

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

B E T W E E N:

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

**MOTION RECORD
(RETURNABLE DECEMBER 16, 2020)**

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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TAB 1

Court File No. CV-20-000642816-00CL

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

B E T W E E N:

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

NOTICE OF MOTION

BDO Canada Limited (“**BDO**”), in its capacity as court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of Custom Co-Ex Technologies Inc. (the “**Debtor**” or “**CCX**”), will make a motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on Wednesday, December 16, 2020, at 10:00 a.m., or as soon after that time as the motion can be heard, by videoconference via Zoom at Toronto, Ontario.

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

THE MOTION IS FOR:

- (a) an order, *inter alia*:
 - (i) if necessary, abridging the time for service and filing of this Notice of Motion and the Motion Record of the Receiver, and dispensing with service on any person other than those served;

- (ii) approving the First Report of the Receiver dated December 3, 2020 (the “**First Report**”) and the actions and activities of the Receiver described therein;
 - (iii) approving the Asset Purchase Agreement (the “**APA**”) between PackRite Solutions Corp. (the “**Purchaser**”) and the Receiver dated November 30, 2020 and vesting title in the Purchased Assets (as defined in the APA) in the Purchaser free and clear of encumbrances;
 - (iv) an order approving the Auction Agreement between Danbury Global Limited and the Receiver dated November 3, 2020;
 - (v) an order sealing the Confidential Supplemental Report to this First Report and the appendices thereto;
 - (vi) an order approving a payout to the secured creditors of the Company, Trinity Plastics Products Inc. (“**Trinity**”) and TD Equipment Finance Canada, a division of Toronto-Dominion Bank (“**TD Bank**”);
 - (vii) an order authorizing the Receiver to assign the Debtor into bankruptcy and naming BDO as trustee in bankruptcy; and
 - (viii) an order approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP (“**Chaitons**”), as outlined in the First Report and the Fee Affidavits appended thereto.
- (b) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

- (c) The Debtor is a manufacturer and supplier of food-grade plastic packaging, which is sold to customers in Canada and the USA. The Debtor employed approximately 20 to 25 hourly and salaried individuals.
- (d) The Debtor operated from a leased 40,000 square foot facility located at 9030 Keele St., Concord, Ontario.
- (e) In September 2018, Trinity advanced a loan in the amount of approximately \$1.5 million to CCX to allow it to pay out its then operating lender (the “**Trinity Loan**”). Since that time, CCX’s operations have been financed through the Trinity Loan and various financing leases with TD Bank.
- (f) On June 24, 2020, BDO was appointed as Receiver on an application by Trinity pursuant to an Order of this Court made on June 24, 2020.
- (g) The Receiver immediately took possession of the Debtor’s assets, books and records. The Receiver marketed the Debtor’s business operations for sale “en bloc” and solicited offers from potential purchasers. Details of the Receiver’s sale process are set out in the First Report.

Auction Agreement

- (h) After contacting potential purchasers and conducting the sale process, the Receiver only received two offers by the bid deadline. Only one of these offers was a

purchaser interested in purchasing all the assets of the Debtor “en bloc”. After the parties engaged in negotiations, the sale could not be concluded as the purchaser had concerns related to customer retention post-closing. The Receiver re-engaged in discussions with other interested parties but none of these parties were interested in acquiring the business and assets of the Debtor.

- (i) On November 3, 2020, with the approval of TD Bank and Trinity, the Receiver entered into an auction services agreement with Danbury Global Limited, an auctioneer (the “**Auctioneer**”), to liquidate CCX’s machinery, equipment, furniture and fixtures (the “**Auction Agreement**”). The Auction Agreement provides for the Receiver to be paid a net minimum guarantee plus a percentage of any proceeds in excess of a minimum threshold amount.

Asset Purchase Agreement

- (j) Following negotiations, the Receiver and the Purchaser entered into the APA dated November 30, 2020. A summary of the key terms of the APA are described in the First Report.
- (k) For the reasons set out in the First Report, the Receiver recommends that the Court approve the APA.
- (l) The Receiver entered into the Auction Agreement before it entered into the APA. The Receiver has been in contact with the Auctioneer, who has agreed to sell the equipment of the Debtor to the Purchaser.

Sealing Order

- (m) The Receiver recommends that the Confidential Supplemental Report and the appendices thereto be sealed until further order of this Court as they contain commercially sensitive information, the release of which prior to the completion of the transaction would be prejudicial to the stakeholders of the Debtor in the event that the transaction does not close.

Payout to Secured Creditors

- (n) Based on cash on hand and estimated realizations, the Receiver estimates that there will be more than enough funds to pay secured creditors in full and make a distribution to unsecured creditors.
- (o) CCX is current with payments to Canada Revenue Agency for payroll source deductions and HST.
- (p) There are no payroll arrears with the exception of unpaid wages the Receiver will pay in the amount of \$5,591 to a related party as required under section 81.4 of the *Bankruptcy and Insolvency (Canada)* (the “**BIA**”).
- (q) The proceeds from the sale of the equipment on which TD Bank has security are sufficient to fully pay TD Bank the outstanding amounts owing.
- (r) The proceeds from the realization of working capital, ongoing operations and the “en bloc” sale of the Debtor’s assets to the Purchaser are sufficient to fully repay the outstanding amounts owing to Trinity on its secured loan.

Authorizing the Receiver to Assign Debtor into Bankruptcy

- (s) The Receiver anticipates that there will be surplus funds available to the unsecured creditors of the Debtor after payment of the secured creditors and any prior ranking claims. The Receiver requests the approval of this Court for the Receiver to assign CCX into bankruptcy to allow for an efficient process for calling claims from unsecured creditors and the payment of dividends.
- (t) The Receiver proposes to have BDO named as trustee in bankruptcy.

Approving Fees and Disbursements

- (u) Pursuant to paragraph 18 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges.
- (v) The Receiver is of the view that its fees and disbursements, and the fees and disbursements of Chaitons, as detailed in the First Report and the fee affidavits appended thereto, are fair and reasonable and should be approved by the Court.

Statutory and Other Grounds

- (w) Section 243(6) of the BIA.
- (x) Rules 1.04(1), 1.05, 2.03, 3.02, 16.01, and 37 of the *Rules of Civil Procedure*.
- (y) Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the First Report and the appendices thereto;
2. the Confidential Supplemental Report and the appendices thereto; and
3. such further and other evidence as the lawyers may advise and this Honourable Court may permit.

December 7, 2020

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BDO Canada Limited**

TO: SERVICE LIST

TRINITY PLASTICS PRODUCTS INC.

-and-

CUSTOM CO-EX TECHNOLOGIES INC.

Applicant

Respondent

Court File No. CV-20-000642816-00CL

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

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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**Lawyers for the Court-Appointed Receiver,
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TAB 2

Court File No. CV-20-00642816-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

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 TO THE COURT OF BDO CANADA LIMITED, IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF CUSTOM CO-EX TECHNOLOGIES INC.

December 3, 2020

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D	Interim Statement of Receipts and Disbursements
E	Fee Affidavit of Josie Parisi sworn December 1, 2020
F	Fee Affidavit of Saneea Tanvir sworn December 1, 2020

INTRODUCTION

1. This report dated December 3, 2020 (the “**First Report**”) is filed by BDO Canada Limited (“**BDO**”) in its capacity as the receiver (the “**Receiver**”) over the property, assets and undertakings (collectively, the “**Assets**”) of Custom Co-Ex Technologies Inc. (“**CCX**” or the “**Company**”). BDO was appointed as Receiver on June 24, 2020 on an application by Trinity Plastics Products Inc. (“**Trinity**”) pursuant to an order of the Honourable Madam Justice Conway (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).
2. This Report and all other court materials and orders issued and filed in these receivership proceedings are available on the Receiver’s case website at: <https://www.bdo.ca/en-ca/extranets/customcoex/> and will remain available on the website for a period of six (6) months following the Receiver’s discharge.
3. The Receiver has also prepared and filed with the Court, subject to a request for a sealing Order, a confidential supplemental report (the “**Confidential Supplemental Report**”), which should be read by the Court in conjunction with this First Report and will assist the Court in considering the relief being sought by the Receiver herein.

PURPOSE OF THE REPORT

4. The purpose of this First Report is to provide the Court with information in connection with the Receiver’s motion for an order:
 - (a) approving this First Report and the actions and activities of the Receiver described herein;
 - (b) approving the Asset Purchase Agreement (the “**APA**”) between PackRite Solutions Corp. (“**PackRite**” or the “**Purchaser**”) and the Receiver dated November 30, 2020 and vesting title in the purchased assets to the Purchaser free and clear of encumbrances;
 - (c) approving the Auction Agreement (as defined below) between Danbury Global Limited and the Receiver dated November 3, 2020;
 - (d) sealing the Confidential Supplemental Report to this First Report and the appendices thereto;
 - (e) approving a payout to the secured creditors of the Company, Trinity and TD Equipment Finance Canada, a division of Toronto-Dominion Bank (“**TD Bank**”);

- (f) authorizing the Receiver to assign the Company into bankruptcy and naming BDO as trustee in bankruptcy; and
- (g) approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP ("**Chaitons**"), as outlined herein and detailed in the supporting fee affidavits appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements.

SCOPE AND TERMS OF REFERENCE

- 5. This First Report has been prepared for the use of this Court and the Company's stakeholders to provide general information relating to the Company and to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose.
- 6. Except as otherwise described in this First Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook. The Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.
- 7. Capitalized terms used herein and not defined in this First Report shall have the meaning ascribed to them in the Receivership Order.
- 8. All monetary amounts contained herein are expressed in Canadian dollars unless otherwise noted.

BACKGROUND

- 9. CCX is a manufacturer and supplier of food-grade plastic packaging, which is sold to customers in Canada and the USA. The Company employed approximately 20 to 25 hourly and salaried individuals.
- 10. The Company operated from a leased 40,000 square foot facility located at 9030 Keele St., Concord, Ontario (the "**Leased Premises**"). The landlord of the Leased Premises is 9024 Keele Park Properties Ltd. (the "**Landlord**"). The lease was entered into on July 23, 2015 and has a 15 year lease term which expires July 31, 2030 (the "**Lease**"). The Lease is a net lease with CCX paying monthly rent charges plus common area costs and taxes ("**Occupancy Costs**").
- 11. In September 2018, Trinity Plastics Products Inc. ("**Trinity**") advanced a loan of approximately \$1.5 million to CCX to allow it to pay out its then operating lender (the "**Trinity Loan**"). Since

September 2018, CCX's operations have been financed through the Trinity Loan and various financing leases with TD Bank.

12. On June 18, 2020 and prior to its appointment as court-appointed Receiver, BDO acted as private-receiver over CCX. In this capacity, BDO contacted the Company's bank and requested the bank accounts be changed to "deposit only" and requested all funds in the accounts, being approximately CDN\$411,000 and USD\$345,000 to be transferred to the receiver's trust account.

RECEIVER'S ACTIVITIES

13. On June 24, 2020, immediately following the granting of the Receivership Order, the Receiver attended the Premises and took possession of the Company's assets and books and records.
14. The Receiver changed the locks at the premises in order to safeguard the assets. Such assets primarily consisted of manufacturing equipment, inventory, warehouse fixtures, office furniture and equipment and accounts receivable. In addition, the Receiver arranged to continue the Company's insurance.
15. The Receiver filed the statutory notice and statement for the Company pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* (Canada) with the Office of the Superintendent of Bankruptcy and emailed or mailed it to all known creditors of the Company.
16. The Receiver entered into a consulting agreement with Mr. Kevin Watkinson ("**Watkinson**") to assist it with continuing the Company's operations while it marketed the business for sale as a going concern. Watkinson, the Chief Financial Officer of Trinity, had been working with CCX since the time of the Trinity Loan advance. Watkinson's role was to assist with improving CCX's business operations and financial performance and he had been acting as the operations manager since his involvement with CCX.
17. The Receiver marketed the Company's business operations for sale "en bloc" and solicited offers from potential purchasers.

