn November 14, 2022, filed:

SERVICE

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

DEFINED TERMS

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

APPROVAL AND VESTING

3. **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. 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.

THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of Cutting Edge's right, title and interest in and to the Purchased Assets (other than the Real Property) shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of The Honourable Justice Kimmel dated October 21, 2022; (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 hereto) 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 respect of the Employees (as defined in 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 Cutting Edge.

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) (the “**BIA**”) in respect of Cutting Edge and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of Cutting Edge;

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 any of Cutting Edge and shall not be void or voidable by creditors of Cutting Edge, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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 this Order and all of its provisions are effective as of 12:01a.m. on the date of this Order and is enforceable without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-22-00688427-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (the “**Court**”) dated October 21, 2022, Albert Gelman Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of each of Cutting Edge Precision Services ULC (“**Cutting Edge**”), Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC (collectively, the “**Debtors**”).

B. Pursuant to an Order of the Court dated November 23, 2022, the Court approved the agreement of purchase and sale as of November 4, 2022 (the “**Sale Agreement**”) between the Receiver, 3305 Deziel Inc., and Arlen Tool Co. Ltd. (the “**Purchaser**”), and provided for the vesting in the Purchaser of Cutting Edge’s right, title and interest in and to the Purchased Assets

(other than the Real Property), 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 Purchasers of the Purchase Price for the Purchased Assets; (ii) the Debtors have obtained an Order of the Court approving the balance of transactions contemplated by the Sale Agreement and vesting in 3305 Deziel Inc., SGM Real Estate Holdings ULC's right, title and interest in and to the Real Property (as defined in the Sale Agreement); (iii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iv) that the Transactions (as defined in the Sale Agreement) have 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 Purchasers have 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 Purchasers;
3. The Transactions have been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

Albert Gelman Inc., in its capacity as Receiver of the undertaking, property and assets of the Debtors, and not in its personal capacity

Per: _____
Name:
Title:

Schedule B – Claims to be deleted and expunged from title to the Purchased Assets

None.

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Purchased Assets**

(unaffected by the Vesting Order)

None.

THE TORONTO-DOMINION BANK
Applicant

- and -

CUTTING EDGE PRECISION SERVICES ULC, et al.
Respondents

Court File No. CV-22-00688427-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

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Lawyers for the Receiver

TAB 5

Court File No. ~~_____~~ CV-22-00688427-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ~~_____~~) ~~WEEKDAY~~ WEDNESDAY, THE #23RD
)
MADAM JUSTICE ~~_____~~ KIMMEL) DAY OF ~~MONTH~~ NOVEMBER, ~~20YR~~ 2022

B E T W E E N :

~~PLAINTIFF~~

~~Plaintiff~~

THE TORONTO-DOMINION BANK

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Albert Gelman Inc., in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR] (the "Debtor")~~ each of Cutting Edge Precision Services ULC ("Cutting Edge"), Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC, for an order approving the sale ~~transaction~~ and transfer (the "Transaction") of the Purchased Assets (other than the Real Property) contemplated by an agreement of purchase and sale (the "Sale Agreement") between

the Receiver, as seller, and ~~[NAME OF PURCHASER]~~each of 3305 Deziel Inc. and Arlen Tool Co. Ltd. (the "Purchaser"), as purchasers, dated ~~[DATE]~~November 4, 2022 and appended to the First Report of the Receiver dated ~~[DATE]~~November 14, 2022 (the "First Report"), and vesting in the Purchaser ~~the Debtor~~, all of Cutting Edge's right, title and interest in and to all of the assets described Purchased Assets (as defined in the Sale Agreement), excluding the Real Property (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario via videoconference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver, including the First Report, and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~and all other parties listed on the Counsel Slip, and no one appearing for any other person on the service list, although ~~properly~~duly served as appears from the affidavit of ~~[NAME]~~service of Samantha Hans sworn ~~[DATE]~~November 14, 2022, filed¹:

SERVICE

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

DEFINED TERMS

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

APPROVAL AND VESTING

3. ~~1.~~ 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

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.~~

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.

~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the ~~Purchaser~~Purchasers substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of ~~the Debtor~~Cutting Edge's right, title and interest in and to the Purchased Assets ~~described in~~(other than the ~~Sale Agreement [and listed on Schedule B hereto]~~Real Property) 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~~The Honourable Justice ~~[NAME]~~Kimmel dated ~~[DATE]~~October 21, 2022; (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 ~~CB~~ 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~~ hereto) 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.

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 ~~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.~~

~~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 Act⁶; 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. **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's¹ 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.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's¹ 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 Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●"~~ respect of the Employees (as defined in the Sale Agreement). The Purchaser shall maintain and protect the privacy of such information

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

⁷~~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".~~

⁸~~This 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.~~

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~~ Cutting Edge.

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)* (the "BIA") in respect of ~~the Debtor~~ Cutting Edge and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~ Cutting Edge;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~ any of Cutting Edge and shall not be void or voidable by creditors of ~~the Debtor~~ Cutting Edge, 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)*~~ BIA 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)*.~~

8. ~~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.

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

Schedule A – Form of Receiver’s Certificate

Court File No. ~~_____~~ CV-22-00688427-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N :

PLAINTIFF

Plaintiff

THE TORONTO-DOMINION BANK

Applicant

- and -

DEFENDANT

Defendant

CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Kimmel of the Ontario Superior Court of Justice (the “Court”) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ October 21, 2022, Albert Gelman Inc. was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of ~~[DEBTOR]~~ (each of Cutting Edge

Precision Services ULC (“Cutting Edge”), Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC (collectively, the “~~Debtor~~ Debtors”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~ November 23, 2022, the Court approved the agreement of purchase and sale ~~made~~ as of ~~[DATE OF AGREEMENT]~~ November 4, 2022 (the ~~“Sale Agreement”~~) between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~, 3305 Deziel Inc., and Arlen Tool Co. Ltd. (the ~~“Purchaser”~~), and provided for the vesting in the Purchaser of ~~the Debtor Cutting Edge’s~~ right, title and interest in and to the Purchased Assets (other than the Real Property), 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~~ Purchasers of the Purchase Price for the Purchased Assets; (ii) the Debtors have obtained an Order of the Court approving the balance of transactions contemplated by the Sale Agreement and vesting in 3305 Deziel Inc., SGM Real Estate Holdings ULC’s right, title and interest in and to the Real Property (as defined in the Sale Agreement); (iii) 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 ~~(iiiv) that the Transaction has~~ Transactions (as defined in the Sale Agreement) have 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~~ Purchasers have 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~~ Purchasers; ~~and~~
3. The ~~Transaction has~~ Transactions have been completed to the satisfaction of the Receiver; ~~and~~
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~{NAME OF RECEIVER}~~ Albert Gelman Inc.,
in its capacity as Receiver of the undertaking,
property and assets of ~~{DEBTOR}~~ the Debtors,
and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – ~~Purchased Assets~~

~~Schedule C~~—Claims to be deleted and expunged from title to ~~Real Property~~the
Purchased Assets

None.

**Schedule DC – Permitted Encumbrances, Easements and Restrictive Covenants
related to the ~~Real Property~~ Purchased Assets**

(unaffected by the Vesting Order)

None.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP

Barristers and Solicitors

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Lawyers for the Receiver

Document comparison by Workshare Compare on November 14, 2022 10:03:03 AM

Input:	
Document 1 ID	iManage://wsc.airdberlis.com/cm/50867659/1
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Document 2 ID	iManage://wsc.airdberlis.com/CM/50807253/3
Description	#50807253v3<wsc.airdberlis.com> - Draft AVO - Arlen
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count

Insertions	163
Deletions	136
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	299

TAB 6

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEDNESDAY, THE 23RD
)
MADAM JUSTICE KIMMEL) DAY OF NOVEMBER, 2022
)

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

APPLICATION UNDER
Subsection 243(1) of the Bankruptcy And Insolvency Act, R.S.C. 1985, c. B-3, as amended,
and Section 101 of the Courts Of Justice Act, R.S.O. 1990, c. C.43, as amended

ORDER
(Ancillary Relief)

THIS MOTION, made by Albert Gelman Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of each of Cutting Edge Precision Services ULC, Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC (collectively, the “**Debtors**”) for an order, in substance, (i) approving the First Report of the Receiver dated 14, 2022 (the “**First Report**”) and the actions of the Receiver described therein; (ii) approving the fees and disbursements of the Receiver and its counsel to and including November 9, 2022; and (iii) authorizing and directing the Receiver to make certain distributions from the sale proceeds of the sale Transaction (as defined in the First Report), was heard this day

at 330 University Avenue, Toronto, Ontario via videoconference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver and the First Report, including, without limitation, the fee affidavits appended thereto in support of the fees and disbursements of the Receiver and its counsel, and on hearing the submissions of counsel for the Receiver, and all other parties listed on the Counsel Slip, and no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Samantha Hans sworn November 14, 2022, filed:

SERVICE

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

APPROVAL OF THE FIRST REPORT, FEES AND DISBURSEMENTS

2. **THIS COURT ORDERS** that the First Report and the actions and activities of the Receiver and its counsel described therein be and are hereby approved.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel to and including November 9, 2022, as described in the First Report and supported by the fee affidavits, be and are hereby approved.

DISTRIBUTIONS TO SECURED CREDITORS

4. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make distributions to the Business Development Bank of Canada (“**BDC**”) up to the amount of its secured indebtedness, and without further Order of this Court, on account of the Debtors’ secured indebtedness owing to BDC for principal, interest and costs.

5. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make distributions to the Toronto-Dominion Bank (“**TD Bank**”) up to the amount of its secured indebtedness, and without further Order of this Court, on account of the Debtors’ secured indebtedness owing to TD Bank for principal, interest and costs.

6. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make distributions to CWB National Leasing Inc. (“**CWB**”) in the amount of US\$182,994.82 plus accruing interest, in the Canadian dollar equivalent, as outlined in the First Report, and without further Order of this Court, on account of the Debtors’ secured indebtedness owing to CWB for principal, interest and costs.

7. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make distributions to Canada Revenue Agency (the “**CRA**”) in the amount of \$54,558.57, as outlined in the First Report, and without further Order of this Court, on account of the Debtors’ indebtedness owing to the CRA in respect of Harmonized Sales Tax.

GENERAL

8. **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.

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any other Canadian and foreign court, tribunal, regulatory or administrative body (“**Judicial Bodies**”) to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All Judicial 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its respective agents in carrying out the terms of this Order.

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

THE TORONTO-DOMINION BANK
Applicant

- and -

CUTTING EDGE PRECISION SERVICES ULC, et al.
Respondents

Court File No. CV-22-00688427-00CL

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

Proceedings commenced at Toronto

ANCILLARY ORDER

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Lawyers for the Receiver

TAB 7

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

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

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

FIRST REPORT OF THE RECEIVER

(Dated November 14, 2022)

I. INTRODUCTION

1. This first report ("**First Report**") is filed by Albert Gelman Inc. ("**AGI**"), in its capacity as receiver (in such capacity, the "**Receiver**") appointed, without security, over all of the assets, undertakings and properties (together, the "**Property**") of Cutting Edge Precision Services ULC ("**CEPS**"), Proper Windsor Holdings ULC ("**PWH**") and SGM Real Estate Holdings ULC ("**SGM**" and, together with CEPS and PWH, the "**Companies**") by an Amended and Restated Order of the Ontario Superior Court of Justice, Commercial List (the "**Court**"), dated October 21, 2022 (the "**Amended Appointment Order**"), made pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended ("**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O 1990, c. 43, as amended. The application was commenced by The Toronto-Dominion Bank ("**TD Bank**"). A copy of the Amended Appointment Order is attached hereto as **Appendix "A"**.

2. On October 12, 2022, prior to the issuance of the Amended Appointment Order, AGI was appointed by the Court as a receiver over the Companies with restricted powers (“**Interim Appointment Order**”). A copy of the Interim Appointment Order is attached hereto as **Appendix “B”**.

3. Among other differences between the Amended Appointment Order and Interim Appointment Order, paragraph 4 of the Interim Appointment Order stated that the Receiver was not to operate the Companies’ business or take possession or control of the Companies’ Property pending further Order of the Court.

4. The Amended Appointment Order empowered and authorized, but did not obligate the Receiver to, among other things, (i) take possession and control of the Property (as defined in the Amended Appointment Order) and any and all proceeds and receipts arising therefrom; (ii) manage, operate and carry on the business or to cease operations; and (ii) market and sell any or all of the Property, subject to Court approval if any sale exceeded certain thresholds established in the Amended Appointment Order.

5. Following truncated negotiations, and with the support of the Companies primary secured creditors, the Receiver entered into the Purchase Agreement (as defined below) and is now seeking, among other things, Court approval of the Transaction (as defined below) contemplated by the Purchase Agreement, as more particularly set out below.

II. PURPOSE OF THIS REPORT

6. This constitutes the Receiver’s first report to the Court (the “**First Report**”) in this matter and it is filed to:

- a. report on the Receiver’s activities in these receivership proceedings since the issuance of the Interim Appointment Order;
- b. request an Order, *inter alia*:
 - i. approving the First Report and the actions and activities of the Receiver described herein;
 - ii. approving and authorizing the Receiver to enter into and carry out the terms of the sale transaction (the “**Transaction**”) contemplated by an Agreement of Purchase and Sale dated November 4, 2022, together with any further amendments thereto deemed necessary by the Receiver in its sole discretion (collectively, the “**Purchase Agreement**”), entered into between the Receiver, as seller, and each of Arlen Tool Co. Ltd. (“**Arlen**”) and 3305 Deziel Inc. (“**Deziel**” and, together with “Arlen”, the “**Purchasers**”), as purchasers, and vesting in the Purchasers, the Companies’ right, title and interest in and to the following:
 - i. to Deziel, the real property municipally known as 3230 Moynahan Street, Oldcastle, Ontario and legally described as PT LT 12 CON 7 SANDWICH EAST

PT 1 & 2 12R3585; S/T R694390; TECUMSEH in PIN 75234-0119 (LT) (the “**Real Property**”); and,

- ii. to Arlen, the business assets of CEPS including its accounts receivable, inventory and work-in-process, motor vehicles, chattels, office furniture, equipment, contracts, client files and goodwill (collectively, the “**Business Assets**” and, together with the Real Property, the “**Purchased Assets**”);
- iii. approving the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP (“**A&B**”), as outlined herein and detailed in the supporting fee affidavits appended hereto;
- iv. approving the Interim Distributions (as defined below) to each of the Business Development Bank of Canada (“**BDC**”), TD Bank, CWB (as defined below) and the Canada Revenue Agency (“**CRA**”) as outlined below; and
- v. such further and other relief as this Honourable Court may deem just.

III. SCOPE AND TERMS OF REFERENCE

7. In preparing this First Report, the Receiver has obtained and relied upon certain unaudited financial information and records of the Companies, had ongoing discussions with Sean O’Neil and Geoff O’Brien (collectively referred to as the “**Shareholders**”) and the bookkeeper of the Companies (who, together with the Shareholders, are the “**Management**”). In addition, the Receiver has had ongoing discussions with representatives of both BDC and TD Bank and their respective legal counsel and relied on certain loan information provided by them.

8. While the Receiver has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles (“**GAAP**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS or otherwise with respect to such information except as expressly stated herein.

9. This First Report has been prepared for the purposes described above. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose.

10. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

11. This First Report, and all other court materials and orders issued and filed in these receivership proceedings are available on the Receiver’s website at: <https://www.albertgelman.com/corporate-solutions/other-engagements/> (the “**Case Website**”) and will remain available on the website for a period of six (6) months following the Receiver’s discharge.

