

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION OF
DACO MANUFACTURING LTD. OF THE CITY OF TORONTO
IN THE PROVINCE OF ONTARIO

MOTION RECORD
(Returnable July 17, 2015)

BENNETT JONES LLP
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AND TO:	RICHTER ADVISORY GROUP INC. 181 Bay St., Suite 3320 Bay Wellington Tower Toronto, ON M5J 2T3 Adam Sherman Tel: 416.488.2345 x.2318 Email: asherman@richter.ca Pritesh Patel Tel: 416.642.9421 Email: ppatel@richter.ca The Proposal Trustee	AND TO:	GOWLING LAFLEUR HENDERSON LLP 1 First Canadian Place, 100 King Street West, Suite 1600 Toronto, ON M5X 1G5 Clifton P. Prophet Tel: 416.862.3509 Email: clifton.prophet@gowlings.com Counsel to the Proposal Trustee
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AND TO:	ROYNAT CAPITAL 5160 Yonge Street Suite 1000 Toronto, ON M2N 2L9 Gaurav Chopra Tel: 416.859.7840 Email: choprag@roynat.com	AND TO:	SIMPSONWIGLE LAW LLP 1 Hunter Street East, Suite 200 Hamilton, ON L8N 3W1 David J. Jackson Tel: 905.538.8411 Email: jacksond@simpsonwigle.com Counsel to Roynat
AND TO:	COUNTER INTELLIGENCE MERCHANDISING INC. 333 North Rivermede Road No. 1 Concord, ON L4K 3N7	AND TO:	MARKOFF & SHAIN LLP 8920 Woodbine Avenue, Suite 202 Markham, ON L3R 9W9 Howard Shain Email: Shain@markoffshain.com Counsel to Counter Intelligence Merchandising Inc.
AND TO:	CSBC CAPITAL INC. 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4	AND TO:	DACO (USA), INC. 401 Vaughan Valley Boulevard Woodbridge, ON L4R 3B5 Matthew Lunetta Email: matthew.r.lunetta@gmail.com Sheila Vanderkam Email: vsd4219k@gmail.com
AND TO:	DACO CANADA REAL ESTATE HOLDINGS LTD. 401 Vaughan Valley Boulevard Woodbridge, ON L4R 3B5 Matthew Lunetta Email: matthew.r.lunetta@gmail.com Sheila Vanderkam Email: vsd4219k@gmail.com	AND TO:	OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA Federal Building 55 Bay Street North, 9 th Floor Hamilton, ON L8R 3P7 Tel: 1.877.376.9902

AND TO:	ROBINS APPLEBY 120 Adelaide Street West, Suite 2600 Toronto, ON M5H 1T1 Barbara Green Tel: 416.360.3379 Email: bgreen@robapp.com Counsel to Belmira Almeida		
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Court File No. 31-1995891
Estate No. 31-1995891

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION OF
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**MOTION RECORD
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TAB 1

Court File No. 31-1995891
Estate No. 31-1995891

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION OF
DACO MANUFACTURING LTD. OF THE CITY OF TORONTO
IN THE PROVINCE OF ONTARIO**

**NOTICE OF MOTION
(Returnable July 17, 2015)**

Daco Manufacturing Ltd. ("**Daco**") will make a motion to a judge presiding over the Commercial List on Monday, July 17, 2015 at 10:00 a.m., or as soon after that time as the motion can be heard, at the courthouse located at 330 University Avenue, 8th Floor, Toronto, Ontario.

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

THE MOTION IS FOR:

1. An Order, substantially in the form attached at Tab 3 of the Motion Record:
 - (a) abridging the time for service of this Notice of Motion and the Second Report (the "**Second Report**") of Richter Advisory Group Inc. ("**Richter**") in its capacity as proposal trustee (the "**Proposal Trustee**") of Daco, if necessary, and validating service thereof; and

- (b) appointing Richter as receiver (in such capacity, the "**Receiver**"), of all the assets, properties and undertakings of Daco (the "**Property**"), pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), substantially in the form of the draft Order included in the Motion Record at Tab 3.
2. Such further and other relief as counsel may advise and this Honourable Court deems just and appropriate.

THE GROUNDS FOR THIS MOTION ARE:

3. Daco is primarily a wholesaler of jewellery, including both costume and fashion jewellery (manufactured from precious metals such as gold and silver). Daco's products are sold to a wide range of customers in Canada, including significant national retail chains.
4. Daco's secured lenders are Roynat Inc. ("**Roynat**"), Meridian Credit Union Limited ("**Meridian**"), and Daco (USA), Inc. (the "**Secured Lenders**"), which are collectively owed in excess of \$5.5 million. In addition, Daco has unsecured liabilities of approximately \$1 million.
5. On May 19, 2015, Daco filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to section 50.4(1) of the BIA. Richter was appointed as Proposal Trustee.
6. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made on June 8, 2015, the deadline for Daco to file its proposal was extended to July 17, 2015. The June 8, 2015 Order also approved a sale process for the Property (the "**Bid Process**")

and granted a first-priority charge (the "**Administration Charge**") in favour of Richter (in its capacity as Proposal Trustee), legal counsel to the Proposal Trustee, and legal counsel to Daco to secure payment of their collective fees and disbursements.