SALE PROCESS

18. The Receiver's sale process included the following:
 - (a) preparing a detailed confidential information memorandum ("**Confidential Information Memorandum**") which provided information regarding the Company's business and assets;

- (b) preparing a bid letter which provided instructions on the bid process including the bid deadline (the "**Bid Letter**");
 - (c) in consultation with Company management, preparing a list of potential purchasers which included both industry and financial buyers (the "**Potential Buyers' List**");
 - (d) preparing a standard asset purchase agreement to allow all potential purchasers to bid on the same basis (the "**Template APA**");
 - (e) contacting each of the parties included on the Potential Buyers' List and providing the Confidential Information Memorandum and the Bid Letter;
 - (f) creating and populating a virtual dataroom with relevant information and documents regarding the Company;
 - (g) arranging and participating in site tours and meetings with the Company's management and prospective purchasers; and
 - (h) engaged in negotiations with potential buyers.
19. The Receiver also requested liquidation proposals from four liquidators who were experienced in auctioning manufacturing equipment. A summary of and copies of the liquidation proposals are attached to the Confidential Supplemental Report as **Confidential Appendices "B"** through **"E"**. The liquidation proposals were necessary to allow the Receiver to prepare an analysis of the net proceeds from a liquidation of the Company's assets as compared to the value from an "en bloc" sale.
20. The Receiver commenced contacting Potential Purchaser's (as defined below) almost immediately upon its appointment. Specifically:
- (a) 56 financial and industry participants ("**Potential Purchasers**") were contacted regarding the opportunity to purchase CCX;
 - (b) 31 of the Potential Purchasers requested and were provided a confidentiality agreement ("**Confidentiality Agreement**");
 - (c) 23 Potential Purchasers signed and returned the Confidentiality Agreement and received the Confidential Information Memorandum, the Bid Letter and access to the virtual dataroom;

- (d) 18 parties accessed the virtual dataroom; and
 - (e) 4 parties requested site visits and 3 parties requested a meeting with management of the Company.
21. The Bid Letter instructed buyers to submit bids by July 17, 2020 using the Template APA. The majority of the potential purchasers requested additional time to submit their bids. As a result, the Receiver extended the bid deadline date to July 24, 2020. By the bid deadline, the Receiver received only two offers:
- (a) An offer from a supplier to purchase four pieces of equipment; and
 - (b) A letter of intent from a third party to purchase all assets of the Company “en bloc” including receivables, inventory, equipment, customer list and an assumption of the Lease. The purchase price was based upon a formula tied to the receivable and inventory balances on the date of closing.
22. After reviewing the offers received, the Receiver entered into negotiations with the “en bloc” purchaser for several weeks. Ultimately a sale could not be concluded as the purchaser had concerns related to customer retention post-closing. The Receiver re-engaged in discussions with the parties who had requested management meetings however, none of these parties were interested in acquiring the Company.
23. As a result of not being able to conclude a sale of the business, the Receiver advised the employees of its intention to complete all outstanding orders and wind-up the operations. In order to ensure the employees continued to support the Receiver, it offered the employees a retention bonus of \$250 per week payable with the employees’ last pay.
24. On or around September 29, 2020, all customers were advised that CCX’s operations would cease and orders submitted up to October 15, 2020 would be completed (the “**Order Cut-off Date**”). Based upon the orders received by the Order Cut-off Date, the Receiver estimated the last day of operations would be November 30, 2020.
25. On November 3, 2020, with the approval of TD and Trinity, the Receiver entered into an auction services agreement with Danbury Global Limited, an auctioneer (the “**Auctioneer**”), to liquidate CCX’s machinery, equipment, furniture and fixtures (the “**Auction Agreement**”). Under the Auction Agreement, the Auctioneer required occupancy on a rent-free basis until January 16, 2021, which would add an additional occupancy cost of \$110,000. A copy of the unredacted Auction Agreement is attached to the Confidential Supplemental Report as **Appendix “B”** and

summarized therein. The Auction Agreement provides for the Receiver to be paid a net minimum guarantee (“NMG”) plus 85% of any proceeds in excess of a minimum threshold amount.

26. The Receiver also entered into discussions with a realtor to market the Lease for sale to determine if there was any realizable value to be derived from the sale of the Lease. The rates for the unexpired portion of the Lease are:
 - (a) \$4.75 per square foot for the period August 1, 2020 to July 31, 2025; and
 - (b) \$5.25 per square foot for the period August 1, 2025 to July 31, 2030.
27. Based upon discussions with realtors, the Receiver understands that the Lease rates are below market rates for comparable premises in the surrounding area. An estimated range of market rates for comparable premises are provided in the Confidential Supplemental Report.
28. On November 11, 2020, the Receiver received a listing agreement from a realtor who would commence marketing the Lease immediately upon the Receiver executing the agreement. Before entering into the listing agreement with the realtor, the Receiver was contacted by the PackRite who indicated interest in purchasing the assets of the Company “en bloc”.

ASSET PURCHASE AGREEMENT

29. Following negotiations, the Receiver and PackRite entered into the APA wherein PackRite agreed to purchase the assets of the Company “en bloc”. A copy of the redacted APA is attached as **Appendix “A”** hereto and an unredacted copy of the APA is attached as **Appendix “A”** to the Confidential Supplemental Report. The offer price exceeds the Receiver’s estimated realizable liquidation value of the Company’s assets. The Receiver understands that the Purchaser intends to continue CCX’s operations and retain some employees.
30. The purchase price under the APA is an amount equal to:
 - (a) 75% of the accounts receivables balance as at the close of business on November 30, 2020, excluding amounts outstanding for 90 days or more and certain receivables that have been assigned to a collection agency; plus
 - (b) 50% of saleable inventory cost as at the close of business on November 30, 2020; plus
 - (c) a lump sum payment in the amount of \$150,000.
31. A deposit of \$100,000 has been paid to the Receiver and is currently held in the Receiver’s trust account and is to be applied to the purchase price on closing. The anticipated closing of the transaction is 3 days after obtaining the approval and vesting order. The APA contemplates the assignment of the Lease and an equipment lease by the Receiver to the Purchaser subject to obtaining the required consents or by order of the court.

32. The Receiver recommends the approval of the APA for among the following reasons:
- (a) PackRite's offer is unconditional except for obtaining court approval;
 - (b) the APA provides for payment of \$150,000 for the unexpired portion of the Lease. The Receiver is uncertain what value, if any, could be realized for the Lease if it is marketed through a listing agent;
 - (c) the APA contemplates a going-concern sale which will allow for retention of some former employees and for continued business with suppliers and customers;
 - (d) PackRite's offer will generate sale proceeds greater than the estimated liquidation value of the assets;
 - (e) the proceeds of sale together with cash on hand will provide for a full repayment of the claims of the secured creditors and unsecured creditors will also receive a distribution;
 - (f) the transaction is commercially reasonable in the circumstances taking into consideration the costs the Receiver would expend to collect receivables and the occupancy costs (rent, insurance, etc.) associated with the Leased premises to the end of the liquidation period;
 - (g) the Receiver canvassed approximately 56 potential purchasers and is therefore of the view that the market has been sufficiently canvassed; and
 - (h) the transaction is acceptable to the secured lenders.
33. Furthermore, since the Receiver entered into the Auction Agreement before the APA, the Receiver has been in contact with the Auctioneer who has agreed to sell the inventory and equipment of the Company to PackRite.

DISTRIBUTION

34. Based on cash on hand and estimated realizations, the Receiver estimates that there will be more than enough funds to pay secured creditors in full and make a distribution to unsecured creditors.
35. CCX is current with payments to Canada Revenue Agency for payroll source deductions and HST.
36. There are no payroll arrears with the exception of unpaid wages to a related party which amounts to approximately \$5,591. The Receiver intends to pay this individual the secured portion wages

as required under 81.4 of the *Bankruptcy and Insolvency Act* (Canada) (the "Related Party Wage Priority").

37. With the exception of the Related Party Wage Priority, CCX has paid all wages and vacation pay to the employees.
38. Pursuant to the terms of the Trinity Loan, CCX granted Trinity a general security agreement. The obligations of CCX to Trinity, including costs and interest charges to November 30, 2020, total \$1,751,648.35, and are reflected in a statement provided by Trinity to the Receiver attached as **Appendix "B"** (the "**Trinity Payout Statement**").
39. Pursuant to the terms of the equipment and finance loan agreements, TD Bank has security over specific equipment of CCX. The obligations of CCX to TD Bank, including costs and interest charges to November 26, 2020, total \$344,906.60 (excluding on going costs), are reflected in a statement provided by TD to the Receiver attached as **Appendix "C"** (the "**TD Payout Statements**").
40. The Receiver engaged Robins Appleby LLP ("**R&A**") to undertake a security review of Trinity's and TD Bank's security and to provide a legal opinion (the "**R&A Opinion**") on the validity and enforceability of the security held by these lenders under the *Personal Property Security Act*, RSO 1990, c P.10 (the "**PPSA**"). R&A has advised the Receiver that, subject to the qualifications and assumptions contained in the R&A Opinion, it is of the opinion that Trinity has a valid and enforceable security interest against CCX in respect of the collateral described in Trinity's general security agreement to which the PPSA applies. R&A has also advised that, subject to the qualifications and assumptions contained in the R&A Opinion, it is of the opinion that TD Bank has a valid and enforceable security interest against CCX in respect of the collateral described in its equipment finance loan documents to which the PPSA applies.
41. The proceeds from the sale of the equipment on which TD Bank has security are sufficient to fully pay TD Bank the outstanding amounts owing. The Receiver proposes a distribution to TD Bank in the amount of \$344,907.60, representing the outstanding amounts as presented in the TD Payout Statements.
42. The proceeds from the realizations of working capital, ongoing operations and the "en bloc" sale of the Company's assets to PackRite are sufficient to fully repay the outstanding amounts owing to Trinity on its secured loan. The Receiver proposes a distribution to Trinity in the amount of \$1,751,648.35, representing the outstanding amounts as presented in the Trinity Payout Statement.

INTERIM RECEIPTS AND DISBURSEMENTS

43. Attached as Appendix "D" is a summary of receipts and disbursements associated with CCX (the "Interim R&D"). The Interim R&D reports net receipts over disbursements from the date of the Receiver's appointment to November 30, 2020. The net receipts over disbursements totals \$1,901,738.07 prior to the receipt of the balance of the proceeds from the Auctioneer related to the liquidation of the equipment and proceeds on closing of the transaction with PackRite.

FEES AND DISBURSEMENTS

44. Pursuant to paragraph 18 of the Receivership 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, constitute part of the "Receiver's Charge".
45. The Receiver's fees for the period June 24, 2020 to November 30, 2020 were \$228,035.25 plus disbursements of \$12,901.39 and HST of \$31,321.76 for a total of \$272,258.39, as set out in the Affidavit of Josie Parisi, a copy of which is attached hereto as **Appendix "E"**.
46. Chaitons fees for the period June 24, 2020 to November 30, 2020 were \$41,532 plus disbursements of \$3.07 and HST of \$5,399.57, for a total of \$46,934.64, as set out in the affidavit of Sanea Tanvir sworn December 1, 2020, a copy of which is attached as **Appendix "F"**.
47. The Receiver respectfully submits that the Receiver's fees and disbursements, and Chaitons' fees and disbursements, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

ASSIGNMENT OF CCX INTO BANKRUPTCY

48. As indicated, the Receiver anticipates that there will be surplus funds available to the unsecured creditors after payment of the secured creditors and any prior ranking claims. The Receiver requests the approval of this Court for the Receiver to assign CCX into bankruptcy to allow for an efficient process for calling claims from unsecured creditors and the payment of dividends. The Receiver proposes to have BDO named as trustee in bankruptcy.

SEALING ORDER

49. The Receiver is seeking a sealing order until further order of the Court in respect of the Confidential Supplemental Report and appendices thereto as they contain commercially sensitive information, the release of which prior to the completion of the transaction would be prejudicial to the stakeholders of the Company in the event that the transaction does not close.

SUMMARY AND RECOMMENDATIONS

50. Based on the foregoing, the Receiver respectfully requests that the Court grant an Order:
- (a) approving this First Report and the actions and activities of the Receiver described herein;
 - (b) approving the Asset Purchase Agreement between PackRite and the Receiver dated November 30, 2020 and vesting title in the purchased assets to the Purchaser free and clear of encumbrances;
 - (c) approving the Auction Agreement between Danbury Global Limited and the Receiver dated November 3, 2020;
 - (d) sealing the Confidential Supplemental Report to this First Report and the appendices thereto;
 - (e) approving a payout to the secured creditors, Trinity and TD;
 - (f) authorizing the Receiver to assign the Company into bankruptcy and naming BDO as trustee in bankruptcy; and
 - (g) approving the fees and disbursements of the Receiver and its legal counsel, Chaitons, as outlined herein and detailed in the supporting fee affidavits appended hereto, and authorizing the Receiver to pay all approved and unpaid fees and disbursements.

All of which is respectfully submitted this 3rd day of December, 2020.

**BDO CANADA LIMITED,
in its capacity as the Court-appointed Receiver of
Custom Co-Ex Technologies Inc. and not in its personal or corporate
capacity**

Per:



Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT
Title: Senior Vice President

Appendix “A”

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of CUSTOM CO-EX TECHNOLOGIES INC. and not in its personal capacity and without personal or corporate liability

- and -

PACKRITE SOLUTIONS CORP.