IV. BACKGROUND INFORMATION

12. CEPS is a British Columbia unlimited liability company which operates from the Real Property, which it leases from SGM, and carries on business as a manufacturer of tooling moulds and dies as well as providing sub-contract machining services. It is a wholly-owned subsidiary of PWH.
13. PWH is a British Columbia unlimited liability company with its registered office in Vancouver, British Columbia. It is a holding company whose only material asset is its 100% ownership interest in CEPS.
14. SGM is a British Columbia unlimited liability company with its registered office in Vancouver, British Columbia. SGM is a holding company that is the registered owner of the Real Property.
15. The Companies are indirect subsidiaries of Proper Group International, LLC ("**Proper Group**"). Proper Group and its US subsidiaries (collectively referred to as the "**Proper Group of Companies**") carry on business as a manufacturer of injection moulds, primarily in the United States, and as a manufacturer of premium injection moulded parts. The Proper Group of Companies are headquartered in Warren, Michigan.
16. Substantially all of CEPS' manufacturing of tooling moulds is in respect of purchase orders received from the Proper Group of Companies. Of CEPS total revenues of \$24.9 million in 2021, \$17.4 million were generated from the Proper Group of Companies.
17. The Proper Group of Companies have been in a "work-out" position with their US lenders since 2017 and are in default of a number lending covenants. Riveron Consulting LLC ("**Riveron**"), a US consulting firm that specializes in restructuring, turnaround and divestitures, was retained as a monitor of the Proper Group of Companies for the US lenders. Riveron has also been engaged since February 2022 to assist with marketing for sale the Proper Group of Companies for the purpose of repaying the US lenders (the "**Proper Sales Process**"), which included the interest in the Companies.
18. Based on the books and records of CEPS, it is owed approximately \$5.7 million on account of receivables from the Proper Group of Companies. Eighty percent of this amount is aged 120 days or more. CEPS has stopped substantially all work for the Proper Group of Companies due to the significant unpaid arrears.
19. Prior to the Amended Appointment Order, the Proper Group of Companies were making limited payments to CEPS in amounts only sufficient to fund CEPS' payroll, loan payments and critical overhead expenses. This has resulted in CEPS being unable to pay its trade suppliers, all of which are substantially overdue. Riveron has advised the Receiver that it is only approving payment by the Proper Group of Companies amounts it considers critical to their continuing operations during the Proper Sales Process. The Proper Group of Companies have not paid any amount towards the \$5.7 million it owes CEPS since the date of the Amended Appointment Order.
20. The Shareholders are of the opinion that the overdue amounts owing by the Proper Group of Companies is the single greatest cause of CEPS' liquidity constraints and ultimate insolvency.

21. CEPS currently employs approximately 50 full-time employees. None of the employees are unionized. CEPS placed 20 employees on temporary layoff just prior to the issuance of the Interim Appointment Order.

22. Set out below is a chart of salient financial information from CEPS annual financial statements for the years 2019 through 2021:

	Year ended December 31		
	2021	2020	2019
Machining and Tooling Sales	\$ 24,911,016	16,438,420	12,836,609
Gross Profit	\$ 2,785,624	1,142,262	1,236,390
Government grants - CEWS	\$ -	933,536	-
Income/(Loss) before Income Taxes	\$ 692,117	162,453	(170,618)

23. As indicated above, CEPS earned a profit in 2020 and 2021. It should be noted, however, that the profit of \$162,453 for 2020 includes income from government grants received in relation to the Covid-19 pandemic of \$933,536. Accordingly, it would have incurred a loss in that year without those grants.

24. TD Bank moved to appoint the Receiver, on consent of the Companies, following the termination of the forbearance arrangement with TD Bank.

25. Further details about the Companies and the events leading up to the appointment of the Receiver can be found in the Affidavit of Kathryn Furfaro sworn October 7, 2022, which was filed in support of TD Bank's application.

V. ACTIONS AND ACTIVITIES OF THE RECEIVER

Interim Appointment Order

26. As noted above, on October 12, 2022, AGI was appointed by the Court, on a limited basis, as a Receiver over the Companies with restricted powers pursuant to the Interim Appointment Order. Upon its appointment the Receiver undertook, *inter alia*, the actions and activities set out below:

- a. representatives of the Receiver attended the Real Property on October 13, 2022 to meet with Sean O'Neil (one of the two Shareholders and a key member of Management) to, among other things, discuss the Receiver's appointment, review the assets and ongoing business operations of CEPS and to tour the Real Property;
- b. reviewed and assessed the accounts receivable due from both arm's length and non-arm's length companies, including amounts due from the Proper Group of Companies;

- c. discussed with Management the work-in-progress and status of any scheduled sales and purchase orders;
- d. reviewed and assessed the accounts payable, historical financial statements and other financial information;
- e. reviewed, assessed and discussed with Management it's 12-week cash flow forecast;
- f. conducted an analysis of the security positions of both TD Bank and BDC;
- g. held discussions with the Shareholders regarding any known potential purchasers of the Companies.
- h. began populating a virtual data-room with financial documents and records;
- i. commenced preparation of an interim report to Court in anticipation of the Court hearing scheduled for October 21, 2022;
- j. set up procedures with Management for monitoring the business operations, including daily cash receipts and disbursements of CEPS;
- k. retained Asset Services Inc. to conduct an appraisal, on both a forced liquidation value ("**FLV**") basis and fair market value basis, each of the vehicles and machinery and equipment of CEPS (the "**Equipment Appraisal**")¹;
- l. retained S. Derochie & Associates Inc. to provide a "forced sale" value appraisal of the Real Property (the "**Real Property Appraisal**") together with the Equipment Appraisal, the "**Appraisals**")²;
- m. in accordance with paragraph 20 of the Interim Appointment Order, the Receiver established the Case Website which it maintains and populates with the required documents with respect to these receivership proceedings; and

¹ A copy of the Equipment Appraisal can be provided to the Court upon request.

² A copy of the Real Property Appraisal can be provided to the Court upon request.

n. retained A&B to act as its independent legal counsel.

27. For reasons discussed later, the Receiver was preparing for a wind down and liquidation of the Companies' assets, once appointed over the Property.

Expression of Interest

28. On October 19, 2022, the Receiver was introduced by Management to, and began communicating with, representatives of the Purchasers regarding their potential interest in acquiring the business and assets of CEPS and SMG, as a going concern.

29. The Purchasers indicated to the Receiver that they were motivated to close quickly and were generally familiar with CEPS business and operations. The Purchasers also indicated that they would be interested in offering employment to most, if not all, the employees of CEPS.

30. The Purchasers also indicated that they would be prepared to pay \$8.6 million for the Real Property and assets and business of CEPS, which, based upon the Appraisals and the Receiver's analysis of the accounts receivable and other assets, represented a good purchase price for the subject assets. More importantly, a going concern business would preserve jobs, provide for ongoing supplier relationships, ensure completion of customer contracts and generate a higher recovery for the Companies' stakeholders than a forced liquidation.

31. On October 27, 2022, the Receiver and the Purchasers executed a non-binding letter of intent (the "LOI") following approximately one week of negotiations. Attached hereto as **Appendix "C"** is a copy of the LOI.

32. On November 4, 2022, with the support of TD Bank and BDC, the Receiver and the Purchasers executed the Purchase Agreement following extensive discussions and negotiations between the Receiver and the Purchasers and their respective legal counsel. A summary of the key terms of the Transaction are set out below.

Amended Appointment Order

33. Upon its appointment as Receiver pursuant to the Amended Appointment Order, the Receiver undertook, *inter alia*, the actions and activities set out below:

Possession and Ongoing Operations

- a. the Receiver attended the Real Property and immediately took possession of the assets of the Companies on October 24, 2022;
- b. the Receiver permitted the business operations of CEPS to continue in the ordinary course under the Receiver's supervision and control;

- c. the Receiver met with Management and certain key and other employees to advise them of the Amended Appointment Order and of the intention of the Receiver to continue operations while the Receiver advanced discussions with the Purchasers in hopes of completing a sale transaction in the short term;
- d. the Receiver approved for Sean O'Neil to also advise all employees of the receivership and the intention to continue operations and to also hold further meetings with all employees to keep them informed of the status and progress of the receivership;
- e. the Receiver arranged for an advance in the amount of \$200,000 from TD Bank pursuant to the Receiver's Borrowing Charge;
- f. the Receiver developed and communicated its supervision and control procedures to Management;
- g. the Receiver retained a locksmith to change all the exterior locks to the Real Property;
- h. based on consultation with Management, the Receiver provided eight employees with keys to the Real Property to facilitate the operations and daily opening and closing of the Real Property;
- i. the Receiver paid, in the ordinary course, ongoing payroll other post-appointment operating and administrative expenses;
- j. the Receiver arranged for ongoing utility services;
- k. the Receiver changed the signing authority for the TD Bank accounts to representatives of the Receiver;

Insurance

- l. the Receiver reviewed the existing insurance coverage for adequacy and confirmed renewal of the insurance, which was otherwise scheduled to expire on October 31, 2022;

Other Actions of the Receiver

- m. based on the books and records of the Companies, the Receiver prepared and issued the prescribed notices (together, the “**Receiver’s Notices**”) pursuant to Section 245(1) and 246(1) of the BIA on or about October 31, 2022. Copies of the Receiver’s Notices are attached hereto as **Appendices “D”, “E” and “F”**, respectively;
- n. the Receiver communicated with Export Development Canada (“**EDC**”) to confirm coverage under the export receivables policy;
- o. the Receiver contacted the CRA to confirm the amounts owing by the Companies to the CRA. Further details about the Companies’ indebtedness to the CRA is discussed below.
- p. the Receiver obtained the necessary information from Management to be able to administer the Wage Earner Protection Program in the event that some or all of the employees of CEPS are permanently terminated;
- q. the Receiver provided regular updates to TD Bank and BDC with respect to the administration of the receivership and its discussions with the Purchasers; and
- r. the Receiver responded to the enquiries from various stakeholders.

VI. ASSETS AND LIABILITIES

Assets

CEPS

34. The material assets of CEPS include its accounts receivable, work-in-process (“**WIP**”) inventory, shop supplies, tools, machinery, equipment and vehicles. The Receiver estimates that in the event of an immediate shut down and forced liquidation it will realize approximately \$3.5 million, before the costs of realization. The Receiver’s calculation is set out below:

Cutting Edge Precision Services ULC	Book	Estimated
Estimated FLV of Assets (before realization costs)	Value	FLV
	(rounded)	
Accounts receivable - Canada	350,000	262,500
Accounts receivable - US (in CDN \$)		
Proper Group of Companies (non-arm's length)	5,600,000 *	NIL
US Receivables (arm's length)	3,200,000 *	875,000
Accounts receivable - Proper Windsor Holdings ULC	1,000,000	NIL
Unbilled work-in-process inventory	550,000	NIL
Machinery, Tools, Supplies and Vehicles	3,200,000	2,419,700
Total Estimated FLV		<u>\$ 3,557,200</u>
* Converted to CDN using exchange rate of 1.35.		

35. The Receiver's comments with respect to its estimate of the FLV of CEPS assets are as follows:

a. Canadian Accounts Receivable

- i. These receivables are substantially under 60 days and are mostly for sub-contract machining services; and
- ii. The Receiver has estimated that seventy-five (75%) percent of these receivables will be collected in a forced liquidation scenario.

b. US Non-Arm's Length Accounts Receivable – Proper Group of Companies

- i. As set out earlier in this First Report, the Proper Group of Companies have been in a "work-out" program with their US based lenders since 2017 and are currently being marketed for sale for the purpose of repaying their lenders;
- ii. The Shareholders advise that the collectability of these receivables is highly doubtful and point out that their non-payment is the single greatest cause of the insolvency of CEPS, and their inability to fund working capital requirements;
- iii. These receivables are not eligible for EDC insurance coverage since they are non-arm's length; and
- iv. For the purpose of this First Report, the Receiver has assumed that these receivables will not realize any amount in the event of a forced liquidation.

c. US Accounts Receivable – Arm's Length Customers

- i. Approximately \$2,700,000 of these receivables are from customers who also have contracts in progress with CEPS that will not be completed in the event of a forced liquidation. The Receiver has estimated these receivables will not realize any amount in a forced liquidation scenario due to offsetting claims for damages resulting from the incomplete contracts.
 - ii. The Receiver has collected approximately \$625,000 as at the date of this First Report, which is included in the Receiver's estimated FLV.
 - iii. The balance of the accounts receivable total approximately \$500,000 and are due from customers who do not have any contracts in process. The Receiver has estimated that these accounts will realize approximately fifty (50%) percent of book value or approximately \$250,000.
- d. Related Party Accounts Receivable - Proper Windsor Holdings
 - i. PWH is the parent of CEPS and is subject to these receivership proceedings. PWH's only material asset is its investment in CEPS and, accordingly, this receivable is estimated to have no realizable value.
- e. Unbilled Work-in-Process Inventories
 - i. The book value of the unbilled work in process is based upon a schedule provided by Management setting out the unbilled direct costs incurred for labour and materials on a contract by contract basis. The Receiver has estimated that no amount will be realizable from the WIP inventory in the event of a forced liquidation since the contracts will not be completed.
- f. Machinery, Tools, Supplies and Vehicles
 - i. The Receiver's estimated FLV is based upon the Equipment Appraisal received from Asset Services Inc.

SGM

36. Based upon the Receiver's review of SGM's books and records, its only material asset is the Real Property and the rent payments it receives from CEPS. CEPS operates from the Real Property in accordance with a commercial property lease agreement between SGM and CEPS.

37. As mentioned above, the Receiver obtained the Real Property Appraisal which indicates that the current FLV for the Real Property is around \$3.5 million. The Receiver understands that there is currently demand for properties of this nature and, accordingly, the aforementioned valuation is reasonable.

PWH

38. Based upon the Receiver’s review of PWH’s books and records, its only asset is its investment in CEPS, a company which is subject to these receivership proceedings.

Secured Liabilities

CEPS

39. Pursuant to a search under the *Personal Property Security Act* (Ontario) and *Personal Property Security Act* (British Columbia) (together, the “**CEPS PPSAs**”) conducted by the Receiver on October 17, 2022, the following creditors have registered financing statements against CEPS:

Ontario

Registration Date	Creditor	Collateral Classification
January 28, 2015	The Toronto-Dominion Bank	Inventory, Equipment, Accounts, Other, Motor Vehicle
January 28, 2015	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle
January 28, 2015	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle
January 28, 2015	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle
July 28, 2015	The Toronto-Dominion Bank	Equipment, Other
July 6, 2016	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle
February 6, 2020	TD Equipment Finance Canada Inc.	Equipment
November 18, 2020	CWB National Leasing Inc.	Equipment
May 25, 2021	North American Lighting, Inc.	Equipment, Accounts, Other
January 24, 2022	Meridian Onecap Credit Corp	Equipment, Other

British Columbia

Registration Date	Creditor	Collateral Classification
February 2, 2015	Business Development Bank of Canada	All of the present and after-acquired personal property of the debtor.
July 7, 2016	Business Development Bank of Canada	All of the present and after-acquired personal property of the debtor.
December 20, 2021	The Toronto-Dominion Bank	All of the present and after-acquired personal property of the debtor.

40. Copies of the CEPS PPSAs searches are attached hereto as **Appendices “G”** and **“H”**, respectively.

41. The Companies have no operations and connection to British Columbia other than being the jurisdiction of formation for each.

The Toronto-Dominion Bank

42. TD Bank is CEPS senior secured creditor and has provided CEPS with a revolving line of credit, term loans on specific pieces of equipment and various credit card facilities. The Receiver has been advised by TD Bank that the amounts owing to TD Bank as of November 10, 2022 were \$3,841,406.42 and US\$248,056.72 plus accruing interest for a total of \$4,176,282.99CDN (the “**TD Bank Debt**”). This amount includes legal fees of \$41,281.77. CEPS provided a general security agreement in favour of TD Bank as

security for the TD Bank Debt. Both SGM and PWH guaranteed the TD Bank Debt and, as security for the guarantee, provided general security agreements in favour of TD Bank. SGM also granted a charge/mortgage in favour of TD Bank, registered on title to the Real Property in the principal amount of \$2,500,000 on September 1, 2022 under Instrument Number CE1099384. This charge/mortgage is subordinate to BDC's Secured Mortgage (as defined below).

43. The Receiver engaged its independent legal counsel, A&B, to provide an independent legal opinion in respect of the validity and enforceability of TD Bank's security in respect of the Companies (the "**TD Security Opinion**"). Subject to the standard assumptions and qualifications contained in the opinion, A&B is of the opinion that TD Bank's security is valid and enforceable in accordance with its terms as against (i) the personal property of the Companies in Ontario and (ii) the Real Property.³

Business Development Bank of Canada

44. BDC provided CEPS with several term facilities. The Receiver has been advised by counsel for BDC that the amount owing to BDC as of November 14, 2022 was \$1,327,104.61 plus accruing interest (the "**CEPS BDC Debt**"). The CEPS BDC Debt is secured by a general security agreement in favour of BDC. SGM guaranteed certain loans in connection with the CEPS BDC Debt, which guarantees are secured by a general security agreement in favour of BDC. SGM also granted a charge/mortgage in favour of BDC, registered on title to the Real Property in the principal amount of \$2,500,000 on September 28, 2020 under Instrument Number CE965703 ("**BDC's Secured Mortgage**"). BDC's Secured Mortgage is registered first on the Real Property.