7. Under the Bid Process, interested parties were required to submit binding offers (the "**Offers**") to the Proposal Trustee by 12 p.m. EST on July 9, 2015 (the "**Bid Deadline**").
8. The Bid Process did not result in any Offers or combination of Offers being submitted by the Bid Deadline that are expected to result in realizations sufficient to satisfy the administration costs secured by the first-priority Administration Charge and Daco's Secured Lenders for the full value of their claims. In fact, realizations from Daco's assets are not expected to be sufficient to fully repay the secured claims of the two first-ranking Secured Lenders, Meridian and Roynat.
9. Accordingly, Daco and the Proposal Trustee now do not expect there to be any funds available to make a viable proposal to Daco's unsecured creditors.
10. The deadline for Daco to file a proposal is July 17, 2015, and absent Daco filing a proposal with the Official Receiver or the Court granting an extension of the time to file a proposal, Daco will be deemed to have filed an assignment in bankruptcy.
11. Completion of the sale or other monetization of Daco's Property in a bankruptcy would be impractical and inefficient as it would result in further delays and additional costs that decrease recovery for and be prejudicial to Daco's Secured Lenders. The most efficient and prudent means of completing the sale of Daco's Property is to seek the appointment

of a receiver empowered by the Court to complete the sale or other realization of the Property.

12. It is requested that Richter be appointed by the Court as Receiver and be granted the powers set out in the draft Order attached at Tab 3 of this Motion Record. Richter is in the best position to economically and expeditiously pursue any sale, and facilitate distributions to the stakeholders because, as Proposal Trustee, Richter is familiar with the business and assets of Daco and has been involved in administering Daco's insolvency proceedings and the Bid Process from the outset. Richter's has acted as Proposal Trustee, would become the trustee in bankruptcy upon Daco's deemed assignment into bankruptcy and is prepared to act as Receiver.
13. The Secured Lenders have been consulted through their counsel regarding the proposed appointment of Richter as Receiver and have not indicated any opposition to the requested Order as at the date of this Notice of Motion.
14. The appointment of the Receiver is just and convenient in these circumstances.
15. Such further and other grounds as set out in the Affidavit of Matthew Lunetta sworn July 14, 2015 ("**Lunetta Affidavit**").
16. Such further and other grounds as set out in the Second Report.
17. Section 101 of the CJA.
18. Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16.04 and 37 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

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

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THIS MOTION:

- (a) the Lunetta Affidavit, and the exhibits thereto;
- (b) the Second Report, and the appendices thereto; and
- (c) such further and other material as counsel may advise and this Court may permit.

July 14, 2015.

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Daco Manufacturing Ltd.

IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

NOTICE OF MOTION

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Lawyers for the Applicant,
Daco Manufacturing Ltd.

TAB 2

Court File No. 31-1995891
Estate No. 31-1995891

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
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IN THE PROVINCE OF ONTARIO**

AFFIDAVIT OF MATTHEW LUNETTA

Sworn July 14, 2015

I, Matthew Lunetta of the City of Brooklyn in the State of New York, U.S.A., make oath and say:

1. I am the president of Lunetta & Associates Consulting LLC ("**Lunetta Consulting**"). Lunetta Consulting was engaged as an independent contractor by Daco Manufacturing Ltd. ("**Daco**") pursuant to a letter dated May 19, 2015 to provide certain services in the context of Daco's efforts to restructure. As such, I have personal knowledge of the matters to which I herein depose. Where the source of my information or belief is other than my own personal knowledge, I have identified the source and the basis for my information and verily believe it to be true.

I. RELIEF SOUGHT

2. I swear this Affidavit in support of a motion by Daco for an Order, substantially in the form attached as Tab 3 to the motion record of Daco for its motion returnable July 17, 2015,

inter alia, appointing Richter Advisory Group Inc. ("**Richter**") as receiver (in such capacity, the "**Receiver**") of all the assets, properties and undertakings (the "**Property**") of Daco, pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), for the purposes of completing the sale of or realization upon Daco's Property.

II. BACKGROUND

3. Daco is a corporation incorporated under the provisions of the *Business Corporations Act* (Ontario). The sole shareholder of Daco is Daco Canada Holdings Ltd. ("**Daco Holdings**"). Daco Holdings also owns all of the issued and outstanding shares of Daco Canada Real Estate Holdings Ltd. ("**Daco Real Estate**"). The sole shareholder of Daco Holdings is Daco (USA), Inc. ("**Daco USA**"). Ms. Sheila Vanderkam owns all of the issued and outstanding shares of Daco USA.