ASSET PURCHASE AGREEMENT

DATED AS OF NOVEMBER 30, 2020

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 30th day of November, 2020

B E T W E E N:

BDO CANADA LIMITED, solely in its capacity as Court-appointed receiver and manager of the property, assets and undertakings of **CUSTOM CO-EX TECHNOLOGIES INC.** and not in its personal capacity and without personal or corporate liability

(hereinafter referred to as the “**Vendor**” or “**Receiver**”)

- and -

PACKRITE SOLUTIONS CORP.

(hereinafter referred to as the “**Purchaser**”)

RECITALS

- A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 24, 2020 (the “**Appointment Order**”), the Receiver was appointed as receiver and manager of all assets, undertakings and properties of Custom Co-Ex Technologies Inc. (the “**Debtor**”) in proceedings bearing Court File No. CV-20-00642816-00CL.
- B. Pursuant to the Appointment Order, the Receiver was authorized to market and sell the assets, undertakings and properties of the Debtor.
- C. The Receiver wishes to sell and the Purchaser wishes to purchase all of the right, title and interest of the Debtor in and to the Purchased Assets (as defined below), pursuant to the terms and conditions of this Agreement.

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

“Accounts Receivable” means all accounts receivable, bills receivable, rebates, trade accounts, refunds, book debts, insurance claims and other amounts due and owing or accruing due to the Debtor in connection with the Business at Closing.

“Agreement” means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

“Appointment Order” has the meaning ascribed thereto in the recitals hereto.

“Approval and Vesting Order” means an order of the Court substantially in the form attached hereto as Schedule “A”, made by the Court approving the Transaction and this Agreement and vesting in the Purchaser, upon delivery of the Receiver’s Certificate by the Vendor to the Purchaser, all the right, title and interest of the Debtor in the Purchased Assets free and clear of all liens, security interests and other encumbrances.

“Assigned Contracts” means collectively the Lease and the Compacter Rental Agreement and **“Assigned Contract”** means any one of them.

“Assignment Order” means an order of the Court that assigns contracts of the Debtor to the Purchaser, in form and substance satisfactory to the Purchaser and Vendor, acting reasonably.

“Assumed Liabilities” has the meaning given in Section 2.4.

“Books and Records” means all of the books and records relating to the Purchased Assets, including, without limitation, all personnel files/records relating to all Transferred Employees and sales books, records, operating manuals, books of account, sales and purchase records, lists of suppliers and customers, business reports, projections and all other documents, drawings, files, records, correspondence, and other data and information, financial or otherwise, including all data, information and databases stored on computer-related or other electronic media, excluding any of the foregoing as applicable to any Excluded Assets.

“Business” means the business operated by the Debtor, which consists of manufacturing and supplying various packaging solutions.

“Business Day” means any day except Saturday, Sunday or statutory holidays in the Province of Ontario.

“Canadian Dollars” means the lawful currency of Canada.

“Closing” means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement.

“Closing Date” means the date that is the next Business Day following three (3) days after the issuance of the Approval and Vesting Order.

“Closing Time” means 10:00 a.m. on the Closing Date.

“Compacter Rental Agreement” means the agreement dated April 4, 2017 between the Debtor and the Lessor for the 1500E-Series Stationary Compacter.

“Contract Assumed Liabilities” has the meaning given in Section 4.1(a).

“Contracts” means any written or oral agreements, contracts, personal property leases, real property leases, licenses from any Person, service contracts and any other similar written or oral agreements between the Debtor and any Person relating in any way to the Purchased Assets and **“Contract”** means any one of them.

“Court” has the meaning ascribed thereto in the recitals hereto.

“Cure Payment” means a payment required to cure any existing monetary default under the Assigned Contracts as at the date the Assigned Contract is assigned.

“Debtor” has the meaning ascribed thereto in the recitals hereto.

“Deposit” has the meaning given in Section 3.2.

“Employee” means an individual who was formerly employed or engaged by the Debtor or, as at the Closing Time, is employed or engaged by the Debtor in connection with the Business, and **“Employees”** means every Employee.

“Employee Liabilities” means any and all Liabilities (whether by statute, contract, common law or otherwise) owed to any of the Employees, or otherwise arising out of, or resulting from, the relationship between the Debtor and any of the Employees, including any Liability arising as a result of such party being deemed to be a successor employer, related employer or otherwise responsible or liable for payment of any amounts owing to, on behalf of, or in respect of, any of the Employees (including, but not limited to, the Transferred Employees), whether pursuant to the *Employment Standards Act (Ontario)*, the *Pay Equity Act (Ontario)* or the *Workplace Safety and Insurance Act, 1997 (Ontario)*. Without limiting the foregoing, Employee Liabilities shall include:

- (a) all salaries, wages, bonuses, commissions, vacation pay, public holiday pay and other compensation relating to the employment of the Employees (including accrued but unpaid vacation pay and any retroactive pay) and all Liabilities under employee benefit plans relating to employment of the Employees; and

- (b) all termination pay, severance pay, damages in lieu of reasonable notice and other related Liabilities (under statute, contract, common law or otherwise) in respect of the termination and/or severance of employment of the Employees.

“Excluded Assets” has the meaning given in Section 2.3 and includes any asset(s) that the Purchaser elects to exclude in writing, by way of written notice to the Vendor, prior to Closing, pursuant to Section 2.3.

“Governmental Authority” means any Canadian federal, provincial, state, municipal or local, or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body having jurisdiction over the Purchased Assets.

“HST” means all of the harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

“Intellectual Property” means customer lists, supplier lists, trademarks, distinguished guises, individual designs, drawings, copyrights, formulae, processes, trade secrets, inventions, patent rights, patent registrations, patent continuations or patents, whether domestic or foreign and whether registered or unregistered, and all applications for registrations in respect thereof.

“Landlord” means 9024 Keele Park Properties Ltd.

“Lease” means the agreement dated June 23, 2015 between the Landlord and the Debtor to lease premises municipally known as 9030 Keele Street, Vaughan, Ontario.

“Lessor” means Progressive Waste Solutions Ltd.

“Liability” means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation) including, without limitation, Employee Liabilities and **“Liabilities”** means the plural thereof.

“Parties” means the Vendor and the Purchaser and **“Party”** means any one of them.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

“Purchased Assets” has the meaning given in Section 2.2.

“Purchase Price” has the meaning given in Section 3.1.

“Purchaser's Solicitors” means Ran Huang, Barrister & Solicitor.

“Receiver’s Certificate” means the certificate attached to the Approval and Vesting Order substantially in the form attached as Schedule “A” and which is to be delivered by the Vendor to the Purchaser at the Closing Time in order to effect the transfer of the Purchased Assets to the Purchaser free and clear of all liens, security interests and other encumbrances.

“Taxes” means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges in the nature of a tax, including, Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, imposed by any Governmental Authority, and whether disputes or not.

“Transaction” means the sale and purchase of the Purchased Assets and all matters and transactions ancillary thereto as contemplated by this Agreement.

“Transfer Taxes” has the meaning given in Section 3.6(a).

“Transferred Employees” means those employees of the Debtor who accept offers of employment from the Purchaser.

“Vendor” has the meaning given in the recitals above.

“Vendor's Solicitors” means Chaitons LLP.

1.2 Headings and Table of Contents.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 No Strict Construction.

The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

1.5 Business Days.

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

1.6 Currency and Payment Obligations.

Except as otherwise expressly provided in this Agreement:

- (a) all dollar amounts referred to in this Agreement are stated in Canadian Dollars; and
- (b) any payment contemplated by this Agreement shall be made by cash, certified cheque, wire transfer or any other method that provides immediately available funds.

1.7 Statute References.

Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.8 Section and Schedule References.

Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. The Schedules to this Agreement, listed as follows, are an integral part of this Agreement:

Schedule A	Approval and Vesting Order
Schedule B	List of Excluded Office Furniture, Machinery and other Equipment

ARTICLE 2 PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets

At the Closing Time, subject to the terms and conditions of this Agreement, the Vendor shall sell, and the Purchaser shall purchase, the Purchased Assets and the Purchaser shall assume the Assumed Liabilities.

2.2 Purchased Assets.

At the Closing Time, subject to the terms and conditions of this Agreement, the Vendor shall sell, and the Purchaser shall purchase, all of the right, title, benefit and interest of the Debtor in and to

the following property and assets of the Debtor related to the Business as at the close of business on November 30, 2020 (collectively, the “**Purchased Assets**”):

- (a) the Accounts Receivable;
- (b) all prepaid expenses and deposits;
- (c) all inventory including raw materials, work-in-progress and finished goods;
- (d) the benefit of the Lease;
- (e) the benefit of the Compacter Rental Agreement;
- (f) all Intellectual Property owned or licensed by the Debtor;
- (g) all Books and Records;
- (h) all customer guarantees, warranties, indemnities, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations; and
- (i) the goodwill of the Business.

2.3 **Excluded Assets.**

The Purchased Assets shall not include any of the following (collectively, the “**Excluded Assets**”):

- (a) all cash on hand, cash equivalents and bank deposits;
- (b) Accounts Receivable from Samaki Inc.;
- (c) office furniture, machinery and other equipment as set out in Schedule “B” hereto;
- (d) the Debtor’s minute book and other corporate records;
- (e) the proceeds of any and all refunds that may be due to the Debtor from the Canada Revenue Agency and from any provincial tax authorities, including any wage subsidy and SR&ED refund; and
- (f) any legal files of the Debtor in the possession of or maintained by counsel for the Debtor.

Save and except as otherwise expressly set out herein, the Purchaser may, at its option, prior to the Approval and Vesting Order being obtained, exclude any of the Purchased Assets from the transaction contemplated hereby by delivering to the Vendor written notice of same, whereupon such asset(s) shall be deemed to form part of the Excluded Assets, provided, however, that there shall be no reduction in the Purchase Price as a result of such exclusion.

2.4 Assumed Liabilities.

The Purchaser agrees to assume, from and after the Closing Time all of the obligations and liabilities relating to (collectively, the "Assumed Liabilities"):

- (a) the Debtor's Liabilities under the Purchased Assets (including the Assigned Contracts);
- (b) all Employee Liabilities in respect of any of the Transferred Employees;
- (c) all Taxes arising or accruing from and after the Closing from the use of the Purchased Assets, including, without limitation, HST to be collected and remitted to Canada Revenue Agency when due; and
- (d) any other liability which the Purchaser agrees in writing to assume on or before the Closing Date.

2.5 Excluded Liabilities.

Other than the Assumed Liabilities (which include, without limitation, the Contract Assumed Liabilities), the Purchaser shall not assume and shall have no obligation to discharge, perform or fulfill any liability or obligation of the Debtor or the Receiver in connection with the Purchased Assets or the Business.

2.6 Delivery of Purchased Assets.

At Closing Time, the Purchaser will take possession of the Purchased Assets wherever situated.

2.7 Use of Debtor's Name.

The Purchaser shall have the right to use the corporate name of the Debtor to assist the Purchaser with the collection of Accounts Receivables.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets is approximately \$ [REDACTED] being the sum total of the following amounts (the "Purchase Price"):

- (a) \$ [REDACTED]; plus
- (b) 75% of the Accounts Receivable balance as at the close of business on the Closing Date, excluding amounts outstanding for 90 days or more and amounts to be collected from Samaki Inc.; plus

- (c) 50% of the Inventory cost as at the Closing Date, including raw materials, work in progress (if any) and finished goods (if any), excluding any items that are not saleable, damaged, obsolete or otherwise stale-dated.

3.2 Deposit

Contemporaneously with the execution and delivery of this Agreement by the Purchaser, the Purchaser has paid a deposit payable to the Vendor in the amount of \$100,000 in trust (the "**Deposit**"). The Deposit shall be held, pending Closing, by the Vendor in a non-interest-bearing account with a Canadian chartered bank.

3.3 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Time as follows:

- (a) by the assumption of the Assumed Liabilities;
- (b) by release of the Deposit to the Vendor; and
- (c) by payment to the Receiver of the Purchase Price (less the amount of the Deposit) by way of bank draft or certified cheque drawn on a Canadian chartered bank made payable to the Receiver or by wire transfer to an account designated by the Receiver.

3.4 Purchase Price Adjustments

On Closing, the Purchase Price shall be adjusted for the following:

- (a) the rent deposit held by the Landlord in the amount of approximately \$31,753; and
- (b) pro-rata reimbursement to the Vendor from December 1, 2020 to the Closing Date for the rent paid by the Vendor for the month of December 2020 and any other occupancy costs, including utilities and taxes.

3.5 Allocation of Purchase Price.

The Purchase Price shall be allocated among the Purchased Assets in the manner agreed to by the Purchaser and Vendor prior to Closing (acting reasonably).

3.6 Taxes

- (a) The Purchaser shall be liable for and shall pay all federal and provincial sales taxes and all other similar taxes or other like charges properly payable by the Purchaser in connection with the transfer of the Purchased Assets by the Vendor to the Purchaser ("**Transfer Taxes**").