45. As noted above, the Receiver engaged A&B to provide an independent legal opinion in respect of the validity and enforceability of BDC's security in respect of the Companies (the "**BDC Security Opinion**"). Subject to the standard assumptions and qualifications contained in the opinion, A&B is of the opinion that BDC's security is valid and enforceable in accordance with its terms as against (i) the personal property of the Companies in Ontario and (ii) the Real Property.⁴

46. TD Bank and BDC are also parties to a priority agreement dated January 30, 2015 (the "**Priority Agreement**") pursuant to which BDC has subordinated its security interest over CEPS inventory, accounts receivable and certain PMSI equipment. TD Bank has subordinated its security in favour of BDC over all of CEPS other personal property.

Other Secured Creditors

47. As set out in the chart above, there are a few other secured creditors, other than TD Bank and BDC, who have registered financing statements.

³ A copy of the TD Security Opinion in respect of TD Bank's security is available to the Court upon request.

⁴ A copy of the BDC Security Opinion in respect of BDC's security is available to the Court upon request.

48. CWB National Leasing Inc. (“**CWB**”) has provided CEPS with a capital lease in respect of a piece of equipment which CEPS uses in its ongoing operations (the “**CWB Equipment**”). The Receiver understands, based on A&B’s review, that CWB has a properly perfected purchase-money security interest in respect of the CWB Equipment. CWB have advised that the buy-out amount is US\$182,994.82, including HST, as of November 10, 2022. The Equipment Appraisal estimated a range of values of \$200,000 to \$240,000CDN with respect to the CWB Equipment.

49. The CWB Equipment will be included in the Business Assets. Accordingly, as part of the Transaction the Receiver will payout the balance owing to CWB and the CWB Equipment will be vested to the Purchasers.

50. North American Lighting, Inc. (“**NAL**”) is a customer of the Proper Group of Companies. CEPS machined tools and moulds for NAL on behalf of the Proper Group of Companies. Management has advised the Receiver that NAL registered under the PPSA to ensure that it would have security over any tools or moulds being manufactured for them on behalf of the Proper Group of Companies. CEPS is not currently producing any tools or moulds for NAL and accordingly no amount is owing under NAL’s security.

51. Meridian Onecap Credit Corp. (“**Meridian**”) financed CEPS acquisition of its product design and manufacturing software (the “**Software**”). The Receiver understands the balance owing by CEPS to Meridian under its financing contract is approximately \$90,000. The Software is an excluded asset under the Purchase Agreement and, therefore, the Receiver will be returning the Software equipment to Meridian upon the completion of the Transaction.

SGM

52. Pursuant to a search under the *Personal Property Security Act* (Ontario) and *Personal Property Security Act* (British Columbia) (together, the “**SGM PPSAs**”) conducted by the Receiver on October 17, 2022, the following creditors have registered financing statements against CEPS:

Ontario

Registration Date	Creditor	Collateral Classification
July 6, 2016	Business Development Bank of Canada	Accounts, Other
July 6, 2016	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle
November 3, 2016	The Toronto-Dominion Bank	Inventory, Equipment, Accounts, Other, Motor Vehicle
July 19, 2022	The Toronto-Dominion Bank	Accounts, Other

British Columbia

Registration Date	Creditor	Collateral Classification
July 7, 2016	The Toronto-Dominion Bank	All of the present and after-acquired personal property of the debtor.
December 20, 2021	Business Development Bank of Canada	All of the present and after-acquired personal property of the debtor.

53. Copies of the SGM PPSAs searches are attached hereto as **Appendices “I”** and **“J”**, respectively.

The Toronto-Dominion Bank

54. As noted above, SGM guaranteed the TD Bank Debt of CEPS and, as security for the guarantee, provided a general security agreement in favour of TD Bank as well as a mortgage in the amount of \$2,500,000 on the Real Property. The PPSA registrations were made in connection with TD Bank's security interest.

Business Development Bank of Canada

55. BDC provided SGM with several term facilities. The Receiver has been advised by counsel for BDC that the amount owing to BDC as of November 14, 2022 was \$1,747,570.75 plus accruing interest (the "**SGM BDC Debt**"). The SGM BDC Debt is secured by a general security agreement in favour of BDC. Both CEPS and PWH guaranteed certain loans in connection with the SGM BDC Debt, which guarantees are secured by general security agreements in favour of BDC. As noted above, SGM also granted BDC's Secured Mortgage which constitutes a first ranking charge on the Real Property.

PWH

56. Pursuant to a search under the *Personal Property Security Act* (Ontario) and *Personal Property Security Act* (British Columbia) (together, the "**PWH PPSAs**") conducted by the Receiver on October 17, 2022, the following creditors have registered financing statements against CEPS:

Ontario

Registration Date	Creditor	Collateral Classification
January 28, 2015	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle
January 28, 2015	Business Development Bank of Canada	Accounts, Other
January 28, 2015	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle
January 28, 2015	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle
January 28, 2015	The Toronto-Dominion Bank	Inventory, Equipment, Accounts, Other, Motor Vehicle

British Columbia

Registration Date	Creditor	Collateral Classification
December 30, 2021	The Toronto-Dominion Bank	All of the present and after-acquired personal property of the debtor.
January 30, 2015	Business Development Bank of Canada	All of the present and after-acquired personal property of the debtor.

57. Copies of the PWH PPSAs searches are attached hereto as **Appendices "K"** and **"L"**, respectively.

The Toronto-Dominion Bank

58. As noted above, PWH guaranteed the TD Bank Debt of CEPS and, as security for the guarantee, provided a general security agreement in favour of TD Bank. Accordingly, TD Bank perfected its security interest by registering under the PPSAs.

Business Development Bank of Canada

59. As noted above, PWH guaranteed certain loans in connection with the SGM BDC Debt, which guarantee is secured by a general security agreement in favour of BDC. Accordingly, BDC perfected its security interest by registering under the PPSAs.

Canada Revenue Agency

CEPS

60. CEPS is indebted to the CRA in the amount of \$125,803.15 as of November 3, 2022 in respect of unpaid corporate income tax. This debt is unsecured.

SGM

61. SGM is indebted to the CRA in the amount of \$56,900.77 as of November 3, 2022 in respect of Harmonized Sales Tax (“HST”), of which \$54,558.57 represents a deemed trust that ranks in priority to the claims, secured or otherwise, of all creditors.

PWH

62. It is the Receiver’s understanding that PWH is not indebted to the CRA.

Unsecured Liabilities

63. CEPS unsecured creditors are owed approximately \$5.3 million. Management has advised the Receiver that CEPS has not been making payments towards its outstanding accounts payable due to the lack of available cash flow from operations and the non-collection of the large accounts receivable owing by the Proper Group of Companies.

64. The Receiver is not aware of any material unsecured creditors for SGM or PWH.

VII. ESTIMATED SECURITY DEFICIENCY OF SECURED CREDITORS IN A FORCED LIQUIDATION

CEPS

65. Set out below is the Receiver’s estimate of the security deficiency of the secured creditors against the assets of CEPS, calculated on the assumption of an immediate shut down of the business and forced liquidation:

Estimated Security Deficiency of Secured Creditors	
Total Estimated FLV of Assets (see schedule above)	\$ 3,557,200
Less: Deemed Trusts and Secured Claims	
Deemed Trust - Employee Wages (BIA s. 81.4)	(140,000) *
TD Bank indebtedness	(4,176,283)
BDC Indebtedness	(1,327,105)
CWB National Leasing indebtedness	(247,043) **
CRA Deemed Trust	nil
Estimated Security Deficiency of Secured Creditors	\$ (2,333,231)
* Estimated Deemed Trust amount based on assumption of 70 terminated employees at \$2,000 per employee.	
** Converted to CDN using exchange rate of 1.35.	

SGM

66. Set out below is the Receiver's estimate of the security deficiency of the secured creditors as against the Real Property owned by SGM, calculated based on the 'forced sales value' set out in the Real Property Appraisal:

SGM Real Estate Holdings ULC Estimated Security Deficiency of Secured Creditors	
Appraised value of Premises	\$ 3,500,000
Less: Disposition costs (estimated at 6% of FLV)	(210,000)
Estimated net FLV	<u>3,290,000</u>
Less: Deemed Trusts and Secured Claims	
Realty Tax Arrears	(10,943)
BDC Indebtedness	(1,747,571)
Estimated Security Deficiency - CEPS (see schedule above)	(2,333,231)
CRA Deemed Trust - HST	(54,559)
Estimated Security Deficiency of Secured Creditors	\$ (856,303)

PWH

67. As set out above, both TD Bank and BDC have valid and enforceable security over the assets of PWH. The only material asset of PWH is its ownership interest in CEPS. Therefore, PWH has no realizable assets.

VIII. CASH FLOW FORECAST

68. Prior to the issuance of the Amended Appointment Order, Management prepared, at the Receiver's request, a cash flow forecast on a weekly basis for a period of 12 weeks (the "**Cash Flow Forecast**"), a copy of which has been reformatted by the Receiver and is attached hereto as **Appendix "M"**. The purpose of the Cash Flow Forecast was to assist the Receiver in determining if it might continue the operations of CEPS.

69. The Receiver has the following comments and observations in relation to the Cash Flow Forecast:

- a. Accounts receivable collections are forecast at approximately \$1.9 million over the 12-week period from pre-receivership receivables. The Receiver cautions that it is unlikely Management's forecast would be achieved because customers were likely to suspend payments as they became aware of the receivership.
- b. Post-receivership invoicing is forecast to be immaterial. No collections were anticipated from any post-receivership invoicing during the Cash Flow Forecast period.
- c. Expenses are forecast at approximately \$1.2 million over the 12-week period or roughly \$100,000 per week, the majority of which is payroll and related benefits. As the post receivership invoicing is forecast to be immaterial, the security position of TD Bank over the accounts receivable is forecast to decrease by approximately \$1.2 million over the 12-week forecast period.
- d. The cash balance at the end of the 12-week period was forecasted to increase to \$523,666. The Receiver cautions that it was unlikely Management's forecasted cash balance would be achieved for the reasons already indicated.

70. Accordingly, and particularly with consideration to the forecast decrease in the security position of TD Bank, the Receiver was preparing for a wind down and liquidation of the Companies' assets prior to entering into negotiations with the Purchasers.

IX. FORCED LIQUIDATION VS. SALE AS GOING CONCERN CONSIDERATIONS

71. Prior to the date of the Amended Appointment Order, the Receiver considered whether, upon the issuance of the Amended Appointment Order, it would shut down the business operations of CEPS or whether it would continue operations to preserve any potential goodwill value.

72. In consultation with TD Bank and BDC, the Receiver decided to continue to operate the business of CEPS in the ordinary course subsequent to the date of the Amended Appointment Order on a week-to-week basis. Its reasons for doing so are set out below:

- a. As mentioned above, the Receiver was in the process of negotiating and finalizing a sale transaction with the Purchasers who, in the Receiver's opinion, were proceeding with their negotiations and due diligence in good faith. The Purchasers advised that their interest was conditional on the business remaining operational and completing the execution of a purchase

agreement forthwith. The Purchasers were also familiar with Management and CEPS operations. Accordingly, the Receiver was confident that negotiations would be completed in a short period of time;

- b. As a term of the LOI, the Purchasers were required to pay to the Receiver, in advance, a reimbursement deposit in the amount of \$110,000, representing one week of operating costs, to provide the Purchasers with a week to complete their due diligence. The Receiver was entitled to keep this reimbursement deposit in the event the Receiver and Purchasers did not execute a purchase agreement;
- c. The Purchasers advised the Receiver that they required the operations to continue as a condition to the Purchase Agreement;
- d. The purchase price being negotiated with the Purchasers was substantially higher than the FLV for the Property;
- e. TD Bank agreed to provide \$200,000 of funding under the Receiver's Borrowing Charge so that the Receiver could continue the operations of CEPS while it advanced negotiations with the Purchasers to formalize the Transaction; and
- f. BDC was supportive of the Receiver advancing discussions with the Purchasers as the anticipated purchase price would result in the payment in full of the BDC Debt.

73. Had it not been for the matters set out above, the Receiver would have shut down the operations of CEPS immediately upon its appointment under the Amended Appointment Order and proceeded with a forced liquidation.

X. PRE-APPOINTMENT SALES PROCESS:

74. The Receiver has been advised by the Shareholders that prior to the Interim Appointment Order, the Proper Group of Companies, including CEPS had been marketed for sale with the assistance of Riveron since February 2022. The Shareholders had advised the Receiver that seven offers were presented to the management of the Proper Group of Companies and the US lenders. These offers ranged from the entire Proper Group of Companies, including CEPS, to only one of the US manufacturing plants. No offers were received for CEPS on a standalone basis. A letter of intent was signed with one prospect in July 2022 that included CEPS. In September 2022, this prospect confirmed that they were no longer interested in the entire Proper Group of Companies and instead interested in only one US manufacturing plant.

75. Following this, the Shareholders began marketing CEPS on a standalone basis. The Shareholders advised that discussions were held with seven prospects, including the Purchasers. All prospects signed non-disclosure agreements, inspected the assets and the Real Property, and were provided access to a virtual data room which contained operational and financial information.

76. The Shareholders advised the Receiver that only two of these prospects expressed continuing interest in CEPS, one being the Purchasers and the other being a US based prospect.

77. The Receiver held a telephone call with the US based prospect on October 19, 2022. The Receiver requested that they provide a letter of intent forthwith since the Receiver would be making a decision to carry on or terminate the business operations within the next few days. This prospect did not communicate any further interest with the Receiver.

78. In the Receiver's opinion, the option to continue the business in the ordinary course and run an open-ended sales process, which would likely last for between 45 and 60 days, was not feasible with consideration to the earlier discussion of the Cash Flow Forecast.

XI. PROPOSED SALE TRANSACTION

Terms of the Purchase Agreement

79. The salient terms of the Purchase Agreement are set out below:

- a. The purchase price is \$8.6 million and will be paid in cash on closing;
- b. The Purchasers have provided the Receiver with a cash deposit of \$1.3 million;
- c. Purchased Assets (as defined in the Purchase Agreement) include, among other things, CEPS accounts receivable, WIP inventory, shop tools, vehicles, machinery and equipment as well as the Real Property;
- d. The purchase price will be adjusted downward dollar-for-dollar for any accounts receivable collected by either CEPS or the Receiver from October 16, 2022 to the closing of the Transaction;
- e. The purchase price will be adjusted upward dollar-for-dollar for any invoices issued by CEPS from October 16, 2022 to the closing of the Transaction;
- f. The Purchasers are purchasing the Purchased Assets on an "as is, where is" basis and the Receiver is providing no representations or warranties in respect of these assets, as is typical for transactions of this nature; and
- g. The Purchase Agreement is conditional only upon this Court approving the Transaction and vesting in the Purchasers each of CEPS and SGM's right, title and interest in and to the applicable Purchased Assets free and clear of any and all encumbrances on or prior to November 25, 2022.

80. A copy of the Purchase Agreement is attached hereto as **Appendix "N"**.

Court Approval

81. In accordance with paragraph 4(k) of the Amended Appointment Order, the Receiver is not permitted to sell any of the Property if the aggregate consideration exceeds \$500,000. Accordingly, the Receiver requires Court approval to complete the Transaction.

82. The Receiver believes that the Transaction contemplated by the Purchase Agreement is fair and reasonable for the following reasons:

- a. The quantum of the purchase price is significantly higher than the FLV of the Property as a whole;
- b. The Purchased Assets had been actively marketed through the Proper Sales Process which did not yield any material interest from prospective purchasers in the Companies. The Receiver does not believe that a further marketing process would result in a transaction more beneficial to the stakeholders than the one contemplated by the Purchase Agreement;
- c. In the event of a shut down and forced liquidation, significant disposition costs, including selling commission, would be incurred further decreasing the realizable value of the Property. There are no selling costs or expenses reducing the purchase price set out in the Purchase Agreement;
- d. The Purchasers have provided a non-refundable deposit to the Receiver in the amount of approximately 15% of the purchase price;
- e. The Purchase Agreement is conditional only upon the Court's approval of the Transaction and vesting in the Purchasers the Purchased Assets free and clear of any and all encumbrances;
- f. The Purchasers intend to complete the existing work-in-process thereby mitigating potential damages to customers;
- g. The Purchasers intend to continue to employ the majority of CEPS existing employees. In a shut down and forced liquidation scenario, these employees would be terminated;
- h. The Purchase Agreement contemplates that the Purchasers shall purchase the Purchased Assets on an "as is, where is" basis and that the Receiver is providing no representations or warranties in respect of the Purchased Assets;
- i. Subject to obtaining Court approval, the Receiver anticipates closing the Transaction forthwith after Court approval, which reduces the inherent risks associated with remaining in possession and control of the Property; and
- j. The sale proceeds generated from the Transaction will likely result in a full payout of the secured claims of BDC, since its security ranks in priority to TD Bank over the Real Property. It is not possible at this time to determine if TD Bank is likely to be paid in full, largely due to the

uncertainty as to the final operating costs and other matters to be determined following closing of the Transaction.