4. Daco is primarily a wholesaler of jewellery, including both costume jewellery and fashion jewellery (manufactured from precious metals such as gold and silver). Daco operates from an approximately 27,000 square foot building on 1.4 acres of land located at 401 Vaughan Valley Road in Woodbridge, Ontario (the "**Premises**"). Daco is the bare legal title holder of the Premises, and beneficial ownership of the Premises is held by Daco Real Estate.

5. On May 19, 2015, Daco filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). Richter was appointed as proposal trustee (the "**Proposal Trustee**"). Further details of Daco's background are set out in my affidavit sworn June 3, 2015 (the "**June 3 Affidavit**") and previously filed in this proceeding in connection with Daco's motion heard on June 8, 2015 for an Order approving Daco's Bid Process, as described further below.

III. SECURED CREDITORS

6. As described in greater detail in the June 3 Affidavit, Daco has three secured lenders: Meridian Credit Union Limited ("**Meridian**"), which is owed approximately \$1.35 million; Roynat Inc. ("**Roynat**"), which is owed approximately \$1.5 million; and Daco (USA), which is

owed approximately \$2.7 million (Daco (USA) together with Meridian and **Roynat**, the "**Secured Lenders**"). A copy of the PPSA search results from the Ontario Personal Property Security Registration System against Daco as at July 7, 2015 (the "**PPSA Search**") is attached hereto and marked as Exhibit "**A**".

7. In addition to the Secured Lenders, the PPSA Search indicates two PPSA registrations effected by CBSC Capital Inc., which relate to certain leased or financed photocopiers. Payments for those photocopiers have been made through to July 31, 2015 and I understand that Richter intends to deal with CBSC with respect to arrangements for the return or continued use of the photocopiers.

8. The PPSA Search also indicates a previous registration that had been effected by Counter Intelligence Merchandising Inc. ("**CIMI**"), which registration existed at the time of Daco's NOI filing. This PPSA registration was erroneously registered and was discharged by CIMI on or about June 5, 2015 after Daco's counsel brought the error to the attention of CIMI's counsel.

IV. UNSECURED CREDITORS

9. As at the date of the filing of its NOI, Daco owed its unsecured creditors approximately \$1 million dollars, excluding any amounts owing to former and current employees.

10. Since the filing of its NOI, Daco has been operating with a greatly reduced staff of approximately 6 employees plus two independent contractors (myself and a security guard). Daco is current as of the last payroll cycle for the period ending July 10, 2015 in paying wages to its remaining employees, consistent with its normal payroll practices. All source deductions for remaining employees are being paid. Daco is also current in its HST filings.

V. SALE PROCESS DURING NOI PROCEEDINGS

11. On June 8, 2015, the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued an Order (the "**June 8 Order**"), *inter alia*:

- a) approving a court-supervised sale process (the "**Bid Process**");

- b) granting a first-priority charge (the "**Administration Charge**") in favour of Richter (in its capacity as Proposal Trustee), legal counsel to the Proposal Trustee, and legal counsel to Daco to secure payment of their collective fees and disbursements; and
- c) extending the time within which a proposal must be filed with the Official Receiver to and including July 17, 2015.

A copy of the June 8 Order is attached hereto and marked as Exhibit "**B**".

12. Daco, in consultation with the Proposal Trustee, developed the Bid Process to identify a purchaser or purchasers for the sale of Daco's assets, properties, and undertakings (including the land and building comprising the Premises, bare legal title to which is held by Daco) in the context of the NOI. It was the hope of Daco that the Bid Process would result in sufficient proceeds to pay out the indebtedness owing to the Secured Lenders and yield some excess proceeds which could be used to fund a proposal to unsecured creditors.

13. Under the Bid Process, interested parties were required to submit binding offers (the "**Offers**") to the Proposal Trustee by 12:00 p.m. on July 9, 2015 (the "**Bid Deadline**").

14. I understand that the Proposal Trustee will shortly be filing its Second Report summarizing the activities carried out under and the results of the Bid Process. I am informed by Mr. Adam Sherman, Vice President of Richter, and believe that based on the offers received under the Bid Process, the anticipated net realizations from the Property, including any surplus cash flows, (after payment of professional fees and other transaction costs), will be substantially less than the amounts owed to the Secured Lenders. Even if the secured claims of Daco USA were not factored in, the net realizations from the Property are not expected to be sufficient to fully pay the amounts owed by Daco to the other Secured Lenders (Meridian and Roynat). Accordingly, it is now expected that there will not be any funds available to make a viable proposal to Daco's unsecured creditors.