- (b) If available, the Purchaser and the Vendor shall jointly elect under subsection 167(1) of the *Excise Tax Act* (Canada) in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election with the applicable tax authorities within the time and in the manner required by the applicable law.
- (c) If available, the Purchaser and the Vendor shall elect jointly in the prescribed form under section 22 of the *Income Tax Act* (Canada) as to the sale of the Accounts Receivable forming part of the Purchased Assets and designate in such election an amount equal to the portion of the Purchase Price allocated to the Accounts Receivable pursuant to Section 3.5. This election shall be filed with the applicable tax authorities within the time and in the manner required by the applicable law.
- (d) The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of all taxes payable by Purchaser in connection with the purchase of the Purchased Assets, including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such taxes when due.

ARTICLE 4
ASSIGNMENT AND ASSUMPTION OF LEASE AND COMPACTER RENTAL
AGREEMENT

4.1 Assignment of Lease and Compacter Rental Agreement.

- (a) Subject to Section 4.2, on Closing, the Vendor shall assign the benefit of the Assigned Contracts and the Purchaser shall assume all of the Vendor's obligations and liabilities relating to the Assigned Contracts arising and accruing in respect of the period after Closing and not related to any default existing at, prior to or as a consequence of the Closing or of the assignment of the Assigned Contracts (collectively, the "Contract Assumed Liabilities"), in each case without payment of any additional consideration.

4.2 Consent.

- (a) Nothing in this Agreement shall constitute an assignment of the Assigned Contracts unless the consent, approval or waiver required to assign the Assigned Contracts has been given or an Assignment Order has been made with respect to the Assigned Contracts.
- (b) The Vendor and the Purchaser shall use reasonable commercial efforts to obtain the consents, approvals and waivers required for the assignment of the Assigned Contracts. The Purchaser shall be required to make any Cure Payments as may be necessary.

- (c) Upon request by the Purchaser, the Vendor shall seek the Assignment Order, should the Purchaser and Vendor not otherwise obtain any of the consents provided for in Section 4.2(b) above.

ARTICLE 5 EMPLOYEE MATTERS

5.1 Offers to Employees.

- (a) The Vendor shall terminate all Employees prior to the Closing Date.
- (b) The Purchaser may, but shall not be obligated, to offer employment to any of the Employees.
- (c) The Purchaser shall not be liable for any Employee Liability occurring prior to the Closing Date.

5.2 Employee Liabilities.

- (a) The Debtor shall remain liable for Employee Liabilities for the period prior to the Closing Date.
- (b) The Debtor shall remain liable for statutory notice of termination or payment in lieu of notice obligations and statutory severance obligations in respect of any employees of the Debtor who do not accept the Purchaser's offer of employment.
- (c) The Purchaser shall be responsible for all Employee Liabilities for Transferred Employees for the period on or after the Closing Date.

**ARTICLE 6
PRE-CLOSING MATTERS**

6.1 Pre-Closing Risk and Post-Damage Entitlements.

The Purchased Assets are and shall remain at the Vendor's risk until Closing and the Vendor shall hold all insurance policies and the proceeds thereunder, in trust, for the Parties as their respective interests may appear pending Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser, in writing, within two (2) Business Days of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor shall not elect to terminate this Agreement as set out above, then the Transaction contemplated hereunder shall be completed and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

**ARTICLE 7
CLOSING ARRANGEMENTS**

7.1 Closing.

The Closing shall take place at 10:00 a.m. (the "Closing Time") on the Closing Date at the offices of the Vendor's Solicitors, 5000 Yonge Street, 10th Floor, Toronto, Ontario M2N 7E9 or at such other time on the Closing Date or such other place as may be agreed orally or in writing by the Vendor and the Purchaser.

7.2 Post-Closing Receipts

If, following the Closing Date, any of the Purchased Assets are paid to or otherwise received by the Vendor, or if any of the Excluded Assets are paid to or otherwise received by the Purchaser, then the Vendor or the Purchaser, as the case may be, shall hold such assets in trust for the other and shall promptly deliver such assets to the Vendor or the Purchaser, as the case may be.

7.3 Vendor's Closing Deliveries.

At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) if available, the tax election as contemplated by Section 3.6(b) executed by the Vendor;
- (b) if available, the tax election as contemplated by Section 3.6(c) executed by the Vendor;

- (c) the consent of the Landlord to the assignment of the Lease by the Purchaser and if applicable, an Assignment Order as issued by the Court;
- (d) the consent of the Lessor to the assignment of the Compacter Rental Agreement by the Purchaser and if applicable, an Assignment Order as issued by the Court;
- (e) a certificate, dated as of the Closing Date, confirming that (i) all of the representations and warranties of the Vendor contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date and (ii) that each of the conditions precedent in Section 8.2 of this Agreement have been fulfilled, performed or waived as of the Closing Date;
- (f) the Approval and Vesting Order as issued by the Court and the Receiver's Certificate; and
- (g) all deeds of conveyance, bills of sale, transfers and assignments as may be reasonably requested by the Purchaser or the Purchaser's Solicitors to complete the transactions provided for in this Agreement.

7.4 Purchaser's Closing Deliveries.

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents and payments:

- (a) assumption of liabilities agreement pursuant to Section 2.4, in a form agreed to by the Vendor and the Purchaser prior to Closing (acting reasonably);
- (b) the Purchase Price less the Deposit;
- (c) if available, the tax election as contemplated by Section 3.6(b) executed by the Purchaser;
- (d) if available, the tax election as contemplated by Section 3.6(c) executed by the Purchaser;
- (e) the indemnity provided for under Section 3.6(d);
- (f) a certificate, dated as of the Closing Date, confirming that (i) all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date and (ii) that each of the conditions precedent in Section 8.1 of this Agreement have been fulfilled, performed or waived as of the Closing Date; and
- (g) such further and other documentation as is referred to in this Agreement or as the Receiver may reasonably require to give effect to this Agreement.

7.5 Confidentiality.

Both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter, the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Debtor or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to Debtor or to the operations which the Purchaser obtained pursuant to this Agreement. The Purchaser acknowledges that until and subject to Closing, such confidential information is the sole property of the Debtor and, except for the use of such confidential information by the Purchaser to evaluate the within transaction during its due diligence therefor, the Debtor is the sole Person entitled to use, exploit and benefit from such confidential information.

ARTICLE 8 CONDITIONS OF CLOSING

8.1 Purchaser's Conditions.

The Purchaser shall not be obligated to complete the purchase and sale of the Purchased Assets pursuant to this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Purchaser and may be waived, in whole or in part, in writing by the Purchaser at any time; and the Vendor agrees with the Purchaser to take all such actions, steps and proceedings within its reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time; and
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing Time all the documents contemplated in Section 7.3 or elsewhere in this Agreement.

8.2 Vendor's Conditions.

The Vendor shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Vendor, and may be waived, in whole or in part, in writing by the Vendor at any time; and the Purchaser agrees with the Vendor to take all such actions, steps and proceedings within the Purchaser's reasonable

control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) all representation and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time;
- (b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be to be performed by or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing Time all the documents contemplated in Section 7.4 or elsewhere in this Agreement; and

8.3 Condition not Fulfilled.

If any condition in Section 8.2 shall not have been fulfilled at or before the Closing Time, then the Vendor in its sole discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfillment of any other condition.

8.4 Mutual Conditions

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual conditions that:

- (a) the Approval and Vesting Order shall have been made by the Court by no later than December 11, 2020 (or such later date agreed upon by the Parties) approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Company in and to the Purchased Assets free and clear of all liens, security interests and other encumbrances;
- (b) the Approval and Vesting Order will not have been stayed, varied or vacated and no order will have been issued and no action or proceeding will be pending to restrain or prohibit the completion of the transactions herein contemplated; and
- (c) there shall be no action, litigation or proceedings pending or threatened or order issued by a court against either of the parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and cannot be waived by either Party.

8.5 Condition not Fulfilled.

If any condition in Section 8.4 shall not have been fulfilled on or before December 11, 2020 or such later date agreed upon by the Parties, then the Vendor or the Purchaser, in its sole discretion, may terminate this Agreement by notice to the other Party in which event the Deposit shall be promptly returned to the Purchaser and each Party shall be released from all obligations under this Agreement.

8.6 Access

The Purchaser agrees to provide the Vendor and any trustee in bankruptcy of the Debtor and their respective agents access to the Books and Records as they may relate to any tax refunds and to fulfill their duties pursuant to the *Bankruptcy and Insolvency Act* (Canada) and any court orders after the Closing Date, wherever they may be situated and in whatever medium they may be recorded, which right of access shall include the right to make and take away copies of books and records.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendor at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) *Incorporation and Power.* The Purchaser is a corporation duly incorporated under the laws of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such laws.
- (b) *Due Authorization.* The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the transactions contemplated by this Agreement and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific

performance and injunctions are only available in the discretion of the court from which they are sought.

- (d) *Financial Ability.* The Purchaser has the financial ability through its own resources or through financing that has been arranged with a recognized financial lending institution, to close the transaction contemplated herein and pay the balance of the Purchase Price on the Closing Date. The Purchaser confirms that it has delivered to the Vendor evidence of such financial ability by way of a copy of a binding commitment letter or letter from its banking institution confirming the foregoing, and which is satisfactory to the Vendor.
- (e) *Brokers and Finders.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser.

9.2 Representations and Warranties of the Vendor.

The Vendor represents and warrants as follows to the Purchaser at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representation and warranties in connection with the purchase of the Purchased Assets and the assumption of the Assumed Liabilities and the Assumed Liabilities:

- (a) *Authority to Sell:* Subject to obtaining the Approval and Vesting Order prior to Closing, on Closing the Vendor shall have the power and authority to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order.
- (b) *Enforceability of Obligations.* Subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, this Agreement constitutes a valid and legally binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms.
- (c) *Brokers and Finders.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser.

9.3 Survival of Representations and Warranties.

The representations and warranties of the Purchaser and Vendor contained in Sections 9.1 and 9.2, respectively, or any other agreement, certificate or instrument delivered pursuant to this Agreement shall survive the Closing for three (3) months.

9.4 "As is, Where is".

The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an "as is, where is" basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained in Section 2.2 is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendor concerning completeness or the accuracy of such descriptions. The Purchaser further acknowledges that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor with respect to the Purchased Assets or otherwise relating to the transactions contemplated in this Agreement has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall be under no obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

ARTICLE 10 TERMINATION

10.1 Termination by the Parties

This Agreement may be terminated by such parties listed below provided that the party terminating the Agreement is not in breach of its obligations hereunder:

- (a) upon the mutual written agreement of the Vendor and the Purchaser;
- (b) pursuant to Section 8.1 by the Purchaser;
- (c) pursuant to Section 8.3 by the Vendor; and
- (d) pursuant to Section 8.4 by either Party.

10.2 Effect of Termination

- (a) If this Agreement is terminated pursuant to Section 10.1(a) or Section 10.1(d), all the obligations of both the Vendor and the Purchaser pursuant to this Agreement

shall be at an end and the Purchaser shall be entitled to have the Deposit returned without interest and without deduction;

- (b) If this Agreement is terminated pursuant to Section 10.1(b), the Vendor shall return the Deposit to the Purchaser forthwith, without interest and without deduction, and the Purchaser acknowledges and agrees that it shall have no further rights or remedies against the Vendor arising out of the termination of this Agreement; and
- (c) If this Agreement is terminated pursuant to Section 10.1(c), the Deposit shall be forfeited to the Vendor as liquidated damages and the Vendor shall have the right to pursue any other rights and remedies against the Purchaser available at law or in equity.

ARTICLE 11 GENERAL

11.1 Further Assurances.

Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.

11.2 Expenses.

Each Party shall be responsible for its own legal and other expenses (including any taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

11.3 Announcements.

Except as required by law, all public announcements concerning the transactions provided for in this Agreement or contemplated by this Agreement shall be jointly approved as to form, substance and timing by the parties to this Agreement after consultation.

11.4 Capacity

It is acknowledged by the Purchaser that the Vendor is entering into this Agreement solely in its capacity as proposed Court-appointed receiver of the undertaking, properties and assets of the Company and that the Vendor shall have no personal or corporate liability under or as a result of this Agreement. Any claim against the Vendor shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as Receiver of the Property of the Company and shall not apply to its personal property and other assets held by it in any other capacity.