83. For the reasons stated above, the Receiver believes that the Transaction, as contemplated in the Purchase Agreement, is fair and reasonable and represents the highest and best realization for the Purchased Assets in the circumstances.

84. The Receiver has discussed the terms of the Transaction with the Companies largest secured creditors, TD Bank and BDC, and has been advised by both that they support the Receiver's recommendation with respect to completing the Transaction.

85. Accordingly, the Receiver recommends that this Court approve the Transaction as contemplated by the Purchase Agreement, authorize completion of the Transaction, and grant an Order vesting title of the Purchased Assets in and to the Purchasers.

XII. FUNDING OF THE RECEIVERSHIP

86. In accordance with paragraph 22 of the Amended Appointment Order, the Receiver is at liberty and empowered to borrow by way of revolving credit facilities or otherwise such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal does not exceed \$500,000. Any such borrowings are to be secured by way of the Receiver's Borrowings Charge (as defined in the Amended Appointment Order). The Receiver's Borrowings Charge ranks ahead of all other interests in favour of any other Person other than the BDC Security and the Receiver's Borrowings Charge.

87. To date, the Receiver has borrowed \$200,000 from TD Bank under a Receiver's Certificate (as defined in the Amended Appointment Order) to fund certain costs and expenses of the receivership administration. Attached hereto as **Appendix "O"** is a copy of the Receiver's Certificate issued to TD Bank dated October 21, 2022.

XIII. RECEIVER'S AND ITS COUNSEL'S ACCOUNTS

88. Pursuant to paragraph 19 of the Amended Appointment Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver and the fees and disbursements of the Receiver's legal counsel, A&B, constitute part of the "Receiver's Charge". The fees and disbursements of the Receiver for the period to November 9, 2022 are detailed in the affidavit of Joe Albert, a copy of which is attached as **Appendix "P"**. The fees and disbursements of A&B for the period to November 9, 2022 are detailed in the affidavit of Jonathan Yantzi, a copy of which is attached as **Appendix "Q"**.

89. The Receiver's fees encompass 375.1 hours at an average hourly rate of approximately \$389.28 for a total of \$146,017.50 and applicable taxes. The Receiver is therefore requesting that this Court approve total fees inclusive of applicable taxes in the amount of \$164,999.79.

90. A&B's fees encompass 139.6 hours at an average hourly rate of approximately \$443.79 for a total of \$61,953.00 prior to disbursements of \$693.25 and applicable taxes. The Receiver is therefore requesting that this Court approve A&B's total fees and disbursements inclusive of applicable taxes in the amount of \$70,758.35.

91. The Receiver is of the view that the hourly rates charged by A&B are consistent with the rates charged by corporate law firms practising in the area of insolvency in the Toronto market and that the fees charged are reasonable and appropriate in the circumstances.

XIV. RECEIVER'S PROPOSED DISTRIBUTION

92. The Receiver proposes the following distribution of the sale proceeds from the Transaction:

- a. Payment of the amount due on closing for any realty taxes owing on the Real Property as at the closing date;
 - b. Payment of the charges due under the Amended Appointment Order as follows:
 - i. the amount of \$200,000 due under Receiver's Certificate to TD Bank plus accrued interest; and
 - ii. the unpaid fees of the Receiver and its counsel, A&B, as approved by this Court.
 - c. Payment of the sums due to the CRA in priority as follows (the "**CRA Trust Payment**"):ol style="list-style-type: none;"> - i. SGM: HST deemed trust in the sum of \$54,558.57 as of November 3, 2022.
- d. Payment of the amounts due to the Companies' secured creditors as follows (collectively with the CRA Trust Payment, the "**Interim Distributions**"):ol style="list-style-type: none;">- i. BDC in an amount up to \$1,327,104.61 on account of the CEPS BDC Debt and \$1,747,570.75 on account of the SGM BDC Debt and \$48,151.97 on account of legal fees, plus accruing interest, and which amounts may be adjusted at the Receiver's discretion on receiving updated loan amounts from BDC;
- ii. TD Bank in an amount up to \$3,841,406.42 and US\$248,056.72 respectively, plus accruing interest, and which amounts may be adjusted at the Receiver's discretion on receiving updated loan amounts from TD Bank; and
- iii. CWB in the amount of US\$182,994.82 plus accruing interest, and which amount may be adjusted at the Receiver's discretion on receiving updated loan amounts from CWB.

XV. RECEIVER'S CONCLUSION AND RECOMMENDATION

93. Based on the foregoing, the Receiver respectfully submits this First Report to the Court in support of the Receiver's motion for an Order:

- a. approving this First Report and the Receiver's activities as outlined herein;
- b. authorizing and directing the Receiver to complete the Transaction as contemplated by the Purchase Agreement, with such minor amendments as the Receiver may deem necessary or appropriate;
- c. vesting the Purchased Assets in the Purchasers free and clear of all encumbrances pursuant to approval and vesting orders in a form consistent with the one approved by the Commercial List User's Committee of the Ontario Superior Court of Justice, to be effective upon the Receiver filing the Receiver's Certificate attached thereto;
- d. distributing the amounts as proposed in this First Report following the closing of the Transaction; and
- e. approving the fees and disbursements of the Receiver and its counsel, A&B, as outlined herein.

All of which is respectfully submitted this 14th day of November 2022

**ALBERT GELMAN INC., solely in its
capacity as Court-Appointed Receiver
of each of the Companies, and not in
any other capacity**



Per: _____

Joe Albert, CPA, CIRP, LIT

TAB A

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

THE HONOURABLE MADAM) FRIDAY, THE 21st
)
JUSTICE KIMMEL) DAY OF OCTOBER, 2022
)

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

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

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

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Albert Gelman Inc. as receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties of the Respondents (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including the real property municipally known as 3230

Moynahan Street Oldcastle, Ontario (the “**Real Property**”) was heard this day at 330 University Avenue, Toronto, via videoconference.

ON READING the affidavit of Kathryn Furfaro sworn October 7, 2022 and the Exhibits thereto on hearing the submissions of counsel for the Applicant, the Respondents, Business Development Bank of Canada and the other parties listed on the Counsel Slip, no one else appearing, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

AMENDED AND RESTATED ORDER

1. **THIS COURT ORDERS** that this Amended and Restated Order amends and restates the Order of this Court made in these proceedings on October 12, 2022.

SERVICE

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

APPOINTMENT

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

RECEIVER’S POWERS

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

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

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

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

save and except any part or parts of the Property in which Business Development Bank of Canada (“**BDC**”) has a security interest or charge in priority to any security interest or charge of the Applicant (a “**BDC Prior Charge**”) unless either, (i) BDC has provided its written consent to such sale, transfer, lease or assignment, or (ii) all amounts owing to BDC and secured under the BDC Prior Charge would be paid in full from the proceeds of such sale, transfer, lease or assignment, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property, save and except any part or parts of the Property subject to a BDC Prior Charge unless either, (i) BDC has provided its written consent to the making of the vesting order, or (ii) all amounts owing to BDC and secured under the BDC Prior Charge would be paid in full from the proceeds of such conveyance;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the

receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons

acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including

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

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, 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

15. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated,

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to

the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the BDC Prior Charge and subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for

substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL <https://www.albertgelman.com/corporate-solutions/other-engagements/>.

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

28. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

29. **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.

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

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 Applicant from the Debtors' 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.

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



Digitally signed by Jessica
Kimmel
Date: 2022.10.21 11:57:58 -04'00'

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of Cutting Edge Precision Services ULC, Proper Windsor Holdings ULC and SGM Real Estate Holdings ULC (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including the real property municipally known as 3230 Moynahan Street, Oldcastle, Ontario, and all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 21st day of October, 2022 (the "**Order**") made in an application having Court file number CV-22-00688427-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 202__.

ALBERT GELMAN INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

THE TORONTO-DOMINION BANK
Applicant

-and-

CUTTING EDGE PRECISION SERVICES ULC *et al*
Respondents

Court File No. CV-22-00688427-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(appointing Receiver)

KESTENBERG SIEGAL LIPKUS LLP
65 Granby Street
Toronto Ontario M5B 1H8

Thomas M. Slahta (LSO #32464U)
Tel: (416) 597-0000 (ext. 105)
E-mail: tslahta@ksllaw.com

Lawyers for The Toronto-Dominion Bank

TAB B

ON READING the affidavit of Kathryn Furfaro sworn October 7, 2022 and the Exhibits thereto on hearing the submissions of counsel for the Applicant, the Respondents, Business Development Bank of Canada (“**BDC**”) and the other parties listed on the Counsel Slip, no one else appearing, and on reading the consent of AGI to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, AGI is hereby appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, save and except the assets, undertakings and properties of the Debtors in respect of which BDC has a security interest or charge in priority to the Applicant (the “**Property**”).

3. **THIS COURT ORDERS** that the application for the appointment of receiver of all of the assets, undertakings and properties of the Debtors is returnable on October 21, 2022. This order is without prejudice to the rights of the Applicant and BDC with respect to the hearing of such application.

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that the Receiver shall not operate the Debtors’ business or take possession or control of the Property pending further Order of the Court.

5. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take an inventory of the Property;
- (b) to appraise all or any of the Property;
- (c) to monitor the Debtors' business and receipts and disbursements, including, without limitation, the right to access all information relating to the Debtors' accounts or finance activities at any financial institution;
- (d) to establish a dataroom of documents of the Debtors;
- (e) to engage consultants, appraisers, agents, 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;
- (f) 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;
- (g) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

6. **THIS COURT ORDERS** that the Debtors shall not: (a) make any payments or disbursements outside the ordinary course of the Debtors' day to day business; and (b) produce or supply goods or services on credit to Proper Tooling, LLC, Proper Group International LLC, or any party affiliated or related to such companies, without the prior written consent of the Receiver.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

8. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting,

computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 8 or in paragraph 9 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.

9. **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.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

11. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court. The foregoing paragraph does not apply with respect to the rights of BDC in the assets, undertakings and properties of the Debtors in respect of which BDC has a security interest or charge in priority to the Applicant

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

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

CONTINUATION OF SERVICES

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

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors. 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*.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require or deem the Receiver to be in occupation or 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 their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

SERVICE AND NOTICE

20. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL <https://www.albertgelman.com/corporate-solutions/other-engagements/>.

21. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide 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, facsimile transmission or electronic transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or

distribution by courier, personal delivery, facsimile transmission or electronic 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.

22. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

23. **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.

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

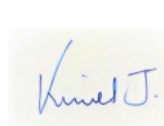
25. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

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

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

28. **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.

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



Digitally signed
by Jessica Kimmel
Date: 2022.10.12
16:00:28 -04'00'

THE TORONTO-DOMINION BANK
Applicant

-and-

CUTTING EDGE PRECISION SERVICES ULC *et al*
Respondents

Court File No. CV-22-00688427-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

INTERIM ORDER
(appointing Receiver)

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Sam Rappos (LSO #51399S)

Tel: (416) 218-1137

E-mail: samr@chaitons.com

Lawyers for the Applicant,
The Toronto-Dominion Bank

TAB C

October 25, 2022

ALBERT GELMAN INC.,

in its capacity as Receiver of the property, assets and undertaking of
Cutting Edge Precision Services ULC,
Proper Windsor Holdings ULC, and
SGM Real Estate Holdings ULC

RE: LETTER OF INTENT – CUTTING EDGE PRECISION SERVICES ULC and SGM REAL ESTATE HOLDINGS ULC

Arlen Tool Co. Ltd. (“**Arlen**”), Arlen Tool Co. Ltd., in trust for a corporation to be incorporated (“**Arlen NewCo**”), and 3305 Deziel Inc. (“**DezielCo**”, and collectively with Arlen and Arlen NewCo, the “**Purchasers**”) are interested in entering into sale transaction whereby the Purchasers would acquire from Albert Gelman Inc. (in such capacity, the “**Receiver**”), in its capacity as Court-appointed Receiver of assets of Cutting Edge Precision Services ULC (“**Cutting Edge**”), Proper Windsor Holdings ULC (“**Proper Windsor**”), and SGM Real Estate Holdings ULC (“**SGM**” and collectively with Cutting Edge and Proper Windsor, the “**Debtors**”) certain assets of the Debtors as more particularly set out herein.

The following sets forth the key elements of an asset purchase proposal which, if accepted, will form the basis upon which respective legal representatives of the Receiver and the Debtors will prepare and finalize a definitive asset purchase agreement (the “**Purchase Agreement**”) between the Purchasers and the Receiver, without personal liability. Other than as expressly stated herein, this letter is not contractual in nature, notwithstanding the signature of the parties hereto, and reflects only the intention to proceed toward the negotiation of a Purchase Agreement.

1. **Acquisition.** It is the intention of the parties to enter into the Purchase Agreement whereby the Purchasers would acquire from the Receiver certain assets of the Debtors (collectively, the “**Purchased Assets**”) set out below:

- (a) the machinery and equipment, dies, tooling, fixtures, gauges, drawings, approved samples and supplies of Cutting Edge used in connection with Cutting Edge’s business, including, but not limited to, the assets described and listed in Schedule “A” and the right to assume the unexpired term and any interest of Cutting Edge in the leased equipment of Cutting Edge (the “**Equipment**”), the Equipment listed in Schedule “A” shall be included in the Vesting Order to be obtained by the Receiver and be transferred to the Purchasers free and clear of any encumbrance;
- (b) the inventories and work in process used in the business of Cutting Edge, including, but not limited to, those items set out in Schedule “B”;
- (c) the chattels and office furniture of Cutting Edge used in connection with Cutting Edge’s business;
- (d) all accounts receivable and work in process of Cutting Edge;
- (e) all prepaid deposits and other receivables of whatsoever nature and form;

- (f) to the extent permitted, any insurance policies issued by the Economic Development Corporation of Canada (“**EDC**”) in favour of Cutting Edge;
- (g) the client files, client lists, customer lists and files, supplier lists and other intangible property of the business of Cutting Edge (the “**Goodwill**”);
- (h) the real property, together with the buildings, structures, improvements, fixtures and appurtenances situated thereon owned by SGM at the property municipally known as 3230 Moynahan Street, Oldcastle, ON (the “**Real Property**”);
- (i) any and all motor vehicles owned by the Debtors (the “**Vehicles**”);
- (j) any intellectual property owned by Cutting Edge, including business or trade names;
- (k) the right to access the bank accounts of Cutting Edge for the purpose of depositing any amounts received as a result of the purchase accounts receivable and transferring such amounts to the Purchasers or other suitable arrangements to be agreed between the Purchasers and the Receiver; and
- (l) any and all other assets and undertakings of Cutting Edge.

The Purchased Assets shall not include any entitlement to the shares of the Debtors, cash or cash equivalents, deposits, claims or insurance other than the EDC insurance, or existing insurance claims under any of the Debtor’s insurance policies. The Purchasers will not assume and will not be liable for any liabilities or obligations of the Debtors, including but not limited to, any obligations and liabilities under any contracts and in respect of employees who are not transferred to the Purchasers.