VI. APPOINTMENT OF A RECEIVER

15. Pursuant to the extension granted under the June 8 Order, the deadline for Daco to file a proposal is July 17, 2015. In the event that Daco fails to file a proposal or obtain further extension from the Court, I understand from Daco's counsel and verily believe that Daco will be deemed to have filed an assignment in bankruptcy upon the expiry of the time to file a proposal.

16. Given that it has now become clear that the proceeds of realization from Daco's Property are not expected to be sufficient to pay the claims of Secured Creditors and there will therefore not be any funds available to make a viable proposal to Daco's unsecured creditors, Daco is not seeking any further extension of time to make a proposal to its creditors.

17. Under the circumstances, the vesting of Daco's Property in a trustee in bankruptcy upon Daco's bankruptcy would cause prejudice to Daco's Secured Lenders as it would result in further delays and additional costs that decrease recovery for Meridian and Roynat. Daco's trustee in bankruptcy would have to comply with various requirements of administering a bankruptcy estate, including but not limited to, sending notices to creditors, conducting meetings of creditors, and appointing inspectors, all prior to finalizing a sale of or realization upon Daco's Property. In addition, any sale conducted within a bankruptcy would be subject to the superintendent's levy calculated based on the value of the assets being sold.

18. After consultation with the Secured Lenders and the Proposal Trustee, Daco has concluded that the most efficient and prudent means of completing the sale or realization of Daco's Property is to seek the appointment of Richter as receiver to carry out the remaining steps in completing the sale or monetization of the Daco's Property on an efficient and expedient basis and to then return to Court for any further directions or Orders as the Court may deem appropriate, including with respect to the approval of any sale or sales and distribution of proceeds.

19. Richter is in the best position to economically and expeditiously pursue any sale, and facilitate distributions to the stakeholders because, as Proposal Trustee, Richter is familiar with the business and assets of Daco and has been involved in administering Daco's insolvency

proceedings and the Bid Process from the outset. Therefore, I believe that the appointment of Richter as Receiver is in the best interests of all stakeholders, as it will maximize recovery and protect stakeholders by allowing for the completion of the sale process in a transparent and cost-efficient manner, and for the timely distribution of proceeds to the Secured Lenders in accordance with their priorities. In addition, since Richter will also become Daco's trustee in bankruptcy upon the expiry of the extension to file a proposal, I believe that it would be most efficient to have Richter be appointed Receiver as well.

20. I understand from Mr. Adam Sherman, Vice President of Richter, and believe that Richter is prepared to act as Receiver in this matter and that Richter is a "trustee" within the meaning of subsection 2(1) of the BIA and, as such, is permitted to be appointed Receiver.

21. I understand from counsel to Daco that counsel for the Secured Lenders, which have the right to appoint a receiver under their security documentation, have been consulted regarding the relief sought herein.

Daco Real Estate

22. Daco, in its capacity as bare legal title holder to the Premises, has granted charges against title to the land and building comprising the Premises in favour of Roynat and Meridian (with Roynat registered prior in time to Meridian). Details with respect to those charges were set out in my June 3 Affidavit and copies thereof were attached as Exhibits "G" (Meridian) and "L" (Roynat) thereto. Daco holds bare legal title to the Premises for Daco Real Estate, which is the beneficial holder of the Premises.

23. I understand that Roynat and Meridian are seeking payment from Daco Real Estate in respect of certain guarantees that Daco Real Estate has provided to Roynat and Meridian in respect of Daco's indebtedness. Daco Real Estate has agreed to list the Premises for sale with real estate broker CBRE. Daco Real Estate is not a debtor in the NOI proceeding or in the proposed receivership, but will ultimately bear the loss of any shortfalls suffered by Roynat and/or Meridian if Daco Real Estate pays such shortfalls from the proceeds of the sale of the Premises. Accordingly, Daco Real Estate has requested that it be kept informed of any sales of the

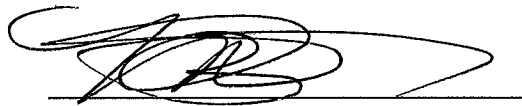
Property proposed by the Receiver and to be kept apprised of the Receiver's activities, so that Daco Real Estate can manage and mitigate any exposure it may have to Meridian and/or Roynat. I understand that Richter is agreeable to the requests made by Daco Real Estate if it is appointed as Receiver.

24. I swear this affidavit in support of Daco's motion for the relief requested and for no other or improper purpose.

SWORN BEFORE ME at the City of
Woodbridge, in the Province of
Ontario, on July 14, 2015

Marlee Dolores Brillinger, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
~~Expires April 14, 2018.~~

A Commissioner for taking affidavits



Matthew Lunetta

TAB 2A

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF
MATTHEW LUNETTA
SWORN
THE 14th DAY OF JULY, 2015**

Marlee Dolores Brillinger, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 14, 2018.

A Commissioner for taking affidavits, etc.