11.5 Notices.

- (a) Any notice, certificate, consent or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by fax, e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

- (i) if to the Vendor, to:

BDO Canada Limited
20 Wellington Street East
Suite 500
Toronto, Ontario M5E 1C5

Attention: Josie Parisi
Tel: (416) 369-6031
Fax: (416) 865-0904
Email: JParisi@bdo.ca

with a copy to:

Chaitons LLP
5000 Yonge Street, 10th floor
Toronto, Ontario M2N 7E9

Attention: Harvey Chaiton
Tel: (416) 218-1129
Fax: (416) 218-1849
Email: harvey@chaitons.com

- (ii) if to the Purchaser, to:

PackRite Solutions Corp.
2601 Wyandotte St. E
Windsor, ON N8Y 0A5

Attention: Ashok Sood
Fax: (519) 252-5030
Email: asood@championproducts.com

With a copy to:

Ran Huang, Barrister and Solicitor
1132 Gladstone Avenue, Lower Suite

Windsor, ON N9A 2S1

Attention: Ran Huang
Tel: (226) 348-8588
Fax: (519) 258-5974
Email: lawyerhuangran@hotmail.com

- (b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth (5th) Business Day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.
- (c) Any Party may from time to time change its address under this Section 11.5 by notice to the other Party given in the manner provided by this Section.

11.6 Time of Essence.

Time shall be of the essence of this Agreement in all respects.

11.7 Time Periods.

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

11.8 Entire Agreement.

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of

this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

11.9 Amendments and Waiver.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the requisite corporate authorization. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

11.10 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.11 Language.

The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language.

11.12 Governing Law.

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

11.13 Successors and Assigns.

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

11.14 Assignment.

This Agreement may not be assigned by the Purchaser except with the prior written consent of the Vendor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Purchaser shall have the right, until five (5) Business Days prior to the granting of the Approval and Vesting Order, upon written notice to the Vendor's solicitors, to assign, in whole or in part, its rights to acquire the Purchased Assets hereunder to any company or companies affiliated (as that term is defined in the Ontario *Business Corporations Act*) with the Purchaser, provided that such assignment shall not release the Purchaser from its obligations under this Agreement.

11.15 No Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns or as specifically referred to herein.

11.16 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or email PDF form and the parties adopt any signatures received by a receiving fax machine or email PDF as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or emailed.

IN WITNESS WHEREOF the parties have executed this Agreement.

PACKRITE SOLUTIONS CORP.By: 

Name: Ashok Sood

Title: President

I have authority to bind the Corporation.

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of Custom Co-Ex Technologies Inc. and not in its personal capacity and without personal or corporate liability

By: 

Name: Josie Parisi

Title: Senior Vice-President

I have authority to bind the Corporation.

SCHEDULE "A"**Approval and Vesting Order**

Court File No. CV-20-000642816-00CL

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

THE HONOURABLE) DAY, THE
 JUSTICE) DAY OF , 2020

B E T W E E N

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the court appointed receiver (the "Receiver") of the assets, undertakings and properties of Custom Co-Ex Technologies Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an asset purchase agreement (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the

service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. 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.

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's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated June 24, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. 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.

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

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

6. THIS COURT ORDERS that, notwithstanding:

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

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

7. 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.

- 4 -

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.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00642816-00CL

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

B E T W E E N

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

RECEIVER’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated June 24, 2020, BDO Canada Limited was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondent (the “**Debtor**”).

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

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

THE RECEIVER CERTIFIES the following:

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

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of Custom Co-Ex Technologies Inc. and not in its personal capacity and without personal or corporate liability

Per: _____

Name: Josie Parisi

Title: Senior Vice President

SCHEDULE "B"**List of Excluded Office Furniture, Machinery and other Equipment**

1. Laptop used by the Controller;
2. Storage server which houses software and other data;
3. Lexmark Multifunctional – Model # X658DE Serial # 79G7N16
4. Lexmark Multifunctional – Model # X656DE Serial # 794F0PZ
5. HMD model 80 Extruder c/w 75hp electric drive, 80mm screw capacity, Alpha Marathon system, 2011 Macro model ME-18C/11-2/D10-3 air ring c/w 12" die, rebuilt & re-plated screw in 2016, Hydreclam trim grinding system, Pearl bubble cage, Sherman model PB5400100ASX2HO treater s/n 94957 c/w HF generator, & 63" winder, hopper and feeders, tower etc. (New 11" Extruder die head purchased 11/14/17 \$16,000) w/ winder
6. 1995 Vicro model 3524 mono layer blow film extruder c/w 12" die 60hp capacity motor 14" Addex air ring lip 3 1/2" screw s/n 2447 c/w 2015 Hamilton model 22005 mixer s/n HA98-092 Hypreclaim grinder Hypreclaim TFH reclaim system & feed roll control Sherman model GX 50R treater s/n 500089 2013 Piller Technologies model P6020 surface treater, rewinder etc.
7. Polysystem triple layer (3) 60hp capacity motors blow film extrusion line c/w 10" die nip (2) 2 1/2" (1) 1/2" screw Hypreclaim grinder system, Hydreclam model TFH reclaim system, (3) Hamilton model 22205 blenders, Hamilton & Mold- TeK vacuum loaders, Sherman model GT40 treater s/n 40390 Macro rewinder, (2) Reliance VS drives
8. 2005 Genie model GS-2632 electric scissor lift w/ 26' max height platform, 500lb capacity, 89"L x 32"W w/ 32' working height, 383
9. 2010 Ingersoll Rand model SSR EP 100, 100hp capacity air compressor s/n CK9322U10273 w/ 48,403 hours
10. Ingersoll Rand model NVC400A600X air dryer s/n 491642
11. Ingersoll Rand air storage tank
12. (39) Sections pallet racking 36" uprights c/w 6 stringers per section w/ approximately 135 stringers
13. Automatic shrink rapper turn table type (no id plate found)

14. Contents of maintenance shop consisting of hand tools, parts, shelving, 2 door supply cabinet, welder, Durex model 57, 16 speed drill press s/n 678492, Wells model 58B metal cutting band saw s/n 6507 Canox model Sparkler welder milling machine w/ DRO
15. Yellow man cage c/w 500 lb. capacity (on Racking)
16. Gardner Denver model EBE99M screw type air compressor c/w 30hp capacity 125 psi s/n S093655 (above paint kitchen) w/ Purestream air
17. Gardner Denver tank mount air compressor (above paint kitchen)
18. 2006 Comexi model Nexus Evo high speed laminating machine 450 m/per min 1330 mm (52") width capacity s/n 2359 c/w Conair model TC90-9 and Sentra model LE series chiller s/n 2035 and Enercon model LM 3728-418 treating station s/n C20385-03 Enercon model Compak 2000 watt density controller, (3) Advantage model Sentra LE Series w/ Berg model BTC-1-09-075-D thermolator w/ 2014 Graco model HFRL 14 metering mixing pump s/n N166
19. Fisher Scientific Isotemp oven
20. 2005 Agility model M10E 1000kg capacity battery powered reel trolley s/n 192-05
21. Assorted pallet jacks through out
22. Sartorius model TE 2145 balances scale
23. Custom built inspection light
24. (2) Custom built roll stands
25. Instron model 4442 tensile tester (bond tester) c/w programmable control
26. 1996 Berg model PA-2-X portable chiller w/ 2hp capacity, 40 psi, s/n P7425-0296, with tank
27. (6) Mobile Industries Inc. models B50-CFP, B70-CFP w/ 1500 lb. capacity, battery powered Hydraulic stackers s/n 14671, 15686, 11158, (2) s/n n/a
28. 1968 Faustel model Mark II 37" capacity laminator w/ unwind/rewind, treater station runs solvent/water based auto edge guide, heated dryer s/n 68093
29. Dusenbery model 635 JDL-1 single motor duplex slitters & rewinder w/ 62" capacity, s/n 58811 w/ Dusenbery trim removal systems North American model H6425- Amp guiding amplifier (not in use)

30. (2) Dusenbery model 635 BL w/ razor slitter c/w new controls, servo drives, w/ Dusenbery trim removal systems
31. Dusenbery model 635 BL duplex slitter c/w new controls s/n 55035 w/ Dusenbery trim removal systems North American model H6425- Amp guiding amplifier w/ H6415
32. (4) Mahaffy model PA68 1500lb capacity stacker w/ 24" load center s/n 3755, 3754
33. (2) Flex Pac model FP 201413 leak detector s/n CUST201/0L/21
34. Packaging Design model CBS 900 CW band sealer
35. 1998 GN Packaging model CTM- 46PD pouch making machine upgraded in 2006 to servo drive s/n 40304
36. 1996 GN Packaging model CTM 250-48 pouch making machine upgraded in 2006 to servo drive s/n 40060
37. Toyota model 30-2FBCA25 electric powered forklift c/w 3 stage mass solid tires, 185" lift s/n 302FBCA25- 10105, w/ 68727 Hr.
38. Kilo Tech model NP 300 scale
39. 2005 Kwangduk model IKD STD 500 Three side stand-up pouch machine s/n n/a
40. 2005 Kwangduk model IKD-ST600 two side folding bag making machine w/ IKD stand up zipper attachment machine s/n IKD20020620 c/w Hunsung tension control model MTC142B, Lec model 2000 control, 200 volt 60hz-3 phase
41. ITW model Mima automatic shrink wrapper
42. Stanford model 148-25 doctor machine c/w 21" capacity s/n 9783729A
43. Sterlco model M29712-DX temperature control unit s/n
44. Sherman treater (in storage trailer)
45. (2) Corotec treaters (in storage trailer)
46. 1979 Sonoco core cutter 379-906300
47. 2014 Delhi model B1-16RM exhaust fan unit
48. Bridge Port milling machine c/w 2 hp motor, machine vise, & Quality model 800 DRO controller

49. Berg ICS 20A-SL chiller s/n 0599- 3394
50. Conair blending system w/ hopper vacuum loaders, weigh scale blender piping through out stand
51. 4' x 4' Platform scale c/w Cardinal model 204 weight indicator Floor scale
52. GPI model M42B2 bailer s/n 422473BC
53. Miscellanies equipment consisting of shop tables, grinders, hand tools, hoists, carts scales, Impulse sealer, ice chiller unit, core cutters, Graco model DL-1 s/n UB0101-1, spare cross beams for racking etc.
54. Instron model 1011-TM tensile
55. (3) Portable warehouse step ladders
56. Perkins Elmer model 1600 Series FTIR spectrophotometer
57. HP Agilent model 6850 Series GC system (Gas Chromatography)
58. HP Agilent model 7694 E headspace auto sampler system
59. Miscellanies lab equipment consisting of micro scopes, lab oven, test equipment, computers, furniture etc.
60. Assorted folders, v folders w/ Web- Aligner model 400 B pump (located in trailer not in use)
61. 4' x 6' Digital platform scale
62. (2) Manac model 90248002 & 90248001 48' storage trailers s/n 2M5921468Y7070962, 2M592146217074625
63. Office contents consisting of desks, chairs, tables, work stations, board room furniture, computers, monitors, printers, phone system, servers, switches etc.
64. 2017 Hydra-Pak model 1500 hydraulic garbage compactor, s/n 15595 (no bin)
65. 2006 Toyota model 7FBCU25 battery powered forklift c/w 4 stage mast, side shift cushion tires s/n 68689, 20,971 Hr.

44 Bethridge Road

66. 1965 Kidder model 660 Centraflex 6 color CI flexographic printing press c/w 60" capacity, 2 burner drying system, temperature control, DFE model 3 Web Handler digital tension controller, BST International model EKR 500 Plus web guide system, Siemens model Simatic touch panel control, Inkspec viscosity control, inline inspection system, Warner Electric model TCS 310 Dancer Splicer control automatic w/ dual brake, air makeup system, pumps, slitter, rewinder etc.
67. Approximately (193) assorted printing rollers (cylinders) w/ racks & spare gears for press
68. 1985 Mosstype model M18 flexographic plate mounter proofer w/ 59" capacity video update in 2001 by Mosstype refurbished in 2014 s/n
69. Presto model B652 electric hydraulic lift w/ 1000 lb. capacity
70. Justrite flammable storage cabinet

Appendix “B”



November 30, 2020

**CUSTOM CO-EX TECHNOLOGIES INC.
9030 Keele Street, Unit 2
Concord, Ontario
L4K 2N2**

Re: Payout quote for Trinity Plastic Products Inc.

Subordinated Convertible Debenture dated September 17, 2018

Please find below details of payout quote to December 7, 2020:

Initial loan:	\$1,500,000.00
Interest:	\$ 198,000.00
Payment to D. Chantiam re: consent to receivership	\$ 32,000.00
Legal fees incurred:	\$ 19,158.75
PST/GST/HST	\$ 2,489.60
Total Payout:	\$1,751,648.35

This payout quote represents all anticipated costs incurred up to and including December 7, 2020.

Regards,

**Kevin Watkinson
Chief Financial Officer
Trinity Plastic Products Inc.
(905) 600 - 2508**

Appendix “C”



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

November 3, 2020

CUSTOM CO-EX TECHNOLOGIES INC.
9030 KEELE ST UNIT 2
CONCORD ON L4K 2N2

Re:

YEAR	MAKE/MODEL	DESCRIPTION	SERIAL NUMBER/VIN
2018	See Appraisal		

Contract(s):	18004150
Payout Amount:	\$257,436.93
Deferred Income:	\$11,187.15
Interest:	\$0.00
Legal Fees incurred between June 26,2020-August 21,2020:	\$8,000.03
Legal Fees incurred from August 22, 2020 until full payout:	TO BE DETERMINED
PST/GST/HST:	\$0.00
Total Payout:	\$276,624.11

*Valid to December 1, 2020

NOTE: The above quote assumes all scheduled payments have been made up to and including the valid to date.