The Purchased Assets shall be allocated among the Purchasers as follows:

<u>Purchased Assets</u>	<u>Purchaser</u>
Real Property	3305 Deziel Inc.
Equipment and Vehicles	Arlen Tool Co. Ltd.
Balance of Purchased Assets	Arlen Tool Co. Ltd., in trust for a corporation to be incorporated

2. **Purchase Agreement.** The Purchase Agreement will embody the usual terms and conditions contained in an agreement of a transaction of this nature and which agreement, among other matters, shall contain the following terms and conditions:

- (a) The purchase price shall be the sum of Eight Million Six Hundred Thousand (\$8,600,000.00) Dollars (the “**Purchase Price**”) and shall be paid and satisfied by the Purchasers as follows:

- (i) On or before the execution of this Letter of Intent, the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) shall be paid to counsel to the Purchaser, in trust, as a deposit against the Purchase Price (the “**Deposit**”). The Deposit shall be paid to the Receiver, in trust, upon execution of the Purchase Agreement. Prior to the Closing Date, if the Purchasers elect to terminate this Letter of Intent or do not waive their conditions in the Purchase Agreement, the Deposit shall be returned to the Purchasers in full; provided that, in the event that the Purchasers elect to terminate this Letter of Intent, or the Purchase Agreement, if executed, after 5:00 PM on October 28th, 2022, the Purchasers shall pay the costs of carrying on the business of Cutting Edge in the ordinary course for the period from October 29th, 2022 to and including November 4th, 2022 to a maximum of One Hundred Ten Thousand Dollars (\$110,000) (the “**Forfeit Amount**”). The Purchasers shall cause the Forfeit Amount to be paid to the Receiver, in trust, before 4:00 p.m. on Friday, October 28, 2022. The Forfeit Amount shall be applied toward the Purchase Price on the Closing Date;
 - (ii) the balance of the Purchase Price will be paid by means of wire transfer of immediately available funds on the Closing Date.
- (b) The Purchase Price shall be allocated as agreed by the Purchasers and the Receiver.
- (c) The Purchase Price shall be reduced by the amount of accounts receivable (the “**Pre-Closing Accounts Receivable**”) collected by the Receiver or the Debtors for the period between October 16th, 2022 to the Closing Date (the “**Adjustment**”). The Adjustment shall only apply if the Pre-Closing Accounts Receivable collected exceeds \$50,000, upon which the Adjustment applies to all such Pre-Closing Accounts Receivable collected from the first dollar.
- (d) The Purchase Price shall be increased by the amount of any accounts receivable arising from invoices dated October 16th, 2022 or later, up to the Closing Date.
- (d) The parties shall make representations and warranties and other covenants customary in transactions where a purchaser is purchasing assets in a receivership and as may be acceptable to the parties, including the following representations by the Receiver:
 - (i) it has been duly appointed as Receiver of the Debtors by a court of competent jurisdiction and has not been discharged;
 - (ii) the Receiver has good and sufficient power, authority and right to enter into and deliver the Purchase Agreement and to complete the transactions to be completed by the Receiver; and
 - (iii) the Receiver has not encumbered or sold any of the Purchased Assets; and
- (e) The Purchasers shall purchase the assets from the Receiver on an “as is, where is” and “*without recourse*” basis.

- (f) The Purchasers shall offer employment to certain employees of Cutting Edge to be determined by the Purchasers in their sole and absolute discretion.

3. **Conditions Precedent.** The proposed transaction is subject to and conditional upon the following:

- (a) The successful negotiation and completion of a Purchase Agreement;
- (b) DezielCo satisfying itself in its sole and absolute discretion, on or before November 3, 2022, that it is able to obtain suitable mortgage financing for the Real Property following the Closing Date;
- (c) The Purchasers shall have satisfied themselves in their sole and absolute discretion that the mutual customers and suppliers of the Purchasers and Cutting Edge will not adversely alter their business relationships with the Purchasers as a result of the transactions contemplated herein;
- (d) The Receiver shall have caused the business of Cutting Edge to continue in the ordinary course up to and including the Closing Date at the expense of the Receiver, save and except in accordance with Section 2.1(a)(i); and
- (e) The Receiver shall convey to the Purchasers the Purchased Assets free and clear of all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever save and except those expressly agreed to by the Purchasers.

Any condition inserted for the benefit of the Purchasers may be waived by the Purchasers prior to closing.

4. **Information and Access.** For the period from now until execution and delivery of the Purchase Agreement or the sooner termination of this letter as provided herein, the Purchasers shall conduct an acquisition study. During this time, the Receiver shall provide to the Purchasers and their counsel, accountants, and other representatives access during normal business hours to all books and records with respect to the affairs of Cutting Edge as the Purchasers may reasonably request, including any reports related to Cutting Edge prepared or commissioned by the Receiver, in its capacity as Receiver, save and except any reports deemed as confidential and sealed by court order.

5. **Closing Date.** The Purchase Agreement will set forth a specific closing date (the “**Closing Date**”) or the method for specifying the Closing Date. Subject to the conditions contained herein and in the Purchase Agreement, however, the Closing Date shall be within two business days following court approval of the transaction contemplated by the Purchase Agreement.

6. **Expenses.** The parties hereto agree that the Purchasers shall bear their respective costs and expenses, and the costs and expenses of the Receiver shall be paid for by the Receiver.

7. **Applicable Law.** This letter and the Purchase Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and each

of the Purchasers and Receiver attorn to the jurisdiction of the Superior Court of Justice, Commercial List, sitting in the City of Toronto.

8. **Duration of this Letter.** Notwithstanding anything in this letter to the contrary, the proposal set forth in this letter shall expire if (i) the parties do not negotiate, execute and deliver a Purchase Agreement by 5:00 p.m. on November 3, 2022, or (ii) prior written notice to the Receiver by the Purchasers that they will no longer proceed in the proposed transaction. Upon the expiration of this letter, then this expression of interest shall cease, and neither party shall have any obligation or claims including, but not limited to, any claims for the failure of the parties to successfully negotiate the Purchase Agreement for whatever reason, and in such event, the Deposit shall be returned to the Purchasers without deduction save and except the Forfeit Amount if applicable. If such a Purchase Agreement is executed and delivered, its terms shall control the respective rights and obligations of the parties and the conditions and procedures of closing.

9. **Absence of Enforceable Agreement.** Except for the terms and provisions of paragraphs 2.1(a)(i), 4, 6, and 7, this document is not an enforceable agreement between us but is merely a general statement of intent which sets forth the general basis upon which we intend to proceed and no contracts shall arise as to the subject matter hereof unless and until the Purchase Agreement is negotiated, approved, executed and delivered by the parties.

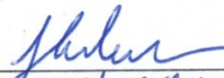
10. **Currency.** All references to dollar amount contained in this agreement are in Canadian currency.

11. **Counterparts.** This Letter of Intent may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Any signature to this Agreement by facsimile or electronic transmission shall be deemed to be an original.

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If you are agreeable to the terms of this letter, please sign the enclosed copy and return it to us on or before October 27, 2022, after which date this letter will be of no effect. Upon acceptance of this letter, our respective legal counsel shall prepare definitive agreements which will embody the terms and conditions mentioned above.

ARLEN TOOL CO. LTD.

Per: 
STEVEN LEONARD


I have the authority to bind the Corporation

**ARLEN TOOL CO. LTD. in trust for a corporation
to be incorporated**

Per: 
STEVEN LEONARD

I have the authority to bind the Corporation

3305 DEZIEL INC.

Per: 
STEVEN LEONARD

I have the authority to bind the Corporation

Accepted and Agreed this 26th day of October 2022.

ALBERT GELMAN INC., in its capacity as Court-appointed Receiver of Cutting Edge Precision Services ULC, Proper Windsor Holdings ULC, and SGM Real Estate Holdings ULC., and not in its personal capacity or in any other capacity


Per: _____

SCHEDULE "A"
EQUIPMENT

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
				\$	\$	\$
<u>FRONT BAY</u>						
477.	1-	First Model LC-185VS-B, 3-HP Ram Type Turret Mill, S/N 50601967, with Power Draw Bar, Power Table	VG	4,500	5,000	7,000
478.	1-	First Model LC-185VSX-B, 3-HP Ram Type Turret Mill, S/N 70702802 (New 2008), with Power Table Feeds, Heidenhain Digital Readout	G	3,000	3,500	5,000
479.	1-	First Model LC-185VS-B, 3-HP Ram Type Turret Mill, S/N 90503090 (New 2010), with Power Draw Bar, Power Table Feeds, Heidenhain Digital Readout	G	3,000	3,500	5,000
480.	1-	First Model LC-185VS-B, 3-HP Ram Type Turret Mill, S/N 10103500 (New 2012), with Power Draw Bar, Power Table Feeds, Heidenhain Digital Readout	G	3,500	4,000	5,500
481.	1-	First Model LC-185VS-B, 3-HP Ram Type Turret Mill, S/N 10503613 (New 2012), with Power Draw Bar, Power Table Feeds, Heidenhain Digital Readout	G	3,500	4,000	5,500

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
482.	1-	Atlas Copco Model GA26VSDFF, 34-HP Air Compressor, S/N API432332 (New 2012)	G	\$ 3,000	\$ 3,500	\$ 6,000
483.	1-	Hoe Jun Model HVA-400, Vertical Band Saw, S/N 81124-50 (New 1988), with Blade Welder and Grinder	F	1,500	2,000	3,000
484.	1-	Coson Model SH-500M, 9" x 11" Semi Automatic Horizontal Band Saw, S/N SH1012180 (New 2012)	G	7,500	8,500	11,000
485.	1-	Acer Model FVS-3VSI, 3-HP Ram Type Turret Mill, S/N N14050315 (New 2014), with Newall DP700 Digital Readout	VG	4,000	4,500	6,000
486.	1-	Acer Model FVS-3VSI, 3-HP Ram Type Turret Mill, S/N N14050319 (New 2014), with Newall DP700 Digital Readout	VG	4,000	4,500	6,000

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
487.	Lot-	<p>Quaser CNC Machining Cell, (New 2020), Consisting of: (Please Note: Capital Lease)</p> <ul style="list-style-type: none"> Quaser Model UX500, 5-Axis CNC Vertical Machining Center, S/N 315C200027 (New 2020), 410mm x 410mm Table Size, Travels: X-712mm, Y-508mm, Z-515mm, 500mm Max Swing, 100mm - 600mm Table to Spindle Nose, 200-Kg. Max Table Load, with BBT-40 Spindle Taper, Automatic Tool Changer, Coolant, Augers and CNC Controls Quaser Model UX500, 5-Axis CNC Vertical Machining Center, S/N 315C200028 (New 2020), 410mm x 410mm Table Size, Travels: X-712mm, Y-508mm, Z-515mm, 500mm Max Swing, 100mm - 600mm Table to Spindle Nose, 200-Kg. Max Table Load, with BBT-40 Spindle Taper, Automatic Tool Changer, Coolant, Augers and CNC Controls Erova Model Compact 80, Tool Changing CNC Robot (New 2020), with Modified Tables with Integrated Chucks for Robot Loading 	E	\$ LEASED	\$ LEASED	\$ LEASED

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
488.	1-	DMG Model DMU70, 3-Axis CNC Vertical Machining Center, S/N 15435722294 (New 2012), with Heidenhain Ergoline Control, X Axis Travel 29.5", Y Axis Travel 23.6", Z Axis Travel 20.5", Spindle Speed 14,000 RPM, Spindle Motor 19.4 HP, Spindle Taper 40, Tool Changer 32 Positions	G	\$ 100,000	\$ 110,000	\$ 150,000
		Chip Conveyor, Coolant and Filter				
489.	1-	DMG Mori Model DMU85 Monoblock, 5-Axis CNC Vertical Machining Center, S/N 12160009433 (New 2016), with Heidenhain TNC 640 Ergoline Control, 15,000-RPM, HSK 63 Spindle, 30-STN ATC, Travels: X 935mm, Y 850mm, Z 650mm, Table 850mm x 750mm, Chip Conveyor, Coolant and Filter	G	LEASED	LEASED	LEASED
		(Please Note: Capital Lease)				
490.	1-	Kone 5,000-kg Single Girder Bridge Crane, with 25' Span, one 2,500-kg Aux Hoist	VG	12,500	15,000	20,000
491.	1-	Microweily Model TY-1640S, Engine Lathe (New 2013), 410mm Swing Over Bed, 2" Spindle Bore, 2,000-RPM Spindle Speeds, with Digital Readout, Quick Changer Tool Post and 8' 3-Jaw Chuck	G	5,000	5,500	7,500

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
492.	1-	Jet Model GH-1640ZX, Lathe, with Digital Readout, Quick Change Tool Post, 10' 3-Jaw Chuck, 3" Spindle Bore	G	\$ 4,000	\$ 4,500	\$ 6,000
493.	1-	TOS Model TUDP2750, Universal Cylindrical Grinder, S/N 25740	F	2,000	2,500	3,500
494.	1-	TOS Model BPH320A, Hydraulic Surface Grinder, S/N 178071, with 12" x 36" Magnetic Chuck	F	3,500	4,000	5,500

MIDDLE BAY

495.	1-	DMG Mori Model DMU125P Duoblock, 5-Axis CNC Vertical Machining Center, S/N EM00V150905 (New 2016), with Eroline Control, 120-Station ATC, Universal Milling Head, HSK 100 Tool Holder, 15,000-RPM, 49" x 43" Rotary Table, Travel: X=49", Y=49", Z=40"	VG	LEASED	LEASED	LEASED
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(Please Note: Capital Lease)

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
496.	1-	DMG Mori Model Ecomill 1100V, 3-Axis CNC Vertical Machining Center, S/N EM00V150905 (New 2016), with Slimline Control, 30-Station ATC, HSK 63 Tool Holder, 12,000-RPM, Travel: X=41", Y=18", Z=20"	G	\$ 40,000	\$ 45,000	\$ 70,000
497.	1-	OKK Model VM76R, 3-Axis CNC Vertical Machining Center, S/N 296 (New 2000'S Est.), with Fanuc 31i Control, 31-Station ATC, CAT 50 Tool Holder, 12,000-RPM, Travel: X=58", Y=29", Z=26"	G	25,000	30,000	50,000
498.	1-	Atlas Copco Model GA22FF, 30-HP Air Compressor, S/N AI1283125 (New 2004)	G	3,000	3,500	5,000
499.	1-	Atlas Copco Model GA15FF, 20-HP Air Compressor, S/N API333490 (New 2018)	VG	7,000	7,500	10,500
500.	1-	Vision Wide Model SF-3116, 3-Axis CNC Vertical Machining Center, S/N SF-0657 (New 2019), with Fanuc Oi-MF Control, 6,000-RPM, Travels: X=122", Y=63", Z=31" ATC Positions 40, CAT-50 Taper, 40-HP	VG	165,000	185,000	250,000
501.	1-	Krone 5,000-kg Single Girder Bridge Crane, with 50' Span	G	10,000	12,500	17,500

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
502.	1-	Heat Robo Model 1200S, Heat Shrink Machine	G	\$ 1,500	2,000	\$ 3,500
503.	1-	Haimer Power Clamp Tool Presetter	G	2,500	3,000	4,500
504.	1-	Haimer Power Clamp Tool Presetter	G	4,000	4,500	6,000
505.	1-	DMG Mori Model UNO20/40, Microset Tool Presetter, S/N 99580012308	G	LEASED	LEASED	LEASED
(Please Note: Capital Lease)						
<u>BACK BAY</u>						
506.	1-	Johnford Model DMC2100SH, Bridge Type Double Column CNC Vertical Machining Center, S/N VGA150050 (New 2015), with Fanuc 18i-MB Control, 40-Station ATC, HSK 100 Tool Holder, 15,000-RPM, Travels: X=83", Y=70", Z=32"	G	80,000	90,000	125,000

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
507.	1-	Johnford Model DMC2100SH, CNC Bridge Type Double Column Mill, S/N VGA9029 (New 2009), with Fanuc 18i-MB Control, 40-Station ATC, HSK 100 Tool Holder, 15,000-RPM, Travels: X=83", Y=70", Z=32"	G	\$ 80,000	\$ 90,000	\$ 125,000
508.	1-	Johnford Model DMC1600H, CNC Bridge Type Double Column Mill, S/N VFA4018 (New 2004), with Fanuc 18i-MB Control, 40-Station ATC, HSK 100 Tool Holder, 15,000-RPM, Travels: X=63", Y=51", Z=32"	F	15,000	15,000	35,000
509.	1-	Johnford Model DMC1600H, CNC Bridge Type Double Column Mill, S/N VFA4021 (New 2004), with Fanuc 18i-MB Control, 40-Station ATC, HSK 100 Tool Holder, 15,000-RPM, Travels: X=63", Y=51", Z=32"	F	15,000	15,000	30,000
510.	1-	Kone 5-Ton Single Girder Bridge Crane, with 36' Span	F	5,000	6,000	8,500
<u>MOLD BAY</u>						
511.	1-	Kao Ming Model KMR1600DH, 4' Radial Arm Drill, S/N R60652 (New 2015), with 14" Column	VG	7,500	10,000	15,000