Marlee Brillinger

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 7/7/2015
File Currency Date: 07/06/2015
Family(ies): 6
Page(s): 12

SEARCH : Business Debtor : DACO MANUFACTURING LTD.

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 7/7/2015
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Family(ies): 6
Page(s): 12

SEARCH : Business Debtor : DACO MANUFACTURING LTD.

FAMILY : 1 OF 6 ENQUIRY PAGE : 1 OF 12
SEARCH : BD : DACO MANUFACTURING LTD.

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01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
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02 IND DOB : IND NAME:
03 BUS NAME: DACO MANUFACTURING LTD.

OCN :

04 ADDRESS : 401 VAUGHAN VALLEY BLVD.
CITY : WOODBRIDGE PROV: ONT POSTAL CODE: L4H 3B5
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYNAT INC.

09 ADDRESS : 5160 YONGE STREET, SUITE 1000
CITY : TORONTO PROV: ONT POSTAL CODE: M2N 2L9
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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CHAITONS LLP (25672/MJH)

17 ADDRESS : 185 SHEPPARD AVE. WEST
CITY : TORONTO PROV: ONT POSTAL CODE: M2N 1M9

FAMILY : 1 OF 6 ENQUIRY PAGE : 2 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

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 21 REFERENCE FILE NUMBER : 631614015
 22 AMEND PAGE: NO PAGE: X CHANGE: J OTHER REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: DACO MANUFACTURING LTD.

25 OTHER CHANGE: SUBORDINATION
 26 REASON: REFERENCE FILE #631614015 IS HEREBY POSTPONED TO REFERENCE FILE
 27 /DESCR: #667837503
 28 :
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OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
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 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : MACDONALD SAGER MANIS LLP (SJS/LT) (#111223)
 17 ADDRESS : 150 YORK STREET, SUITE 800
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 3S5

FAMILY : 2 OF 6 ENQUIRY PAGE : 3 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 667837503 EXPIRY DATE : 23FEB 2016 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
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 02 IND DOB : IND NAME:
 03 BUS NAME: DACO MANUFACTURING LTD.

OCN :

04 ADDRESS : 401 VAUGHAN VALLEY BLVD.
 CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4H 3B5
 05 IND DOB : IND NAME:
 06 BUS NAME: DACO (USA), INC.

OCN :

07 ADDRESS : 406 MCGOWEN STREET
 CITY : HOUSTON PROV: TX POSTAL CODE: 77006

08 SECURED PARTY/LIEN CLAIMANT :

MERIDIAN CREDIT UNION LIMITED

09 ADDRESS : 797 MILNER AVENUE, SUITE 200
 CITY : TORONTO PROV: ON POSTAL CODE: M1B 3C3
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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: MACDONALD SAGER MANIS LLP (SJS/LT) (#111223)

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 CITY : TORONTO PROV: ON POSTAL CODE: M5H 3S5

FAMILY : 3 OF 6 ENQUIRY PAGE : 4 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 672614541 EXPIRY DATE : 31AUG 2016 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20110831 1943 1531 6094 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: DACO MANUFACTURING LTD

OCN :

04 ADDRESS : 401 VAUGHAN VALLEY BOULEVARD
 CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4H 3B5
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 CBSC CAPITAL INC.

09 ADDRESS : 100-1235 NORTH SERVICE RD W
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6M 2W2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

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16 AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

FAMILY : 4 OF 6 ENQUIRY PAGE : 5 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 686231289 EXPIRY DATE : 19APR 2018 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 005 MV SCHEDULE ATTACHED :
 REG NUM : 20130419 1956 1531 0544 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: DACO MANUFACTURING LTD

OCN :
 04 ADDRESS : 401 VAUGHAN VALLEY BOULEVARD
 CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4H 3B5
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 CBSC CAPITAL INC.
 09 ADDRESS : 3450 SUPERIOR COURT, UNIT 1
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6L 0C4
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11
 12

GENERAL COLLATERAL DESCRIPTION

13 ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
 14 WHEREVER SITUATED, CONSISTING OF FOUR (4) CANON COPIERS, TOGETHER
 15 WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,
 16 AGENT: D+H LIMITED PARTNERSHIP
 17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

FAMILY : 4 OF 6 ENQUIRY PAGE : 6 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 686231289 EXPIRY DATE : 19APR 2018 STATUS :
 01 CAUTION FILING : PAGE : 02 OF 005 MV SCHEDULE ATTACHED :
 REG NUM : 20130419 1956 1531 0544 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
 03 BUS NAME:

OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11
 12

GENERAL COLLATERAL DESCRIPTION

13 ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,
 14 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE
 15 FOREGOING AND ALL PROCEEDS OF ANY FORM DERIVED THEREFROM, BEING ALL
 16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