Should you wish to exercise the payout as quoted above, please complete and sign below and return the form to the customer service email address noted, or you may wish to fax it at 905.403.4771. If you require further information, please email TDEFCACS@TD.com, or contact Ivana at 905-403-4770.

Regards,

Ivana Matic
Portfolio Management

Yes I wish to proceed with the above Payout Quote

Payment Options (check one):

- Please debit Total Payout amount from the account my regular payments are made from
- I wish to send payment via wire transfer (wire instructions will be sent to you if this option chosen)

CUSTOM CO-EX TECHNOLOGIES INC.

Per: _____

Name/Title: _____

EGOE - Errors and Omissions Excepted
TDEF reserves the right to adjust accordingly.



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

November 26, 2020

CUSTOM CO-EX TECHNOLOGIES INC.
9030 KEELE ST UNIT 2
CONCORD ON L4K 2N2

Re:

YEAR	MAKE/MODEL	DESCRIPTION	SERIAL NUMBER/VIN
2018	See Appraisal		

Contract(s):	18009290
Payout Amount:	\$64,900.26
Deferred Income:	\$3,383.34
Interest:	\$0.00
Admin Fee:	\$0.00
PST/GST/HST:	\$0.00
Total Payout:	\$68,283.60

*Valid to December 17, 2020

NOTE: The above quote assumes all scheduled payments have been made up to and including the valid to date.

Should you wish to exercise the payout as quoted above, please complete and sign below and return the form to the customer service email address noted, or you may wish to fax it at 905.403.4771. If you require further information, please email TDEFCACS@TD.com, or contact **Victoria** at 905-403-4770.

Regards,

Victoria
Portfolio Management

Yes I wish to proceed with the above Payout Quote

Payment Options (check one):

- Please debit Total Payout amount from the account my regular payments are made from
- I wish to send payment via wire transfer (wire instructions will be sent to you if this option chosen)

CUSTOM CO-EX TECHNOLOGIES INC.

Per: _____

Name/Title: _____

EAOE - Errors and Omissions Excepted
TDEF reserves the right to adjust accordingly.

Appendix “D”

Custom Co-Ex Technologies Inc.
Receipts and Disbursements
June 24, 2020 - November 30, 2020

	Total (converted to CAD)
Receipts	
Collections - post-receivership sales	\$ 2,328,303.29
Collections - pre-receivership receivable	1,170,651.92
Cash on hand	871,054.73
Deposit from sale of equipment	46,500.00
Wage subsidy	258,804.86
HST refund	3,164.02
Total receipts	4,678,479
Disbursements	
Purchases - suppliers	\$ 1,420,321.24
Salary, wages and benefits	632,191.29
Rent	241,970.69
Receiver's fees	151,121.50
Equipment lease payments	88,291.09
Sales commission	64,890.36
Legal fees	40,517.43
Consulting fees	58,275.00
HST paid	57,552.23
Insurance	16,330.76
Bank charges	5,209.17
Filing fees	70.00
Total disbursements	2,776,740.76
Net receipts over disbursements	\$ 1,901,738.07

Appendix “E”

Court File No. CV-20-00642816-00CL

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondents


AFFIDAVIT OF JOSIE PARISI

I, JOSIE PARISI, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

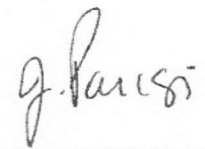
1. I am a Partner of BDO Canada Limited, and as such have personal knowledge of the matters referred to herein.
2. By Order of the Honourable Madam Justice Conway, dated June 24, 2020 (the "Order"), BDO Canada Limited was appointed as Receiver (the "Receiver") of Custom Co-Ex Technologies Inc.
3. Pursuant to the Order, the Receiver has provided services and incurred disbursements which are more particularly described in the detailed accounts attached hereto and marked as **Exhibit "A"**.

- 4. The time shown in the detailed accounts attached as **Exhibit "A"** are a fair and accurate description of the services provided and the amounts charged by the Receiver, which reflect the Receiver's time as billed at its standard billing rates.
- 5. The Receiver requests that the Court approve its interim accounts for the period from 18 June 2020 to 30 November 2020 in the amount of \$272,258.39 inclusive of HST of \$31,321.76 for the services set out in **Exhibit "A"**.
- 6. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto,
 in the Province of Ontario, this
 1st day of December 2020.



 Commissioner for Taking Affidavits, etc)
)
)
)
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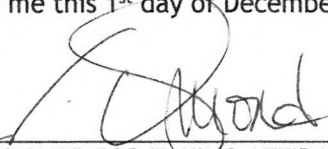
 Josie Parisi, CPA, CA, CBV, CIRP, LIT)
)
)
)
)

Nicole Marie Ormond, a Commissioner, etc.,
 Province of Ontario, for BDO Canada Limited.
 Expires August 21, 2021.

This is Exhibit "A" referred to in the affidavit of

Josie Parisi

Sworn before me this 1st day of December 2020



A COMMISSIONER FOR TAKING AFFIDAVITS

Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited.
Expires August 21, 2021.



Custom Co-Ex Technologies Inc.
 9030 Keele Street, Unit #2
 Concord, ON
 L4K 2N2

Attention: Kevin Watkinson

Date	Invoice
15 September 2020	#CINV0875337

RE Custom Co-Ex Technologies Inc.

TO OUR FEE FOR PROFESSIONAL SERVICES rendered from 18 June 2020 to 31 July 2020 in connection with our Receivership Engagement of the above-noted, as described below.

Our Fee		\$ 143,082.75
Expenses		
Travel / Mileage	680.50	
Searches	73.41	
Postage / Mailing of Receiver's Notice	130.70	
Administrative Fee - 5%	7,154.14	8,038.75
Subtotal		151,121.50
HST - 13.00% (#R101518124)		19,645.79
TOTAL		\$ 170,767.29

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	112.00	495.00	55,440.00
B. Cormier, Partner	17.50	495.00	8,662.50
A. Koroneos, Senior Manager	42.60	465.00	19,809.00
G. Cerrato, Senior Manager	6.50	465.00	3,022.50
E. Ross, Senior Manager	67.50	465.00	31,387.50
D. Zheng, Analyst	86.50	250.00	21,625.00
T. Montesano, Administrator	1.20	200.00	240.00
Administration Support	16.55		2,896.25
Total	<u>350.35</u>		<u>\$ 143,082.75</u>

Date	Professional	Description	Hrs.
18-Jun-20	Anna Koroneos	Discussions on status; planning, secured creditors and draft letter to BMO.	0.6
18-Jun-20	Josie Parisi	Discussion with company regarding appointment.	0.7
19-Jun-20	Anna Koroneos	Review of emails exchanged with BMO; discussion on account freeze and funding.	0.4
19-Jun-20	Josie Parisi	Email correspondence with BMO re bank accounts to be frozen; various discussions with H. Chaiton; various discussions with Laura re notarizing statements; review affidavit and providing comments and consent; various calls to BMO; respond to various requests re BMO.	1.9
20-Jun-20	Josie Parisi	Review affidavit; conference call to discuss next steps.	1.4
21-Jun-20	Anna Koroneos	Reading filing materials; preparation of receivership checklist.	0.7
21-Jun-20	Josie Parisi	Review changes to affidavit; attend to conference call.	0.7
22-Jun-20	Anna Koroneos	Prepare employee correspondence; prepare landlord correspondence; review of emails; review of draft court docs; request URL from BC; conference call on status; review of security documentation for private receiver; call with G. Cerrato and J. Parisi.	1.3
22-Jun-20	Gary Cerrato	Conference call with J. Parisi re engagement; review of motion record and court order.	2.0
22-Jun-20	Josie Parisi	Review various court document circulated; attend conference call with Trinity and counsel to Trinity; execute expanded receivership mandate; discussions with BDO team to update and prepare for attendance.	2.5
23-Jun-20	Gary Cerrato	Attendance at company's premises to meet with principal and his counsel to serve receivership materials and obtain consent; update call with J. Parisi; review of correspondence.	3.0
23-Jun-20	Josie Parisi	Attend meeting at Custom; review various emails and other correspondence.	2.6
24-Jun-20	Anna Koroneos	Review of emails; draft Notice and Statement; review CDC manufacturing covid Assessment and Control planning; telephone call with BDO team on planning; telephone call with Kevin of Trinity on planning, background etc; work with IT on site; list of documents required; review of M&A emails; review of commercial policy with A. MacDonald of CCX on insureds and contact; prepare and send letter to insurance broker to be added to policy as additional insured/loss payee; prepare customer care letter.	3.8

Date	Professional	Description	Hrs.
24-Jun-20	Bernard Cormier	Get briefing on file; prepare list of prospective buyers and plan asset sale process.	3.5
24-Jun-20	Doris Zheng	Review correspondence and documents provided; compile information for M&A.	0.8
24-Jun-20	Gary Cerrato	Attend conference call with J. Paris, A. Koroneos and K. Watkinson to discuss receivership and planning; review of correspondence; correspondence with J. Paris re engagement issues and forward precedent management agreements.	1.5
24-Jun-20	Josie Parisi	Call to BMO; correspondence with Trinity; correspondence with TD; prepare notice; update D. Zheng, A. Koroneos and G. Cerrato; correspondence with Chaiton's; correspondence with B. Cormier re sale of business; call with B. Cormier re next steps and provide additional information re company.	3.8
25-Jun-20	Anna Koroneos	Follow up on custom insurance; several emails re banking to and from team and to and from BMO; telephone call with BMO and voice mail on transfer; review of employee listing and add to creditors; review of AR; other urgent matters as they arise; review of financial statements; review of AR/AP update notice and Statement of Receiver; review information for creditors; emails from AM/D. Zheng and J. Parisi; draft customer letter.	3.0
25-Jun-20	Doris Zheng	Take possession of CCX; meetings with CCX and Trinity's management; speak with employees; prepare information request and review documents provided' facility tour' prepare Receiver's notice' correspondence with M&A team; prepare deposit form and bank letters.	7.8
25-Jun-20	Josie Parisi	On site at Custom Co-Ex to take possession and control.	8.6
25-Jun-20	Tony Montesano	Discussion with L. Dula; Open file in estates.	0.2
26-Jun-20	Anna Koroneos	Review of documents provided including appraisal, TD loans, covid policy; supplier email; prepare and send Bell and Digitcom new account correspondence; emails to BMO on wires; review of numerous document from Controller; review of AP listing and combine for uploading; send for review; with J. Desjardins BMO legal and A. Ghalambor, Branch Manager on changes and access to bank accounts; prepare letter to BMO with appendices forward to J. Desjardins for review and finalize to all; with J. Parisi on bank attendance; telephone call with CRA on new accounts; letter to insolvency unit on new accounts to be opened; forward draft termination letter; review top 20 customers listing.	5.0
26-Jun-20	Bernard Cormier	Solicitation of buyers.	2.0

Date	Professional	Description	Hrs.
26-Jun-20	Doris Zheng	Review information provided' review changes to Receiver's notice and revise; compile listing of creditors; correspondence with M&A team, correspondence with BDO team.	7.6
26-Jun-20	Josie Parisi	At Custom Co-ex and various discussions with supplier; discussions with staff; reviewing financial information; preparing notice; attending at bank; dealing with fund release; review information for CIM.	8.2
27-Jun-20	Josie Parisi	Finalize termination letter; review various emails regarding debtor's interactions with customers; prepare receiver's certificate for borrowings; prepare deposit.	0.5
29-Jun-20	Anna Koroneos	Prepare Receiver's banking ledger; with D. Zheng on several matters; respond to numerous emails; with Insurance on new fees and review of Certificate of Insurance with addition of loss payee and additional insured; update creditor information with unreleased cheques; list of agenda items from numerous emails; regarding monthly payments; AR collection insurance; top vendors and HST/Payroll; telephone call with CRA on new accounts; email to team on Tax account status; with D. Zheng on creditor emails; send for upload. review of Notice and Statement of Receiver and circulate; telephone call on banking access; update notice and forward to Trinity; update AR post and pre R chart and payments received with D. Zheng on carrying records and updating; with audit partner on customer inquiry; with AM on invoices post receivership for updates to AR; telephone call with A. Alan and Melissa of Polykar re 30 day goods and POs going forward; notes to team on discussion with Polykar; update tracking chart for AR and discussion with D. Zheng on same.	4.0
29-Jun-20	Doris Zheng	Calls with A. Koroneos re R&D tracking; update creditors listing; calls with E. Ross re sales process, compile information for CIM.	5.4
29-Jun-20	Emanuel Ross	Calls potential acquirers.	4.0
29-Jun-20	Josie Parisi	At Custom Co-Ex, dealing with banking, payroll, discussions with staff, production discussion, prepare termination letters, various discussions with staff.	6.3
30-Jun-20	Anna Koroneos	Deposits review; AR; review of emails; send 30 day invoice to D. Zheng for review to comment to Polykar; draft Property Claim for customer wanting plating; review of creditor listing; emails; with Enbridge via email on new account; respond to Amir at Polykar on inventory and invoices not applicable for 30 day goods; review of final creditor listing for publication, filing with OSB and distribution to creditors; telephone call with T. Burnett of Corporate and General re assets; email to M&A team; review of invoices post receivership.	2.5