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
512.	1-	Miller Model 350LX, Tig Welder, with Fred Portable Fume Exhaust	G	\$ 2,250	\$ 2,750	\$ 4,000
513.	1-	Johnford Model HMC-630H, 4-Axis Twin Pallet CNC Horizontal Machining Center, S/N VJC7007 (New 2014), with Fanuc 18i-MB Control, 10,000-RPM, Travels: X=40", Y=32", Z=35" (Approx. 30" x 24" Pallets)	G	60,000	70,000	85,000
514.	1-	Toshiba Shibaura Model BHC-10B (5), 5-Axis CNC Horizontal Twin Pallet Machining Center (New 1985), with Heidenhain Control, 60-Station ATC, CAT 50 Tool Holder, Travels: 50 X 50 X 50	F	10,000	15,000	30,000
515.	1-	Kuraki Model BT-11Z, 4-Axis CNC Horizontal Boring Mill, S/N 3502 (New 2003), with 55" x 69" Rotary Table, 40-Station ATC, CAT 50 Tool Holder, Travels: X=98.4", Y=70.8", Z=47.2"	F	70,000	80,000	110,000
516.	1-	Kuraki Model KBT-11E7, 4-Axis CNC Horizontal Boring Mill, S/N 3539 (New 2007), with 55" x 69" Rotary Table, 40-Station ATC, CAT 50 Tool Holder, Travels: X=98.4", Y=70.8", Z=47.2"	G	80,000	90,000	120,000
517.	1-	PWB Model TMA21, Tool Presetter, S/N 07-02787	P	2,000	2,500	3,500

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
				\$	\$	\$
518.	1-	Bridgeport Ram Type Turret Mill, with Digital Readout	P	500	600	1,000
519.	1-	Kone 10,000-kg Double Girder Bridge Crane, with 60' Span, (1) 10,000-kg Aux Hoist, Remote Control	VG	30,000	35,000	45,000
520.	1-	Kone 20,000-kg Double Girder Bridge Crane, with 60' Span, (1) 10,000-kg Aux Hoist, Remote Control (Please Note: Operating Lease)	VG	LEASED	LEASED	LEASED
521.	1-	Kone 5,000-kg Traveling Column Bridge Crane	VG	10,000	12,500	17,500
522.	1-	Millutensil Model BV30E-R-045, Dye Spotting Press, S/N B30SE0045 (New 2015), with 48" x 32" Table	E	35,000	40,000	50,000
523.	1-	Reis Model TUS160-OK-100, 22-Ton Table, S/N 03.134.00 (1236968) (New 1991), With 61" x 71" Twin Shuttle Tables	G	20,000	25,000	32,500
524.	1-	Milacron Mould Master Controller, S/N M2-1643344	G	1,000	1,500	2,250

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
				\$	\$	\$
<u>PILLAR ROOM</u>						
525.	1-	Sunnen Model MBB-1660K, Precision Honing Machine, S/N 85288, with Tooling	G	2,500	3,000	4,000
526.	1-	Freeport Model SGS-618, Hydraulic Surface Grinder, S/N 71106 (New 1997)	P	500	750	1,250
527.	1-	Nigata Model SPN50, CNC Twin Pallet Horizontal Machining Center, S/N 46500180, with Fanuc 16i-M Control, 60-Station ATC, CAT 50 Tool Holder, 20" x 20"	F	5,000	5,000	10,000
528.	1-	HIS 1/4-Ton Free Standing Jib Hoist	G	1,000	1,500	2,500
<u>MISCELLANEOUS</u>						
529.	Lot-	Miscellaneous Office Equipment, Consisting of: Furniture, Desks, Chairs, File Cabinets, Boardroom, Business Machines, TV's, Cafeteria, Computers and Servers, Etc.	G	5,000	6,000	10,500

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
530.	Lot-	Miscellaneous Equipment Through Out the Shop, Consisting of: Power & Hand Tools, Vidmar Cabinets and Contents, Spare Tooling, Work Benches, Grinders, Drill Presses, Sanders, Saws, Shop Carts, Racking & Contents, Inspection Equipment, Etc.	G	\$ 35,000	40,000	\$ 55,000
<u>TRANSPORTATION</u>						
531.	1-	2012 Ford Model F550 SD XL, 4x4 Pickup Truck, VIN 1FDUF5HY0CEB97391 (Please Note: Not Inspected by Appraiser)	NA	15,000	16,500	20,000
532.	1-	2009 Ford Model F150 XL, Super Cab 4WD Pickup Truck, VIN 1FTPX14V49KC16781 (Please Note: Not Inspected by Appraiser)	NA	5,000	6,000	9,000

Ref #	Qty.	Description	Condition Codes	Forced Liquidation Value	Orderly Liquidation Value	Fair Market Value In Place
533.	1-	2018 Mack Model Granite-Series GU813, 6x4 Conventional Cab Truck, VIN 1M2AX18C1JM040100, with Tag Axle, Retractable Cover, 55,153 Miles	NA	\$ 115,000	\$ 125,000	\$ 140,000

(Please Note: Not Inspected by Appraiser)

TOTAL FORCED LIQUIDATION VALUE

\$1,129,750

TOTAL ORDERLY LIQUIDATION VALUE

\$1,282,100

TOTAL FAIR MARKET VALUE - IN PLACE

\$1,761,000

SCHEDULE "B"
INVENTORY

50704745.2

Cutting Edge - Proper Tool WIP as at Oct 16/22

MOLDS ONLY

Customer	PO #	Terms	US\$ PO Amount	Job	Total Labor Hours	Actual Labor Costs to Date	Actual Material Cost to Date	Actual Subcontract Costs to Date	Actual Total Costs to Date
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	74,000	16518	387	12,896	3,472	-	16,368
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	122,000	16521	408	14,361	8,381	-	22,742
GRUPO ANTOLIN INTERIORS USA	PO not seen			16522	16	842	-	-	842
GRUPO ANTOLIN INTERIORS USA	PO not seen			16523	16	848	-	-	848
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	88,000	16524	473	14,765	-	-	14,765
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	142,000	16525	300	10,441	-	-	10,441
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	122,000	16531	128	5,496	-	514	6,010
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	100,000	16533	334	11,472	12,687	-	24,159
GRUPO ANTOLIN INTERIORS USA	PO not seen			16534	18	981	-	-	981
GRUPO ANTOLIN INTERIORS USA	PO not seen			16535	17	915	-	-	915
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	123,000	16538	184	7,470	-	420	7,889
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	126,000	16540	209	7,515	-	-	7,515
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	90,000	16541	129	5,405	-	380	5,786
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	108,000	16542	116	4,878	-	-	4,878
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	138,000	16543	197	6,898	6,352	-	13,250
GRUPO ANTOLIN INTERIORS USA	PO004142	50/30/20	109,000	16544	174	6,274	-	-	6,274
WIXOM TECHNOLOGIES LLCUSD	422729	30/30/40	157,300	16552	605	20,310	-	-	20,310
WIXOM TECHNOLOGIES LLCUSD	422729	30/30/40	120,739	16554	357	12,083	30	-	12,113
WIXOM TECHNOLOGIES LLCUSD	422729	30/30/40	144,185	16556	450	14,752	-	-	14,752
NISSAN NORTH AMERICA INC	685001	40/40/20	244,130	16572	344	10,878	64,980	-	75,858
DES (Diversity Enterprise Solutions, LLS)	PO not seen			16579	213	6,802	-	-	6,802
DES (Diversity Enterprise Solutions, LLS)	PO not seen			16580	274	9,381	-	-	9,381
JVISUSA LLC	PO not seen			16581	190	6,131	22,246	-	28,377
JVISUSA LLC	14900	30/40/30	75,900	16582	202	6,343	23,571	223	30,137
JVISUSA LLC	PO not seen			16583	198	6,183	19,697	-	25,880
JVISUSA LLC	PO not seen			16584	154	5,023	4,320	223	9,566
SRG GLOBAL COATINGS LLC	TBO			16590	44	1,352	-	-	1,352
SRG GLOBAL COATINGS LLC	TBO			16500	84	2,760	-	-	2,760
SRG GLOBAL COATINGS LLC	TBO			16501	77	2,835	-	-	2,835
SRG GLOBAL COATINGS LLC	TBO			16502	90	3,443	-	-	3,443
SRG GLOBAL COATINGS LLC	TBO			16503	72	3,067	-	-	3,067
SRG GLOBAL COATINGS LLC	TBO			16504	35	1,354	-	-	1,354
			2,084,254		6,493	224,153	165,736	1,759	391,648

Value of WIP as at Oct 16, 2022

391,648

TAB D

**In the Matter of the Receivership of
Cutting Edge Precision Services ULC
Notice and Statement of the Receiver**
(Subsections 245(1) and 246(1) of the Act)

The Receiver gives notice and declares that:

1. Albert Gelman Inc. was appointed pursuant to an Amended and Restated Order dated October 21, 2022 (“**Appointment Order**”) of the Ontario Superior Court of Justice as a Receiver (“**Receiver**”) of the property, assets and undertakings of Cutting Edge Precision Services ULC (“**Cutting Edge**”) (the “**Debtor**”).

2. Copies of the Appointment Order and the Notice of Application of The Toronto-Dominion Bank (“**TD Bank**”), are available on the Receiver’s case website located at: <https://www.albertgelman.com/corporate-solutions/other-engagements/>

3. On October 24, 2022 the Receiver took possession and control of the Debtor’s premises and property located at 3230 Moynahan St, Oldcastle, Ontario (“**Premises**”) and the assets stored within the Premises.

4. The following information relates to the receivership:

- (a) Address of insolvent person: 3230 Moynahan St, Oldcastle, Ontario
- (b) Principal line of business: Machining services and manufacturer of tooling moulds and dies
- (c) Location of business: 3230 Moynahan St, Oldcastle, Ontario
- (d) Amounts owed to each creditor who holds a security or deemed trust claim on the Debtor’s property:

- TD Bank and TD Equipment Finance Canada Inc., amount owing is \$4,049,837 plus accrued interest and costs.
- Business Development Bank of Canada, the amount owing is \$1,312,442 plus accrued interest and costs.
- Meridian Onecap Credit Corp., the amount owing is unknown at this time.
- North American Lightning Inc., the amount owing is unknown at this time.
- CWB National Leasing Inc., the amount owing is unknown at this time.
- Core Capital Group Inc., the amount owing is \$150,000 .
- Wells Fargo Equipment Finance Company, the amount owing is unknown at this time.

The amounts set out above are subject to accruing interest and change.

(e) The list of the unsecured creditors and amounts owed to each creditor is attached as **Schedule “A”**.

(f) The Receiver’s plan of action to realize on the Debtor’s assets has not been finalized.

(g) Contact person for receiver: Tom McElroy Tel: 416-504-1650 Ext. 117, Fax: 416-504-1655, Email: tmcelroy@albertgelman.com.

Dated at Toronto, this 31st day of October 2022.

**Albert Gelman Inc., solely in its capacity as Receiver of
Cutting Edge Precision Services ULC and not in its personal capacity**

Per:



Joe Albert, CPA, DIFA, Licensed Insolvency Trustee

Creditor Mailing List**Schedule - A**

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	2 Guys Supply Inc.		875 Foster Avenue Unit 101 Windsor ON N8X 4W3 geoff@2guysupply.ca	539.45
	Absolute Machine Tools Inc.		7420 Industrial Parkway Lorain OH 44053 LTomblin@absolutemachine.com	15,870.64
	Accurate Manufacturing 4.0 Inc.		676 North Service Road Windsor ON N8X 3J3 chris@teamaccurate.ca	168,017.75
	Advanced Edm Technologies Inc.		5136 Ure Street Oldcastle ON N0R 1L0 office@advancededm.ca	159,618.15
	Air Liquide Canada Inc.		5327 Welding Supplies Mh2042 Po Box 6789, Stn Centre-Ville Montreal QC H3C4J5 su.vo@airliquide.com	2,043.34
	All State Fastener Of Canada		5302 Screws/Fittings/Hoses 307 Croft Drive Tecumseh ON N8N 2L9 rbertakis@allstatefastener.com	4,703.82
	Alli Service And Controls		142 Fox St Cottam ON N0R 1B0 Phone: (519) 980-2723 thavinga@alliservice.ca	2,997.13
	Alro Plastics		Dept 771478 Po Box 77000 Detroit MI 48277-1478 casgroup@alro.com	13,419.58
	Anchor Danly		P.O. Box 46225 Station A Toronto ON M5W 4K9 lcarvalho@anchordanly.com	115,409.75
	Bdi Canada Inc.		P.O. Box 57379 Station A Toronto ON M5W 5M5 finance@bdi-canada.com	5,912.87
	Bear'S Performance Products		5060 O'Neil Street Oldcastle ON N0R 1L0 info@bearsperformance.com	34,512.65
	Bico Buyer		P.O Box 671645 Dallas TX 75267-1645 Phone: (800) 962-4140 accounting@bicosteel.com	215,735.44
	Big Beaver Ice & Coffee Co.		5225 Burke Street Tecumseh ON N9A 6J3 mark@kowalsky.net	7,159.91
	Border Steel Ltd.		3209 Devon Road Windsor ON N8X 4L5 accounting@bordersteel.net	23,817.40
	Bridgeview Customs Brokers		2140 Continental Avenue Windsor ON N9E 3P1 Phone: (519) 250-8378 Rhonda@bridgeviewbrokers.com	220,670.97
	Cahmac Machinery International Ltd.		6 - 2345 Wyecroft Road Oakville ON L6L 6L8 Phone: (905) 829-8229 carmen@cahmac.com	509.79
	Canada Steel		280 McGregor Rd S Po Box 2324 Sarnia ON N7T 3S6 christinabruner@canadasteel.ca	13,806.18

Creditor Mailing List

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Canam Tools Ltd.		4350 North Service Road Windsor ON N8W 5X2 ktherrien@canamtools.com	441.00
	Carlyn Manufacturing		2996 Deziel Dr Unit D Windsor ON N8W 5H8 accounts@carlynmfg.com	37,201.86
	Century Sun Metal Treating, Inc.		2411 W. Aero Park Ct. Traverse City MI 49686 tanderson@centinc.com	3,161.66
	Century Tools & Machinery		5325 Tools/Grinders/Drills 425 Superior Blvd. Unit #4 Mississauga ON L5T 2W5 info@centurytools.com	14,348.71
	Ceridian Canada Ltd.		C/O Tx4057C P.O Box 4590, Stn A Toronto ON M5W 7B1 AccountsReceivable@ceridian.com	20,735.08
	Checker Industrial Ltd.		3345 Wyandotte St. E. P O Box 2308 Windsor ON N8Y 4S2 slanglois@checkerindustrial.com	32,930.65
	Cimatron Technologies Inc.		Pnc Bank Canada Branch Po Box 4375 Stn A Toronto ON M5W 0J3 ARinvoices@3dsystems.com	71,209.56
	Cintas Canada Limited		Dept 400004 Po Box 4372 Stn A Toronto ON M5W 0J2 CardwellN2@cintas.com	753.75
	Cogeco Cable Canada Lp		5 Place Ville Marie, Suite 1700 Montreal QC H3B 0B3	687.04
	Colonial Tool Group		1691 Walker Rd Windsor ON N8W 3P1 mfroats@colonialtool.com	6,297.74
	Concours Mold Inc		465 Jutras Drive South Lakeshore ON N8N 5C4 sjones@concourstechnologies.com	16,300.25
	CRA - Tax - Ontario		876426412 RC/RP/RT 0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Phone: (866) 248-1576 Fax: (833) 697-2390	1.00
	Creative Homescapes		2619 County Road 42 Windsor ON N8V 0A4 INFO@CREATIVEHOMESCAPES.CA	971.80
	Cst Studio		2-5590 Outer Drive Oldcastle ON N9G 0C3 dhagedorn@cststudio.com	69,608.00
	Cst Studio, Llc-		13870 East Eleven Mile Rd. Warren MI 48089 Phone: (586) 404-1502 dhagedorn@cststudio.com	1.00
	Custom Cut Edm Ltd.		874 Puce Road Essex ON N8M 2X7 Phone: (519) 791-7344 ernie.catherine@hotmail.com	4,288.35
	D&L Custom Fab Inc.		3900 Walker Road Windsor ON N8W 3T3 Phone: (519) 977-5645 cathy.dlcustomfab@hotmail.com	2,429.50