FAMILY : 4 OF 6 ENQUIRY PAGE : 7 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 686231289 EXPIRY DATE : 19APR 2018 STATUS :
 01 CAUTION FILING : PAGE : 03 OF 005 MV SCHEDULE ATTACHED :
 REG NUM : 20130419 1956 1531 0544 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
 03 BUS NAME:

OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY WHICH
 14 IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING OR DISPOSITION
 15 OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT LIMITATION, ALL
 16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

FAMILY : 4 OF 6 ENQUIRY PAGE : 8 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 686231289 EXPIRY DATE : 19APR 2018 STATUS :
 01 CAUTION FILING : PAGE : 04 OF 005 MV SCHEDULE ATTACHED :
 REG NUM : 20130419 1956 1531 0544 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
 03 BUS NAME:

OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION
 14 FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER PAYMENTS
 15 ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL, GOODS,
 16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

FAMILY : 4 OF 6 ENQUIRY PAGE : 9 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 686231289 EXPIRY DATE : 19APR 2018 STATUS :
 01 CAUTION FILING : PAGE : 05 OF 005 MV SCHEDULE ATTACHED :
 REG NUM : 20130419 1956 1531 0544 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
 03 BUS NAME:

OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS,

14 MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.

15

16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

FAMILY : 5 OF 6 ENQUIRY PAGE : 10 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 686914929 EXPIRY DATE : 14MAY 2023 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20130514 1610 1862 5404 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: DACO MANUFACTURING LTD.

OCN :

04 ADDRESS : 401 VAUGHAN VALLEY BOULEVARD
 CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4H 3B5
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 DACO USA INC.

09 ADDRESS : 401 VAUGHAN VALLEY BOULEVARD
 CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4H 3B5
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: BORDEN LADNER GERVAIS LLP (J.F. DYCK)

17 ADDRESS : 40 KING STREET WEST, SUITE 4400
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 3Y4

FAMILY : 6 OF 6 ENQUIRY PAGE : 11 OF 12
 SEARCH : BD : DACO MANUFACTURING LTD.

00 FILE NUMBER : 706070322 EXPIRY DATE : 05JUN 2015 STATUS : D DISCHARGED
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20150513 1152 1862 8055 REG TYP: P PPSA REG PERIOD: 3
 02 IND DOB : IND NAME:
 03 BUS NAME: DACO MANUFACTURING LTD.

OCN : 1146138

04 ADDRESS : 401 VAUGHAN VALLEY BOULEVARD
 CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4H 3B5
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 COUNTER INTELLIGENCE MERCHANDISING INC.

09 ADDRESS : 333 NORTH RIVERMEDE ROAD NO. 1
 CITY : CONCORD PROV: ON POSTAL CODE: L4K 3N7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X
 YEAR MAKE MODEL V.I.N.

11
 12

GENERAL COLLATERAL DESCRIPTION

13 CONDITIONAL SALES AGREEMENT

14

15

16 AGENT: HOWARD SHAIN, MARKOFF & SHAIN LLP

17 ADDRESS : 8920 WOODBINE AVENUE, SUITE 202
 CITY : MARKHAM PROV: ON POSTAL CODE: L3R 9W9

FAMILY : 6 OF 6
SEARCH : BD : DACO MANUFACTURING LTD.

ENQUIRY PAGE : 12 OF 12

FILE NUMBER 706070322

01 REGISTRATION NUMBER : 20150605 0856 1862 0004

31 REF FILE NUM: 706070322 CHANGE CODE: C DISCHRG RENEWAL YEARS:

32 REF IND NAME:

33 REF BUS NAME: DACO MANUFACTURING LTD.

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

HOWARD SHAIN, MARKOFF & SHAIN LLP

09/17 ADDRESS : 8920 WOODBINE AVENUE, SUITE 202

CITY : MARKHAM

PROV : ON

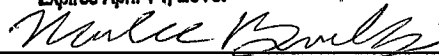
POSTAL CODE : L3R 9W9

TAB 2B

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF
MATTHEW LUNETTA
SWORN**

THE 14th DAY OF JULY, 2015

**Marlee Dolores Brillinger, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 14, 2018.**



A Commissioner for taking affidavits, etc.

Court File No. 31-1995891
Estate No. 31-1995891

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM
JUSTICE CONWAY

)
)
)

MONDAY, THE ~~MONDAY~~ 8th B
DAY OF JUNE, 2015



**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED
AND IN THE MATTER OF THE NOTICE OF INTENTION OF
DACO MANUFACTURING LTD. OF THE CITY OF TORONTO IN THE PROVINCE
OF ONTARIO**

ORDER

THIS MOTION made by Daco Manufacturing Ltd. (the "**Company**") for an order, among other things, extending the time to file a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Matthew Lunetta sworn June 3, 2015 and the exhibits thereto (the "**Lunetta Affidavit**"), the report (the "**First Report**") of Richter Advisory Group Inc. in its capacity as the Proposal Trustee (the "**Proposal Trustee**") dated June 3, 2015, and on hearing the submissions of counsel for the Company, the submissions of counsel for the Proposal Trustee, ~~and the submission of~~ ^{BC} no one else appearing,

SERVICE

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

APPROVAL OF BID PROCESS

2. **THIS COURT ORDERS** that the bid process (the "**Bid Process**") described in the First Report be and it is hereby approved.