Date	Professional	Description	Hrs.
30-Jun-20	Doris Zheng	Record daily transactions and post-receivership AR; discussions with management; correspondence with BDO team; work on CIM.	6.2
30-Jun-20	Emanuel Ross	Calls potential acquirers.	4.5
30-Jun-20	Josie Parisi	At Custom Co-Ex, speaking with suppliers, discussions with H. Chaiton re cease letters, discussions with staff, payroll and critical supplier payments.	3.1
2-Jul-20	Anna Koroneos	Review of emails from suppliers; with B. Chiasson on creditor package; draft email introduction for creditors; review of Management agreement and comments to J. Parisi; telephone call with I. Slade of Transcontinental Packaging on order pre and post receivership etc. email to J. Parisi on same; email to Quadra on filing with court order; email on insurance re: payment schedule and updated policy; email correspondence with B. Cousins of Quadra on payments; prepare and send equipment listing to Century; coordinate site visit; telephone call with R. Pereira on site visit and liquidation appraisal request; review of emails from other liquidators.	2.6
2-Jul-20	Bernard Cormier	Discussions with potential buyers; internal file planning and discussion.	0.5
2-Jul-20	Doris Zheng	Correspondence with creditors; review claim; correspondence with appraisers; gather information for CIM; discuss equipment listing with A. Macdonald, correspondence with M&A team.	5.8
2-Jul-20	Emanuel Ross	Communication buyers list.	6.75
2-Jul-20	Josie Parisi	All day at Custom Co-Ex, dealing with liquidations requests, production discussions, calls to suppliers, review and sign various cheques; discussions with employees re various questions, etc.	4.6
3-Jul-20	Anna Koroneos	Respond to various suppliers with notice and court order; telephone calls on new orders and receivers commitment to pay; update termination letter and POC for N. Chantiam; review of emails from AM on banking update receipts; emails; review of critical suppliers and update for contacts; with century on liquidation proposal; telephone call with R. Pereira of Century.	1.9
3-Jul-20	Doris Zheng	Walk through plant to identify equipment with D. Chantiam; meet with appraisers; compile information requested by appraisers; track pre and post-receivership AR and banking; calls with E. Ross; review and revise NDA; correspondence re CIM; send out NDAs; upload documents to VDR.	7.3

Date	Professional	Description	Hrs.
3-Jul-20	Emanuel Ross	Internal communication re data for CIM,; communication with potential acquirers.	6.0
3-Jul-20	Josie Parisi	Various discussions with K. Watkinson re issues at the plant; discussions with N. Chantium; various email correspondence with suppliers; discussions with D. Reason (TD's counsel) re status of receivership; review management agreement and provide comments to Chaitons and K. Watkinson; various discussions with R. Tuzi re door issues and serving N. Chantium and F. Chantium with cease and desist letters; correspondence with H. Chaiton re status of receivership; calls with J. Pake and Sri re Alte-Rego orders.	3.4
4-Jul-20	Josie Parisi	Review CIM and provide comments to FAS re terms and conditions in the CIM.	0.7
5-Jul-20	Anna Koroneos	Review and respond to emails; prepare supplier notification letter; update critical suppliers and forward to AM for emails and additions.	0.5
5-Jul-20	Emanuel Ross	CIM preparation, coordination.	5.0
6-Jul-20	Anna Koroneos	Email to benefit provider; review of emails from A. MacDonald and respond; emails on cease and desist letter to F. Chantium; review of critical supplier listing and send for mail merge to supplier response letter; letters sent to critical suppliers; email correspondence with Bradner Cold Storage; discussions with Vinmar and Manuever; telephone call with J. Parisi on suppliers; emails; initiate wire for USD; communicate with Bradner and review of inventory on site. telephone call with Lori of Bradner on process going forward; telephone call with B. Milojevic of Antek Madison re assets and forward information; update customer notification letter and forward; review of judgement from Royal; with TM on CRA 0002 account opening; with L. Dula on US transfer information.	3.2
6-Jul-20	Bernard Cormier	Review draft CIM and provide comments.	1.0
6-Jul-20	Doris Zheng	Correspondence with M&A team; send out NDAs; meet with appraiser call with supplier; call with E. Ross to discuss changes to CIM; update buyer list and VDRL gather additional information for CIM; track AR and banking transactions.	6.1
6-Jul-20	Emanuel Ross	CIM preparation, coordination.	2.75
6-Jul-20	Josie Parisi	Attendance at CCX; production meeting; signing various cheques for payment; calls to customers and suppliers; various discussions related to Port Royal judgement; various discussions with Kevin and Antoinette; review CIM.	5.0

Date	Professional	Description	Hrs.
7-Jul-20	Anna Koroneos	Review of numerous emails; respond where required; telephone call with Kim of VC999; telephone call with Rudy of VC999; telephone call with W. Gruber of CRA on 002 accounts, t4s and employee payrolls; emails to team on updates; discussion with D. Zheng on interplast and email supplier correspondence; telephone call with Mark of interplast on same and forward court order and notice; update customer letter and email team for contacts; with D. Zheng on sending; and prepare for mail merge and emails to customers; update supplier contact and circulate; emails with Company; team discussions on communications with suppliers and customers.; telephone call to Rudy left voice mail.	4.5
7-Jul-20	Bernard Cormier	CIM review and discussions; internal discussions around process planning and status with E. Ross and J. Parisi; team discussions around intermediaries to be introduced to process in order to potentially assist in securing bidders; review and provide comments on bid instruction letter.	2.25
7-Jul-20	Doris Zheng	Revise equipment listing; correspondence with M&A team; calls with critical supplier; call with E. Ross to discuss changes to CIM; send out NDAs; update prospective buyer tracker; call re customer information; prepare and send out customer letters; tracking AR; call with creditors.	6.7
7-Jul-20	Emanuel Ross	Process Letter Buyers Contact.	2.5
7-Jul-20	Josie Parisi	Review and respond to numerous emails; numerous calls with suppliers and customers; correspondence with Francis; review CIM and provide comments; calls with Bank re wire funds; calls with K. Watkinson and A. MacDonald.	5.9
8-Jul-20	Anna Koroneos	Emails; customer and supplier matters; discussions with D. Zheng on supplier discussions.	2.4
8-Jul-20	Bernard Cormier	Review Asset purchase agreement; review and provide comments on attorney's input.	2.0
8-Jul-20	Doris Zheng	Call suppliers; correspondence with Company and BDO team; send out customer letters; track AR and banking transactions; send out NDAs; update buyers list; update VDR; correspondence with suppliers.	3.8
8-Jul-20	Emanuel Ross	Buyers Contact; NDA review.	1.5
8-Jul-20	Josie Parisi	Attend at CCX; sign cheques; attend bank to deal with wire; deal with auto wires form; cash flow, etc.	2.6
9-Jul-20	Anna Koroneos	Calls, emails supplier discussions; review sales documents; emails to team on updates and supplier contact.	2.0

Date	Professional	Description	Hrs.
9-Jul-20	Bernard Cormier	Internal discussions around process planning and execution with J. Parisi and E. Ross; communications with prospective buyers such as TC and wealthy individuals who might be interested in participating in the process.	1.75
9-Jul-20	Doris Zheng	Contact suppliers, send out NDAs, update buyers list, AR and bank transaction tracking, calls with E. Ross, send out CIM, bid letter and VDR invites, send supplier letter.	3.1
9-Jul-20	Emanuel Ross	Buyers Contact and conference calls.	0.5
9-Jul-20	Josie Parisi	At CCX; production meeting; discussions with critical suppliers and customers; correspondence with various parties; banking; discussions with K. Watkinson.	3.2
10-Jul-20	Anna Koroneos	Emails with team and company; telephone call with J. Parisi on status; telephone call with W. Gruber of CRA on 0002 accounts forward to Company and T. Montesano; telephone call with Rudy of VC999 and report to team on new terms.	1.6
10-Jul-20	Bernard Cormier	Review correspondence with potential buyers and provide comments on process execution to team such NDA mark ups and electronic data room functions.	0.5
10-Jul-20	Doris Zheng	Update AR and banking transactions; contact suppliers; correspondence re NDAs, CIM and Bid Letters.	1.7
10-Jul-20	Emanuel Ross	Buyers Contact; conference calls.	3.5
10-Jul-20	Josie Parisi	Review and respond to various emails.	2.3
10-Jul-20	Tony Montesano	Review and prepare payment of invoices to Lock-it security; send same to J. Parisi for review and approval.	0.3
13-Jul-20	Anna Koroneos	Update call and emails.	0.2
13-Jul-20	Bernard Cormier	Review correspondence internally with lawyers and with prospective buyers; provide input.	0.5
13-Jul-20	Doris Zheng	Correspondence with potential buyers; update virtual data room; track AR and banking information.	1.1
13-Jul-20	Emanuel Ross	Discussions and correspondence internal and potential buyers.	4.5
13-Jul-20	Josie Parisi	Call with H. Chaiton re Port Royal loan and other matters; review and respond to various emails related to operations.	1.6
14-Jul-20	Anna Koroneos	Discussion on recruiting for production manager; search recruiters and worksites; emails on Quadra; telephone with Barry of Quadra and emails forward to team; review of email from Kisko and discussion with J. Parisi.	0.7

Date	Professional	Description	Hrs.
14-Jul-20	Bernard Cormier	Review correspondence internally with lawyers and prospective purchasers; provide input.	0.5
14-Jul-20	Doris Zheng	Correspondence with potential buyers; update buyer tracker; track AR and banking, calls with creditors.	2.4
14-Jul-20	Emanuel Ross	Correspondence with potential buyers.	2.0
14-Jul-20	Josie Parisi	Production meeting; meeting Leveraged solutions; discussion with staff; attend to banking; review APA and provide comments; calls with customers and suppliers.	4.2
15-Jul-20	Anna Koroneos	Review of new orders; review of banking; review of email on Kisko; review of updated interested parties; discussion; review of emails re suppliers and respond on Digitcom; forward letter to D. Zheng for call back.	0.7
15-Jul-20	Bernard Cormier	Review correspondence internally and with prospective purchases; internally discuss file.	1.0
15-Jul-20	Doris Zheng	Meet with potential buyers; conduct plant tour; meeting with management team; contact suppliers; update AR and banking; discuss information request from potential buyers.	3.6
15-Jul-20	Emanuel Ross	Discussions and follow-ups.	2.0
15-Jul-20	Josie Parisi	Review and respond to various emails, cash flow monitoring, disbursement approvals.	1.3
16-Jul-20	Bernard Cormier	Review correspondence with prospective purchasers and internally; discuss with certain buyers such as RKW; internal discussions on file re protocol on Q&A.	1.0
16-Jul-20	Doris Zheng	Compile listing of key holders, correspondence with potential buyers, update VDR and buyer tracker, track AR and banking transactions	2.5
16-Jul-20	Emanuel Ross	Discussions and follow-ups.	2.0
16-Jul-20	Josie Parisi	At CCX; banking; meeting with Kevin re issues; correspondence with FirePower; call with FirePower; correspondence with Quandra; review APA and provide comments.	3.7
17-Jul-20	Bernard Cormier	Review correspondence internally and with prospective purchasers; review key elements of APA and provide comments.	1.0