Creditor Mailing List

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Dadco, Inc.		43850 Plymouth Oaks Blvd. Plymouth MI 48170 dadco-ar@dadco.net	263.36
	Dbm Reflex Enterprises Inc.		1620 Boulevard Dagenais O Laval QC H7L 5C7 Phone: (450) 622-3100 Josee.Peloquin@dbmreflex.com	20,877.00
	Dc Automotive Tooling Inc.		2035 Halford Drive Windsor ON N9A 6J3 dctool@live.com	92,060.61
	Dezyntech		5091 O'Neil Drive Oldcastle ON N0R 1L0 Info@dezyntech.com	42,855.25
	Diemould Service Company Canada Limited		1875 Blackacre Drive Oldcastle ON N0R 1L0 dede@dmscomponents.com	1,398.11
	D-M-E Of Canada		5325 Tools/Grinders/Drills A-99 First Gulf Blvd Brampton ON L6W 4T8 dme_canada@dme.net	32,228.57
	Dmg Mori Canada Inc.		395 Ambassador Drive Mississauga ON L5T 2J3 haruna.zaharie@dmgmori.com	10,343.78
	Dsi Manufacturing Ulc		526 Nilles Road Suite 2 Fairfield OH 45014 accounting@dsi-mfg.com	2,825.00
	Dual Electric & Refrigeration		3280 Odessa Dr. Tecumseh ON N8N 2M1 office@dualservices.ca	4,759.47
	Dydd Systems Inc.		5470 Dicocco Court Oldcastle ON N0R 1L0 accounting@dyddsystems.com	20,799.10
	Dynamic Surface Technologies		7784 Ronda Drive Canton MI 48187 Lori@dynablue.com	6,167.60
	Edge Tool Technologies Ltd.		21 Elm Dr S Wallaceburg ON N8A 5E8 jeffreys@mnsi.net	2,632.90
	Edro		1050 Remington Road Schaumburg IL 60173 Phone: (847) 944-1075 kelsi.horner@edro.com	1,721.56
	Electrozad Supply Company Limited		2900 Jefferson Blvd Po Box 3340 Windsor ON N8N 2M4 winbilling@electrozad.com	7,155.11
	Ellwood Specialty Metals T44863C		5310 Steel/Aluminim Po Box 4486 Postal Station A Toronto ON M5W 4G8 ADoucher@elwd.com	476,162.19
	Enbridge Gas Distribution - Ontario	Back Office Collections Department	PO Box 10 Brantford ON N3T 5M4 Phone: (833) 960-4098 egicbankruptcies@enbridge.com	1.00
	Enterprise Mold		3270 Devon Drive Windsor ON N8X 4L4 ngeyser@nextgenmold.com	2,011.40

Creditor Mailing List

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Essex Metals		5310 Steel/Aluminim 850 Dundas Street London ON N5W 2Z7 Phone: (519) 737-1110 reception@essexmetals.com	353,183.12
	Essex Powerlines Corporation - Customer Service	Customer Service	00248010-00 2730 Highway 3 Oldcastle ON N0R 1L0 Phone: (519) 737-6640 - 496 Fax: (519) 737-1353 customerservice@essexpowerlines.ca	292.34
	Express Mold Finishing		5160 Ure St Oldcastle ON N0R 1L0 Phone: (519) 567-8928 expressmoldfinishing@gmail.com	39,826.85
	Express Mold Finishing Vu		1945 Provincial Rd Windsor ON N8W 5V7 Phone: (519) 567-8928 expressmoldfinishing@gmail.com	33,775.70
	Fastrak Mold Finishing Inc.		648 Caruso Drive Windsor ON N9G 2M6 fastrakmold@gmail.com	35,239.05
	Fedex Express Canada LTD		5400 Freight PO Box 4626 Toronto Stn A Toronto ON M5W 5B4 Phone: (800) 463-3339 Fax: (905) 212-5672 canrevenue@fedex.com	335.61
	Field Mold Solutions Ltd.		3248 Electricity Dr. Windsor ON N8W 5J1 casey@fieldmoldsolutions.com	119,073.58
	Finkl Steel Chicago		P.O. Box 92576 Chicago IL 60675-2576 Phone: (773) 975-2510 AR@finkl.com	129,881.70
	Fluid Power Engineering Inc		3159 Hager Road Po Box 266 Schoolcraft MI 49087 Phone: (269) 679-2626 accounting@fpeonline.com	706.49
	Global Tooling Solutions, Llc		13115 E. Nine Mile Rd. Warren MI 48089 mcaleca@globaltoolingsolutions.com	236,248.32
	Great Lakes Safety Products Inc.		3545 Walker Road Windsor ON N8W 3S5 cr@glspi.com	259.90
	Heaton Sanitation Ltd		2127 Essex County Rd 15 Rr#2 Essex ON N8M 2X6 joanne@hhydrovac.ca	4,499.66
	High Speed Machinery Technologies Canada		1885 Rossi Drive Windsor ON N9A 6J3 Phone: (519) 567-4935 dan@hsmtechnologies.ca	3,209.56
	Hydro One Networks Inc.	Andrew R. Hughes	200199260094 PO Box 5700 Markham ON L3R 1C8 Fax: (226) 705-5001 CICR@HydroOne.com	50,971.91
	Incoe Corporation		2850 High Meadow Circle Auburn Hills MI 48326 invoicing@incoe.com	7,830.88

Creditor Mailing List

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Inglass Usa, Inc.		920 74Th Street Sw Byron Center MI 49315 USA.Accounting@hrsflow.com	295,810.03
	Injection Technologies Inc		4350 Industrial Drive Windsor ON N9C 3R8 ap@injectiontechnologies.net	151,259.75
	Inspectx Inc.		5575 Roscon Industrial Dr. Oldcastle ON N0R 1L0 brad@inspectx.ca	60,319.45
	Integrity Tool & Mould Inc.		3651 Delduca Drive Oldcastle ON N0R 1L0 Phone: (519) 737-2650 egreenham@teamintegrity.com	1,243.00
	International Fleet Services Ltd.		7048 Smith Industrial Drive Amherstburg ON N0R 1J0 payables@amexfreight.com	1,629.03
	Iscar Tools Inc.		2100 Bristol Circle Oakville ON L6H 5R3 dmccoy@iscar.ca	66,499.70
	Jack Smith Fuels Ltd.		P O Box 89 351 Queen St. N. - Bldg F Tilbury ON N0P 2L0 Phone: (519) 682-0111 cindyp@jacksmithfuels.com	9,612.61
	K Simke Gundrilling		5350 Outer Drive Oldcastle ON N9G 0C3 matt@gundrilling.ca	16,992.73
	K+S Services, Inc.		C/O Lockbox T44629C Po Box 4462, Station A Toronto ON M5W 4B9 AccountsReceivable@k-and-s.com	3,553.85
	Ken Lapain & Sons Ltd.		2119 County Rd. 15 Rr#2 Essex ON N8M 2X6 Phone: (519) 776-6473 jodie@lapain.ca	4,706.30
	Keyline Cutting Tools Inc.		5325 Tools/Grinders/Drills 1865 North Talbot Rr # 1 Oldcastle ON N9G 0C2 SMarcoux@keylinecuttingtools.com	83,060.14
	Konecranes Canada Inc.		Po Box 8748 Stn A Toronto ON M5W 3C2 klaudia.linklater@konecranes.com	1,452.73
	Kpmg Llp, T4348		P.O. Box 4348 Station A Toronto ON M5W 7A6 apiccolo@kpmg.ca	20,950.20
	Krueger Machining		13390 Sylvestre Drive Tecumseh ON N8N 2L9 kruegermachining@gmail.com	10,322.55
	Ktm		56 Steeles Ave. East Unit 35 Milton ON L9T 4W9 admin@kingstool.com	5,339.25
	Liftow Limited		Po Box 8092, Stn A Toronto ON M5W 3W5 sandy.youden@liftow.com	170.56
	Lomar Machine Repair Inc.		5580 Machine Repair 1885 Moro Drive Oldcastle ON N9G 0B9 office@lomarmachine.com	18,759.12

Creditor Mailing List

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Lsi Supply Inc.		934 Richmond Street Chatham ON N7M 5J5 info@lsisupply.com	21,523.12
	Lunar Industrial Supply Inc.		5325 Tools/Grinders/Drills 3895 Walker Rd Windsor ON N8W 3T1 Phone: (519) 969-9575 sal.busceci@lunarindustrial.ca	406,752.98
	Maden Industrial Ltd.		2064 Manning Road Tecumseh ON N8N 2L9 accounting@maden.ca	78,540.65
	Managed Network Systems Inc.		3363 Tecumseh Rd E. Windsor ON N8W 1H4 menache@mnsi.net	732.24
	Mayson Gundrilling		3706 Sandwich St. W Windsor ON N9C 1B7 dbailie@maysonenterprises.com	73,969.80
	Mclearie & Sons Heat Treating Ltd.		2145 Astor Cres. Oldcastle ON N0R 1L0 Phone: (519) 737-1588 mclearieht@gmail.com	4,879.44
	McMaster-CARR		256032000 PO Box 7690 Chicago IL 606 80-7690 cle.sales@mcmaster.com	500.00
	Mctague Law Firm Llp		Barristers And Solicitors 455 Pelissier Street Windsor ON N9A 6Z9 Phone: (519) 255-4300 accounts@mctaguelaw.com	19,619.75
	Mega Mold International Inc.		4565 County Rd #46 Maidstone ON N0R 1K0 Phone: (519) 979-5111 pveldhuis@megamoldint.com	2,011.04
	Midwest Mold & Texture Corporation		4270 Armstrong Blvd Batavia OH 45103-1670 r.verkamp@mmtcorp.com	39,902.40
	Ministry of Finance - ON PST, EHT & Other Taxes	Mrs. Asta Alberry	Ministry of Revenue 33 King Street West 6th Floor Oshawa ON L1H 8H5 Phone: (866) 668-8297 Fax: (905) 436-4524 insolvency.unit@ontario.ca	1.00
	Mold-Tech-		P,O Box 93928 Chicago IL 60673-3928 yal-chaar@mold-tech.com	10,608.00
	Mold-Tech Canada		2221 Ambassador Drive Windsor ON N9C 3R5 Phone: (519) 969-9670 tbergeron@standex.com	9,094.50
	Monarch Basics		8300 Office Expense 1835 Provincial Rd. Windsor ON N8W 5V7 ar@monarchbasics.com	167.20
	Montel Plastics Ltd		4200 Delduca Drive Oldcastle ON N0R 1L0 Phone: (519) 737-9609 agnes@montelplastics.com	2,921.05

Creditor Mailing List

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Morton Industrial Sales & Service		1720 Rossi Drive P.O Box 84 Oldcastle ON N0R 1L0 LucilleWorley@mortonindustrial.com	13,625.69
	Netmon Inc.		55 Edinborough St. Suite 200 Windsor ON N8X 3C3 kimberley@netmonservices.com	536.75
	Pcs Company		Dept 771831 Po Box 77000 Detroit MI 48277-1831 sales@pcs-company.com	98,220.60
	Pg & A		32400 Edward Madison Heights MI 48071 Phone: (248) 588-9900 rick@pganda.net	44.20
	Platemaster Metal Finishing Inc		1855 Moro Drive Oldcastle ON N9G 0B9 Phone: (519) 737-6334 sales@platemasterinc.com	468.95
	Precision Laser Technology		11500 Tecumseh Road East Po Box 22089 Windsor ON N9N 5G6 info@go-plt.com	13,661.70
	Preferred Cnc Inc.		2705 Kew Drive Windsor ON N8T 3B7 Phone: (519) 988-1103 accounting@preferredcnc.com	46,428.30
	Primus Canada		P O Box 4662 Stn A Toronto ON M5W 5H4 Phone: (800) 433-3325 businesscare@primustel.ca	945.21
	Proto Plastics		1880 Blackacre Drive Oldcastle ON N0R 1L0 protop@mnsi.net	644.10
	R. Gendreau Plumbing		1121 Monarch Meadows Drive Belle River ON N0R 1A0 rgendreauplumbing@hotmail.com	316.40
	R.E.R. Software Inc		71 Walnut Blvd. Suite 206 Rochester MI 48307 rogerb@rerssoftware.com	16,320.00
	Reliance Home Comfort		P O Box 4504 Station A 25 The Esplande Torono ON M5W 4J8 CRS@reliancecomfort.com	128.00
	Rjg, Inc.		3111 Park Drive Traverse City MI 49686 rjginvoices@rjginc.com	25,105.31
	Safety-Kleen Canada, Inc.		Po Box 15221 Toronto ON M5W 1C1 Jahangir.Shehbaaz@cleanharbors.com	1,530.81
	Saw Solutions Inc.		P O Box 1275 Stn Main Chatham ON N7M 5R9 bryan@sawsolutions.com	715.37
	Seadco Technologies Inc.		5605 Industrial Drive Oldcastle ON N0R 1L0 katie@briadeo.com	1,526.91
	Selflube		526 O'Malley Coopersville MI 49404 ar@selflube.com	1,626.02
	Sethi International Trans Inc		800E- 2700 Matheson Blvd East Mississauga ON L4W 4V9 Phone: (519) 512-0261 ron@sethiinternational.ca	18,987.00

Creditor Mailing List

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Sgm Real Estate Holdings Ulc		3230 Moynahan Street Oldcastle ON N0R 1L0 soneil@proper.net	163,252.28
	Sharp Edge Tool Ltd.		5140 Halford Ave. Windsor ON N9A 6J3 office@sharpedgetool.com	84.75
	Sky Industrial Supplies Inc.		1560 Moro Drive Oldcastle ON N9G 0B9 skyind5@mdirect.net	720.94
	Sorel Forge Co.		5310 Steel/Aluminim 100 Mccarthy St-Joseph De Sorel QC J3R 3M8 dblanchette@finkl.com	67,086.43
	Spartan Sling Manufacturing Inc.		2565 Binder Crescent Oldcastle ON N0R 1L0 accounting@spartansling.com	5,869.34
	Sst- Canada Ulc		5325 Tools/Grinders/Drills C/O T42500 P.O Box 4258 Stn A Toronto ON M5W 5T1 Phone: (519) 737-8999 AccountsReivable@singlesourcetek.com	7,700.36
	Staubli Corporation		P.O Box 751607 Charlotte NC 28275-1607 s.walker@staubli.com	2,428.77
	Steel Craft Technologies		8057 Graphic Drive Ne Belmont MI 49306 Phone: (616) 866-4400 cad@SteelCraftTech.com	5,072.80
	Synergy Tool Corp		4080 North Service Road Unit 13 Windsor ON N8W 5X2 mitch@synergytoolcorp.com	30,968.30
	Synventive Molding Solutions Usa		Department 294401 Po Box 67000 Detroit MI 48267 wfraney@synventive.com	75,631.71
	Telus Residential/Business Services	Rick Wan	0 3rd Fl - 4519 Canada Way Burnaby BC V5G 4S4 Phone: (888) 627-4705 Fax: (800) 665-1170 camocd.tm@telus.com	1,030.12
	Tenibac		35155 Automation Drive Clinton Township MI 48035 agusmano@tenibac.com	3,223.20
	Titan Mold Inc.		2335 Glenwood Avenue Windsor ON N9E 3X7 JimmyTan@TitanMold.com	134,431.60
	TI Quality Mold & Die Finishing Inc.		5125 Hennin Drive Oldcastle ON N0R 1L0 Phone: (519) 737-6653 arg@argatti.com , tlqualitymold@gmail.com	126,297.29
	Town Of Tecumseh		917 Lesperance Rd. Tecumseh ON N8N 1W9 Phone: (519) 735-2184 Fax: (519) 735-6712	10,943.00
	Triumph Tool Ltd.		5325 Tools/Grinders/Drills 91 Arrow Road Guelph ON N1K 1S8 katiew@triumphtool.com	8,438.00

Creditor Mailing List

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Uline Canada Corporation		Box 3500 Rpo Streetsville Mississauga ON L5M 0S8 UlineCollections@Uline.ca	371.66
	Unifirst Canada Ltd		203 Keil Drive Chatham ON N7M6J5 Phone: (905) 624-8525 gord_claridge@unifirst.ca	7,425.07
	Urgent E.D.M. Solutions Inc.		5091 O'Neil Drive Oldcastle ON NOR 1L0 jane.vanmanen@dezyntech.com	10,068.00
	Vinson Mold Finish Inc.		2170 Fasan Drive Oldcastle ON NOR 1L0 Phone: (519) 259-9536 sst934718@gmail.com	26,340.31
	Vizable Corporation		2841 Walker Road Unit #1 & 2 Windsor ON N8W 3R2 heather@vizable.com	14,253.56
	Weekend Edm		516 Martin Lane Lasalle ON N9J 2M8 weekendedm@bell.net	42,184.54
	Wfs Ltd.		P.O.Box 2100 Windsor ON N8Y 4R7 lmastronardi@wfsLtd.com	3,263.09
	Williams Strategies Llc		4190 Telegraph Rd Ste 2100 Bloomfield Hills MI 48302 mwilliams@pcameco.com	5,406.65
	Work Authority		C/O T9619 Po Box 9619 Stn A Toronto ON M5W 1P8 accounting@workauthority.ca	2,075.48
	Workplace Safety and Insurance Board	Eric Kupka	9553797 200 Front St W, 22nd Floor Toronto ON M5V 3J1 Phone: (416) 344-3143 Fax: (416) 344-3160 employeraccounts@wsib.on.ca	52,066.20

TAB E

**In the Matter of the Receivership of
SGM Real Estate Holdings ULC
Notice and Statement of the Receiver**
(Subsections 245(1) and 246(1) of the Act)

The Receiver gives notice and declares that:

1. Albert Gelman Inc. was appointed pursuant to an Amended and Restated Order dated October 21, 2022 (“**Appointment Order**”) of the Ontario Superior Court of Justice as a Receiver (“**Receiver**”) of the property, assets and undertakings of SGM Real Estate Holdings ULC (“**SGM**”) (the “**Debtor**”).
2. Copies of the Appointment Order and the Notice of Application of The Toronto-Dominion Bank (“**TD Bank**”), are available on the Receiver’s case website located at: <https://www.albertgelman.com/corporate-solutions/other-engagements/>
3. On October 24, 2022 the Receiver took possession and control of the Debtor’s premises and property located at 3230 Moynahan St, Oldcastle, Ontario (“**Premises**”).
4. The following information relates to the receivership:
 - (a) Address of insolvent person: 3230 Moynahan St, Oldcastle, Ontario
 - (b) Principal line of business: Holding company which is registered owner of premises
 - (c) Location of business: 3230 Moynahan St, Oldcastle, Ontario
 - (d) Amounts owed to each creditor who holds a security or deemed trust claim on the Debtor’s property:

SGM

- TD Bank amount owing is \$2,500,000 plus accrued interest and costs.
- Business Development Bank of Canada, the amount owing is \$1,730,030 plus accrued interest and costs.
- Canada Revenue Agency owing is \$56,166.36.