3. **THIS COURT ORDERS** that the Company and the Proposal Trustee be and they are hereby authorized and empowered to take such steps as are necessary or desirable to carry out and perform their obligations under the Bid Process.

ADMINISTRATION CHARGE

4. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on all current and future assets, rights, undertakings, and properties of the Company, of every nature and kind whatsoever, and wherever situated including all proceeds thereof (the "**Property**"), which Administration Charge shall not exceed an aggregate amount of CAD \$150,000, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings.

5. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

6. **THIS COURT ORDERS** that the Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, notwithstanding the order of perfection or attachment.

EXTENSION OF TIME TO FILE PROPOSAL

7. **THIS COURT ORDERS** that the time within which a proposal must be filed with the Official Receiver, and the stay of proceedings herein, be and it is hereby extended to July 17, 2015.

SERVICE AND NOTICE

8. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which may be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and

paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.richter.ca/en/insolvency-cases/d/daco-manufacturing-ltd.

9. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Proposal Trustee, counsel for the Proposal Trustee, and counsel for the Company are 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 or electronic transmission to the Company's creditors or other interested parties at their respective addresses as last shown on the records of the Company and that any such service or notice by courier, personal delivery, facsimile 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.

GENERAL

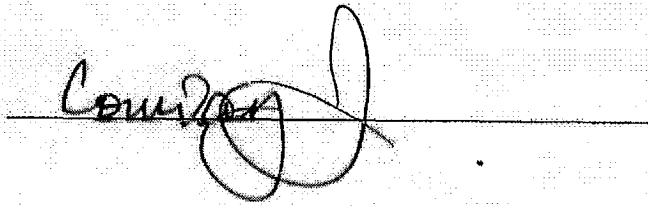
10. **THIS COURT ORDERS** that the Company or the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

11. **THIS COURT ORDERS** that nothing in this Order shall prevent the Proposal Trustee from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Company or the Property.

12. **THIS COURT ORDERS** that each of the Company and the Proposal Trustee 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 any other Order issued in these proceedings.

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

JUN - 8 2015



IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION OF DACO MANUFACTURING LTD. OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ORDER

BENNETT JONES LLP
3400 One First Canadian Place
Toronto, ON M5X 1A4

Mark S. Laugesen (LSUC#32937W)
Tel: 416. 777.6254
Fax: 416. 863.1716

Lawyer for the Applicant,
Daco Manufacturing Ltd.

IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION OF DACO MANUFACTURING LTD. OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

AFFIDAVIT OF MATTHEW LUNETTA
Sworn July 14, 2015

BENNETT JONES LLP
3400 One First Canadian Place
Toronto, ON M5X 1A4
Fax: 416.863.1716

Mark S. Laugesen (LSUC#32937W)
Tel: 416.777.6254

Raj Sahni (LSUC#42942U)
Tel: 416.777.4804

Solicitors for the Applicant,
Daco Manufacturing Ltd.

TAB 3

Court File No. 31-1995891
Estate No. 31-1995891

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)	FRIDAY, THE 17 TH
)	
JUSTICE WILTON-SIEGEL)	DAY OF JULY, 2015

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION OF
DACO MANUFACTURING LTD. OF THE CITY OF TORONTO IN THE PROVINCE
OF ONTARIO**

ORDER

(appointing Receiver)

THIS MOTION made by the Applicant, Daco Manufacturing Ltd. (the "**Company**" or the "**Debtor**"), for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Richter Advisory Group Inc. ("**Richter**") as Receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Matthew Lunetta sworn on July [14], 2015 and the Exhibits thereto and the Second Report of Richter in its capacity as Proposal Trustee dated July [14], 2015 (the "**Second Report**") and on hearing the submissions of counsel for the Company, Meridian Credit Union Limited ("**Meridian**") and those other parties as appearing on the Counsel Slip, and on reading the consent of Richter to act as the Receiver.

LIFTING OF STAY OF PROCEEDINGS

1. THIS COURT ORDERS that, to the extent necessary, the stay of proceedings pursuant to section 69(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985. C.B-3, as amended (the "BIA") shall be and are hereby lifted to allow this Motion to be brought.

SERVICE

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

TERMINATION OF PROPOSAL PROCEEDINGS

3. THIS COURT ORDERS that the time within which a proposal must be filed pursuant to the terms of the BIA is hereby terminated, and that the Debtor is hereby deemed to have made an assignment into bankruptcy.