The amounts set out above are subject to accruing interest and change.

- (e) The list of the unsecured creditors and amounts owed to each creditor is attached as **Schedule “A”**.
- (f) The Receiver’s plan of action to realize on the Debtor’s assets has not been finalized.
- (g) Contact person for receiver: Tom McElroy Tel: 416-504-1650 Ext. 117, Fax: 416-504-1655, Email: tmcelroy@albertgelman.com.

Dated at Toronto, this 31st day of October 2022.

**Albert Gelman Inc., solely in its capacity as Receiver of
SGM Real Estate Holdings ULC and not in its personal capacity**

Per:



Joe Albert, CPA, DIFA, Licensed Insolvency Trustee

- Creditor Mailing List -

Schedule - A

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Canadian Realty Group Inc.		Shareholder Loan 46 Sunningdale Gross Pointe Shores MI 48236 gobrien@proper.net	20,024.93
	CRA - Tax - Ontario		764363297 RP 0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Phone: (866) 248-1576 Fax: (833) 697-2390	1.00
	CRA - Tax - Ontario		764363297 RC 0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Phone: (866) 248-1576 Fax: (833) 697-2390	29,586.88
	DLA Piper (Canada) LLP		018596-00001 Suite 1400, McGill College Tower, 1501 McGill College Avenue Montreal QC H3A 3M8 Fax: (514) 392-1999	620.00
	Ministry of Finance - ON PST, EHT & Other Taxes	Mrs. Asta Alberry	Ministry of Revenue 33 King Street West 6th Floor Oshawa ON L1H 8H5 Phone: (866) 668-8297 Fax: (905) 436-4524 insolvency.unit@ontario.ca	1.00
	Sean O' Neil		Shareholder Loan 252 Whisper Creek Cir. Windsor ON N9K 1G3 oneildinasean@gmail.com	10,012.30
	Town of Tecumseh	Luc Gagnon	3744 550 00001500.0000 917 Lesperance Road Windsor ON N8N 1W9 Phone: (519) 735-2184 - 119 Fax: (519) 735-6712	10,943.00

TAB F

**In the Matter of the Receivership of
Proper Windsor Holdings ULC
Notice and Statement of the Receiver**
(Subsections 245(1) and 246(1) of the Act)

The Receiver gives notice and declares that:

1. Albert Gelman Inc. was appointed pursuant to an Amended and Restated Order dated October 21, 2022 (“**Appointment Order**”) of the Ontario Superior Court of Justice as a Receiver (“**Receiver**”) of the property, assets and undertakings of Proper Windsor Holdings ULC (“**Proper Windsor**”) (the “**Debtor**”).
2. Copies of the Appointment Order and the Notice of Application of The Toronto-Dominion Bank (“**TD Bank**”), are available on the Receiver’s case website located at: <https://www.albertgelman.com/corporate-solutions/other-engagements/>
3. On October 24, 2022 the Receiver took possession and control of the Debtor’s premises and property located at 3230 Moynahan St, Oldcastle, Ontario (“**Premises**”).
4. The following information relates to the receivership:
 - (a) Address of insolvent person: 3230 Moynahan St, Oldcastle, Ontario
 - (b) Principal line of business: Holding company owning all the shares of Cutting Edge Precision Services ULC
 - (c) Location of business: 3230 Moynahan St, Oldcastle, Ontario
 - (d) Amounts owed to each creditor who holds a security or deemed trust claim on the Debtor’s property:

Proper Windsor

- TD Bank (Guarantee of the debt of Cutting Edge Precision Services ULC), amount owing is unknown.
- Business Development Bank of Canada (Guarantee of the debt of Cutting Edge Precision Services ULC), the amount owing is unknown

The amounts set out above are subject to accruing interest and change.

- (e) The list of the unsecured creditors and amounts owed to each creditor is attached as **Schedule “A”**.
- (f) The Receiver’s plan of action to realize on the Debtor’s assets has not been finalized.
- (g) Contact person for receiver: Tom McElroy Tel: 416-504-1650 Ext. 117, Fax: 416-504-1655, Email: tmcelroy@albertgelman.com.

Dated at Toronto, this 31st day of October 2022.

**Albert Gelman Inc., solely in its capacity as Receiver of
Proper Windsor Holdings ULC and not in its personal capacity**

Per:



Joe Albert, CPA, DIFA, Licensed Insolvency Trustee

- Creditor Mailing List -

Schedule - A

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	1924904 Ontario Ltd.	Sean O'Neil	Shareholder Loan 252 Whisper Creek Cir. Windsor ON N9K 1G3 oneildinasean@gmail.com	2,179.00
	CRA - Tax - Ontario		821522596 RT/RC/RP 0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Phone: (866) 248-1576 Fax: (833) 697-2390	1.00
	KPMG LLP	Alison Piccolo	1002071327 Suite 618, Greenwood Centre, 3200 Deziel Drive Windsor ON N8W 5K8 Phone: (519) 251-3560 apiccolo@kpmg.ca	5,561.86
	Ministry of Finance - ON PST, EHT & Other Taxes	Mrs. Asta Alberry	Ministry of Revenue 33 King Street West 6th Floor Oshawa ON L1H 8H5 Phone: (866) 668-8297 Fax: (905) 436-4524 insolvency.unit@ontario.ca	1.00
	Proper Canada Inc.	Geoff O'Brien	Shareholder Loan 13870 E Eleven Mile Rd. Warren MI 48089 gobrien@proper.net	2,179.00

TAB G

RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(1242)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

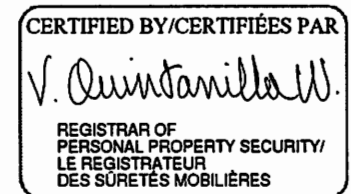
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

ENQUIRY NUMBER 20221017145106.42 CONTAINS 45 PAGE(S), 10 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

DAPHNA
CHERNIAL
81 BINSARTH CRESCENT
THORNHILL ON L4J 4S7

CONTINUED... 2



(crj)6 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(1243)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
779868251

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20220124 1628 1902 0244	P PPSA	04

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME CUTTING EDGE PRECISION SERVICE ULC

03 ADDRESS 3230 MOYNAHAN ST RR 1 OLDCASTLE ONTARIO CORPORATION NO. ON N0R 1L0

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

06 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X			

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION SOFTWARE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(1244)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
779868261

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20220124 1628 1902 0244		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY /

09 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL

AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE
PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR
DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en)fv 05/2022



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(1245)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
772788195

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20210525 1734 1590 2845	P PPSA	5

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME

CUTTING EDGE PRECISION SERVICES ULC

ONTARIO CORPORATION NO.

04

ADDRESS

3230 MOYNAHAN STREET

OLDCASTLE

ON N0R 1L0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME

CUTTING EDGE PRECISION SERVICES ULC

ONTARIO CORPORATION NO.

07

ADDRESS

2800 PARK PLACE, 666 BARRARD STREET

VANCOUVER

BC V6C 2Z7

SECURED PARTY / LIEN CLAIMANT
NORTH AMERICAN LIGHTING, INC.

09

ADDRESS

TOOL MANAGER COST CONTROL, 2275 S. MAIN

PARIS

IL 61944

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
					X	X	X	

10

MOTOR VEHICLE

YEAR MAKE

MODEL

V.I.N.

12

GENERAL COLLATERAL DESCRIPTION
ANY AND ALL SPECIAL TOOLS, MOLDS, DIES, MACHINERY, FORMS AND OTHER EQUIPMENT OR TOOL ASSOCIATED WITH PURCHASE ORDERS ISSUED BY THE SECURED PARTY TO THE DEBTOR.

16

REGISTERING AGENT

GARDINER ROBERTS LLP (M. LEE STRATTON)

17

ADDRESS

3600-22 ADELAIDE STREET WEST

TORONTO

ON M5H 4E3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(1246)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
772788195

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20210525 1734 1590 2845		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02

DEBTOR NAME	BUSINESS NAME
-------------	---------------

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05

DEBTOR NAME	BUSINESS NAME
-------------	---------------

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY /

08

LIEN CLAIMANT

09

ADDRESS STREET

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO-FIXED MATURITY DATE
----------------	---------------	--------	---------------------	------------------------

11

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
---------------	-----------	-------	--------

12

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)

Ontario 

RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(1247)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767814867

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20201118 1536 6005 8078	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		CUTTING EDGE PRECISION SERVICES ULC				
		ADDRESS	3230 MOYNAHAN STREET		OLDCASTLE	ON LOR 1L0

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS				

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		CWB NATIONAL LEASING INC.				
		ADDRESS	1525 BUFFALO PLACE 3022347		WINNIPEG	MB R3T 1L9

COLLATERAL CLASSIFICATION		CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X						

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION: ALL INDUSTRIAL EQUIPMENT, 2020 QUASER UX500 VERTICAL 5 AXIS MACHINING CENTER S/N? 315C200028 OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3022347, BETWEEN THE SECURED PARTY AND THE DEBTOR,

REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(1248)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767814867

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20201118 1536 6005 8078		

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

MOTOR YEAR MAKE MODEL V.I.N.

VEHICLE

GENERAL AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,
COLLATERAL ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY
DESCRIPTION OR INDIRECTLY THEREFROM.

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(1249)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	6		20200206 1141 5064 1312	P PPSA	06

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME CUTTING EDGE PRECISION SERVICES ULC
ADDRESS 3230 MOYNAHAN STREET OLDCASTLE ONTARIO CORPORATION NO. NUR 1L0

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT WELLS FARGO EQUIPMENT FINANCE COMPANY

ADDRESS 1290 CENTRAL PARKWAY W. SUITE 1100 MISSISSAUGA ON L5C 4R3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X			

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ONE (1) 2020 ATLAS COPCO GA15+FF (20 HP) ROTARY SCREW AIR COMPRESSOR, SN- TBD C/W ALL ATTACHMENTS AND ACCESSORIES. ONE (1) 2020 QUASER UX500C/20C 5 AXIS VERTICAL MACHINING CENTER WITH HEIDENHAIN TNC640

REGISTERING AGENT SECUREFACT TRANSACTION SERVICES, INC.

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(1250)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	6		20200206 1141 5064 1312		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11

MOTOR VEHICLE

GENERAL CONTROL, SN- TBD C/W ALL ATTACHMENTS AND ACCESSORIES. ONE (1) 2020
COLLATERAL EROWA ROBOT COMPACT 80, SN- TBD C/W ALL ATTACHMENT AND ACCESSORIES.
DESCRIPTION THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS,

REGISTERING AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(1251)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	6		20200206 1141 5064 1312		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(1252)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	6		20200206 1141 5064 1312		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CHAIAMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	---------------	--------	---------------------	------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION
THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

13

REGISTERING AGENT

16

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(ej1fv 05/2022)

RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(1253)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	6		20200206 1141 5064 1312		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

09

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------------	---------------	--------	---------------------	-------------------------

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

14

COLLATERAL

RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

15

DESCRIPTION

COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

16

REGISTERING

17

AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej1fv 05/2022)

Ontario 

RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(1254)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	6		20200206 1141 5064 1312		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL. (REFERENCE NO. 060-1980564-001) (FOR INTERNAL USE ONLY)
COLLATERAL DESCRIPTION (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cij1fv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(1255)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	3		20201016 1333 5064 6233	
21	RECORD REFERENCED	FILE NUMBER	759922938		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC		
25	OTHER CHANGE REASON/ DESCRIPTION	TO AMEND THE EQUIPMENT DESCRIPTION ON PAGE 1 LINES 13, 14, 15 AND PAGE 2 LINES 13, 14 ON THE ORIGINAL REGISTRATION.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL DESCRIPTION	ONE (1) 2018 ATLAS COPCO GA15+FF (20 HP) ROTARY SCREW AIR COMPRESSOR, GA15+FF, SN API333490 C/W ALL ATTACHMENTS AND ACCESSORIES. ONE (1) 2020 QUASER UX500 VERTICAL 5-AXIS MACHINING			
13	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(1256)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	3		20201016 1333 5064 6233	
21	RECORD REFERENCED	FILE NUMBER	759922938		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	MATURITY OR
					MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR				
16	SECURED PARTY/ LIEN CLAIMANT				
17	ADDRESS				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2iv 05/2022)

RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(1257)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	3		20201016 1333 5064 6233	
21	RECORD REFERENCED	FILE NUMBER	759922938		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL COLLATERAL DESCRIPTION	WITH INTEGRATED CHICKS, SN ERC80.4310 C/W ALL ATTACHMENT AND ACCESSORIES.			
13	REGISTERING AGENT OR				
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2hv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(1258)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	2		20210708 1558 1902 1985	
21	RECORD REFERENCED	FILE NUMBER	759922938		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED D ASSIGNMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	WELLS FARGO EQUIPMENT FINANCE COMPANY			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK			
09	ADDRESS	400-5045 SOUTH SERVICE ROAD	BURLINGTON	ON	L7L 5Y7
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.-I.-N.
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	SECUREFACT TRANSACTION SERVICES, INC.			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET W, SUITE 400	TORONTO	ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(1259)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		2		20210708 1558 1902 1985	
21	RECORD REFERENCED	FILE NUMBER	759922938		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	WELLS FARGO EQUIPMENT FINANCE COMPANY			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	THE TORONTO-DOMINION BANK			
09	ADDRESS	400-5045 SOUTH SERVICE ROAD	BURLINGTON	ON	L7L 5Y7
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V-I-N.	
12	GENERAL COLLATERAL DESCRIPTION				
13	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 290
RUN DATE : 2022/10/18
ID : 20221017145106.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(1260)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 16OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
718351695

00

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20160706 1327 1590 2169	P PPSA	24

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03 NAME

BUSINESS NAME CUTTING EDGE PRECISION SERVICES ULC

ONTARIO CORPORATION NO.

04 ADDRESS

3230 MOYNAHAN ST.

OLDCASTLE

ON N0R 1L0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME

BUSINESS NAME CUTTING EDGE PRECISION SERVICES ULC

ONTARIO CORPORATION NO.

07 ADDRESS

2800 PARK PLACE, 666 BARRARD STREET

VANCOUVER

BC V6C 2Z7

08 SECURED PARTY /
LIEN CLAIMANT

BUSINESS DEVELOPMENT BANK OF CANADA

09 ADDRESS

2485 OUELLETTE AVENUE, SUITE 200

WINDSOR

ON N8X 1L5

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X	X	X	X	X	X				X

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

KIRWIN PARTNERS LLP (RPL/31027)

ADDRESS 423 PELISSIER STREET

WINDSOR

ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