AMENDING TITLE OF PROCEEDINGS

4. THIS COURT ORDERS that the title of the within proceedings be amended, effective as of the date of this Order, to read as follows:

Court File No. 31-1995891
Estate No. 31-1995891

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION OF
DACO MANUFACTURING LTD. OF THE CITY OF TORONTO
IN THE PROVINCE OF ONTARIO**

**AND IN THE MATTER OF THE RECEIVERSHIP OF
DACO MANUFACTURING LTD.**

APPOINTMENT

5. THIS COURT ORDERS that pursuant to section 101 of the CJA, Richter is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the

Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

DISTRIBUTION

6. THIS COURT ORDERS that Richter is hereby authorized and directed to distribute to Meridian the amount of approximately \$700,000.00, without further Order of this Court, which funds are currently held by Richter for distribution to Meridian pursuant to the letter agreement dated June 5, 2015 amongst the Debtor, Daco Canada Real Estate Holdings Ltd. ("**Daco Real Estate**"), Daco (USA) Inc., Roynat Inc. and Richter (the "**June Agreement**").

7. THIS COURT ORDERS that nothing in this Order shall affect the terms of the June Agreement, such that, for greater certainty, Richter is hereby authorized and directed to make further distributions to Meridian, without further Order of this Court, in accordance with Richter's obligations under the June Agreement.

RECEIVER'S POWERS

8. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, subject to paragraphs 6 and 7 of this Order, 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 Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of

business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers and accepting or negotiating any offers or proposals made by any person or persons pursuant to the Bid Process approved by this Court on June 8, 2015 (the "**Bid Process**"), 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, with a view to completing the sale of the Property as efficiently and expediently as possible;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, including completing the sale or other monetization of any such Property to any person or persons pursuant to the Bid Process
 - (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 \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

10. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 10 or in paragraph 11 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.

11. 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.

12. THIS COURT ORDERS that the Receiver shall provide Daco Real Estate, Meridian and Roynat Inc. ("**Roynat**") with notice of the Receiver's intention to remove any fixtures from the premises at 401 Vaughan Valley Road in Woodbridge, Ontario (the "**Premises**") at least seven (7) days prior to the date of the intended removal. Daco Real Estate, Meridian and Roynat shall be entitled to have a representative present in the Premises to observe such removal and, if Daco Real Estate, Meridian or Roynat dispute the Receiver's entitlement to remove any such fixture, such fixture shall remain on the Premises and shall be dealt with as agreed between any applicable secured creditors, Daco Real Estate and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) business days' notice to Daco Real Estate and any such secured creditors. For greater certainty, the Property does not include the Premises,

which are beneficially owned by Daco Real Estate. In addition to the foregoing, the Receiver shall provide Daco Real Estate, Meridian, Roynat or their representatives with such information as they may reasonably request from time to time in respect of the Property, any sales thereof and/or the Receivership, within two business days of receiving any such request.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

18. 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

19. THIS COURT ORDERS that all employees of the Debtor are deemed to have been terminated as at the date of this Order prior to the appointment of the Receiver and that 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* ("WEPPA").

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

21. 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

22. 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 WEPPA. 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 AND COSTS OF PROPOSAL PROCEEDING

23. 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, provided that:

- (a) Only \$150,000 of the Receiver's Charge shall be in priority to the security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of Meridian, and
- (b) The entire amount of the Receiver's Charge shall be subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. 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.

25. 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 normal 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.

26. THIS COURT ORDERS that the Receiver is authorized and directed to pay any outstanding and accrued fees and costs of the Proposal Trustee and its counsel and counsel to the Company, as at the date of this Order in respect of the Company's proceeding to file a proposal (the "**Proposal Proceeding**"). For greater certainty, the Administration Charge, as defined and provided by the Order of the Honourable Justice Conway made June 8, 2015, in the Proposal Proceeding shall continue to apply to and encumber the Property and any proceeds thereof until such amounts are paid but shall not apply in respect of any amounts incurred after the date of this Order.

FUNDING OF THE RECEIVERSHIP

27. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from Meridian 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 \$75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

28. 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.

29. 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.

30. 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

31. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/#Commercial_List) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://www.richter.ca/en/folder/insolvency-cases/d/daco-manufacturing-ltd>.

32. THIS COURT ORDERS that the E-Service List Keeper (as defined in the Protocol) for the purpose of this proceeding shall be the Receiver.

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

GENERAL

34. 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.

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

36. 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.

37. 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.

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

39. 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.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Richter Advisory Group Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Daco Manufacturing Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number 31-1995891, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

RICHTER ADVISORY GROUP INC., solely
in its capacity as Receiver of the Property, and
not in its personal capacity

Per: _____

Name:

Title:

IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION OF DACO MANUFACTURING LTD. OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

ORDER

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Daco Manufacturing Ltd.

IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

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MOTION RECORD

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