Date	Professional	Description	Hrs.
17-Jul-20	Doris Zheng	Track AR and banking transactions, correspondence with suppliers, update buyer tracker, correspondence with potential buyers, correspondence regarding pre and post receivership AR, correspondence with E. Ross regarding trackers, revise due diligence question tracker	1.7
17-Jul-20	Emanuel Ross	Discussions and follow-ups.	3.5
17-Jul-20	Josie Parisi	Review updated APA and provide comments.	0.4
19-Jul-20	Josie Parisi	Review and respond to various questions related to potential purchasers and supplier issues.	1.3
20-Jul-20	Anna Koroneos	Review emails, banking and deposits.	0.2
20-Jul-20	Doris Zheng	Tracking AR and banking transactions; correspondence with suppliers; correspondence regarding CIM; correspondence with potential buyers.	1.3
20-Jul-20	Emanuel Ross	Internal emails; contact bidders; update documents to VDR external correspondence.	3.0
20-Jul-20	Josie Parisi	Pre-call with before Firepower call; attend Firepower call; review letters from H. Chaiton, respond to various creditors, discussions with E. Ross, review questions for First Atlantic and prepare draft responses, discussions with Desmond, call with First Atlantic.	3.8
21-Jul-20	Anna Koroneos	Emails review; with Alpha poly on offer and forward; respond to Patrick of Alpha.	0.2
21-Jul-20	Doris Zheng	recording AR and banking transactions, correspondence with E. Ross and J. Parisi, follow up regarding proposals, uploads to virtual data room, send out NDA	1.1
21-Jul-20	Emanuel Ross	Contact bidders; update documents to VDR external correspondence.	3.0
21-Jul-20	Josie Parisi	Meeting with GenPak; site tour and information session; calls with various suppliers; review letters for Port Royal and F. Chantiam; call with TD, response to TD, call with H. Chaiton re TD call; review requests from First Atlantic and respond; various discussions with A. McDonald.	5.5
22-Jul-20	Anna Koroneos	Emails; offer from liquidator review; emails from AM and respond to same on Enbridge, bell etc.; status update on sales and liquidation proposals with J. Parisi.	0.5
22-Jul-20	Doris Zheng	Record AR and banking transactions, correspondence with E. Ross and potential buyers, correspondence with creditors.	0.8

Date	Professional	Description	Hrs.
22-Jul-20	Josie Parisi	At CCX Management Presentations with First Atlantic; Metaplas and responding questions/requests from Firepower; various response to emails and requests.	6.0
23-Jul-20	Anna Koroneos	Email review and respond where required.	0.1
23-Jul-20	Doris Zheng	Track banking and AR transactions; update buyer tracker; correspondence with liquidator.	0.9
23-Jul-20	Emanuel Ross	Discussions with potential buyers.	.5
23-Jul-20	Josie Parisi	Meeting with Cross over re general manager and procurement individual; discussions with First Atlantic counsel re potential offer; review EBITDA schedule, correspondence with TD; review letter from Port Royal; attend at Alte-Rego to view equipment; meeting with Alte-Rego re potential purchase of CCX; calls to F. Chantium; call to Quadras; call to Eelie re SR&ED.	6.1
24-Jul-20	Doris Zheng	Record AR and banking transactions, update buyer tracker, correspondence with BDO team.	0.8
24-Jul-20	Emanuel Ross	Update documents to VDR external correspondence.	5.0
24-Jul-20	Josie Parisi	correspondence with First Atlantic re speaking to customers, correspondence with H. Chaiton re same, review and approve various PO's, call to Quadras.	0.4
25-Jul-20	Josie Parisi	review and respond to various emails review, engagement letter from CrossOver and provide comments to K. Watkinson	0.9
27-Jul-20	Doris Zheng	Meet with potential buyer; compile requested information; correspondence with potential buyer; track AR and banking transactions; call suppliers.	2.3
27-Jul-20	Emanuel Ross	Update documents to VDR external correspondence.	1.0
27-Jul-20	Josie Parisi	Review and respond to various requests; call with K. Watkinson and A. McDonald re various issues/request, correspondence with D. Zheng re liquidator, calls with M&A group re status.	1.6
27-Jul-20	Tony Montesano	Receive and review utility bill; prepare for payment	0.3
28-Jul-20	Doris Zheng	Correspondence with potential buyers; record AR and banking transactions.	1.1
28-Jul-20	Josie Parisi	Attend at CCX to sign cheques; call with First Atlantic regarding their offer, correspondence with TD regarding a site visit; correspondence with Alte-Rego regarding viewing equipment; call with suppliers; review various payments.	1.8

Date	Professional	Description	Hrs.
29-Jul-20	Doris Zheng	Record AR and banking transactions; calls with supplier; correspondence and calls with suppliers.	1.7
29-Jul-20	Emanuel Ross	Update documents to VDR external correspondence.	1.5
29-Jul-20	Josie Parisi	Call with H. Chaiton re status; call with A. McDonald re ROE for Noel; call with E. Ross re offers; various calls with Antonietta; calls to SR&ED professional; call to Quadras; discussions with K. Esaw re customers.	2.4
30-Jul-20	Josie Parisi	Call with E. Ross re purchaser calls; review emails from BMO; emails re SRED; call to Kevin; call to Quadras.	0.9
31-Jul-20	Doris Zheng	Record AR transactions; meet with potential buyer.	2.9
31-Jul-20	Emanuel Ross	Conference call; update documents to VDR external correspondence.	2.5
31-Jul-20	Josie Parisi	Update call with Kevin; update call with E. Ross; review offer from Metapas; discussions with E. Ross.	2.1
31-Jul-20	Tony Montesano	Review and prepare payment of invoice Enbridge Gas.	0.4



Custom Co-Ex Technologies Inc.
 9030 Keele Street, Unit #2
 Concord, ON
 L4K 2N2

Attention: Kevin Watkinson

Date	Invoice
30 November 2020	#CINV0

RE: Custom Co-Ex Technologies Inc.

TO OUR FEE FOR PROFESSIONAL SERVICES rendered from 1 August 2020 to 30 November 2020 in connection with our Receivership Engagement of the above-noted, as described below.

Our Fee		\$ 84,952.50
Expenses		
Travel / Mileage	615.01	
Administrative Fee - 5%	4,247.63	4,862.64
Subtotal		89,815.14
HST - 13.00% (#R101518124)		11,675.97
TOTAL		\$ 101,491.10

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	91.40	495.00	45,243.00
B. Cormier, Partner	20.40	495.00	10,098.00
A. Koroneos, Senior Manager	7.50	465.00	3,487.50
G. Cerrato, Senior Manager	1.10	465.00	511.50
E. Ross, Senior Manager	10.50	465.00	4,882.50
A. Janusas, Manager	3.00	350.00	1,050.00
D. Zheng, Analyst	47.30	250.00	11,825.00
J. Sawicki, Consultant	4.50	225.00	1,012.50
N. Tse Tat Hiung, Jr. Analyst	6.00	225.00	1,350.00
T. Montesano, Administrator	18.80	200.00	3,760.00
Administration Support	9.90		1,732.50
Total	220.40		\$ 84,952.50

Date	Professional	Description	Hrs.
4-Aug-20	Anna Koroneos	Telephone call with Amir at Polykaron status; with J. Blecher of Mass Polymers to schedule call with counsel.	0.3
4-Aug-20	Anna Koroneos	Review emails; call with Mass Polymers on receivership, security and supplier plans; email team questions and usage of this supplier.	0.3
4-Aug-20	Bernard Cormier	Review offer from Metplas; review liquidation option; discuss process / options internally with J. Parisi and E. Ross.	1.0
4-Aug-20	Doris Zheng	Correspondence and calls regarding liquidation proposal request, record banking and AR transactions.	1.2
4-Aug-20	Josie Parisi	Meeting at Alte-Rego and CCX with TD to show equipment; sign cheques; call to various creditors; review Danbury appraisal; call with Metaplas; recalculate Metaplas offer; call with Kevin re Metaplas and Port Royal.	3.9
4-Aug-20	Emanuel Ross	Update and recall bidders.	4.0
5-Aug-20	Anna Koroneos	Sales process update call with J. Parisi.	0.2
5-Aug-20	Doris Zheng	Calls and correspondence with supplier.	0.4
5-Aug-20	Josie Parisi	Call with M&A and K. Watkinson to review offers; update call with Harvey Chaiton and K. Watkinson.	1.3
5-Aug-20	Bernard Cormier	Call on status and next steps on process, including discussion around Metplas, with J. Parisi, E. Ross and secured creditor Trinity CFO' discussion with Ernie at Metplas; convey written next steps to Ernie; internal BDO discussion around process.	2.5
5-Aug-20	Emanuel Ross	Calls with Trinity and Metplas.	2.5
6-Aug-20	Anna Koroneos	Review of HST letter; forward.	0.1
6-Aug-20	Emanuel Ross	Calls with Trinity and Metplas.	0.5
6-Aug-20	Josie Parisi	Call with Carmine (P!), call with Ant; review banking; review emails from Ant; additional correspondence with Carmine and Ant; call with J. Sugar.	2.3
6-Aug-20	Doris Zheng	Call with liquidator; correspondence with supplier; meet with liquidator; call and correspondence with supplier and Company.	2.9
7-Aug-20	Doris Zheng	Record AR and banking transactions; correspondence regarding collections; prepare cheque requisition.	1.4
10-Aug-20	Doris Zheng	Record AR and banking transactions.	0.6

Date	Professional	Description	Hrs.
10-Aug-20	Josie Parisi	Call with Metplas; call with Fred; call with Samaki; call with Transcontinental; call with Carminel; review various emails; review email from Metplas and respond to Kevin.	2.1
11-Aug-20	Anna Koroneos	Telephone call with C. Soranno, counsel to Mass Polymers; forward Receivership Order.	0.1
11-Aug-20	Bernard Cormier	Review Metplas requests and discuss internally.	0.25
11-Aug-20	Doris Zheng	Calls with liquidator; correspondence re insurance claim.	0.4
11-Aug-20	Josie Parisi	Attend at CCX; signing cheques; meet with Danbury; call with Ernie.	1.7
12-Aug-20	Doris Zheng	Correspondence re liquidation proposal; prepare summary of historical top 10 customers.	0.4
12-Aug-20	Andrew Janusas	Call with Sergio and investigating solutions to recover VMWare root password.	1.5
12-Aug-20	Josie Parisi	Attend at CCX to meet with Emidio and team to kick off due diligence; sign cheques; discussion re computer issue.	4.4
13-Aug-20	Bernard Cormier	Review status and correspondence with Metplas.	0.75
13-Aug-20	Andrew Janusas	Discussions with Jack around testing VMWare solutions; telephone call to Sergio to discuss and emailing status updates to Vivek, and J. Parisi.	1.5
13-Aug-20	Josie Parisi	Call with Carmine; prepare adjusted F/S and EBITDA calculation, review various emails; calls with Emidio; calls with Antonietta re computer issue.	1.6
13-Aug-20	Emanuel Ross	Discussion with E. Votis on the process and RTO/Clients concerns follow-up wegucanada accesses on VDR - E. DiMeo and A. Low; exchanges with J. Parisi on EBITDA and Questions.	2.0
13-Aug-20	Jack Sawicki	Verify process to reset "root" password on ESXi host and provide directions/screenshots.	4.5
14-Aug-20	Josie Parisi	Calls with K. Wilkinson; review information provided; calls with E. DiMiao.	0.7
14-Aug-20	Doris Zheng	Recording AR and banking transactions, correspondence re collections.	1.4
17-Aug-20	Doris Zheng	Correspondence with J. Parisi regarding lease.	0.2
17-Aug-20	Bernard Cormier	Discussion with Ernie.	0.5

Date	Professional	Description	Hrs.
17-Aug-20	Josie Parisi	Call to Grief re cores, call with B. Cormier re sale, review and respond to various emails/questions re due diligence; call with Harvey Chaiton re lease, review lease agreement.	1.3
18-Aug-20	Josie Parisi	Attend at CCX meeting with Metplas, sign cheques, discussions with staff, call with B. Cormier re Metplas.	4.1
19-Aug-20	Bernard Cormier	Discussion internally on file.	0.5
19-Aug-20	Doris Zheng	Record AR and banking transactions.	1.1
20-Aug-20	Josie Parisi	Review and respond to various question; respond to Emidio.	0.8
21-Aug-20	Anna Koroneos	Discussion with J. Parisi on offer vs liquidation.	0.1
21-Aug-20	Bernard Cormier	Review APA from buyer; discuss with buyer and internally re process and next steps.	1.5
21-Aug-20	Josie Parisi	Discussion with B. Cormier re offer from Metplas, call with Ernie re offer, review offer, call with Kevin, revise calculations, additional discussions with B. Cormier; review and respond various emails; review offer letter.	3.1
24-Aug-20	Anna Koroneos	Telephone call with Vera of Vinmar and email to CCX on inventory and PO with Vinmar; review of Bell invoice and forward; emails.	0.3
24-Aug-20	Bernard Cormier	Negotiate deal with buyer and calls with receiver.	1.0
24-Aug-20	Doris Zheng	Record banking and AR transactions, correspondence re; collections, correspondence with supplier.	1.4
24-Aug-20	Josie Parisi	Call with Devin re outstanding payments; call win Vins, meeting with Kevin; attend at CCX to sign cheques; calls to Samaki; calls to Intercity.	2.6
25-Aug-20	Anna Koroneos	With Vera of Vinmar on several emails about inventory and need for their resin; with AM on same; responses to Vera.	0.2
25-Aug-20	Josie Parisi	Various calls from Bernard re deal with Metplas; review various emails, recalculate figures.	1.4
25-Aug-20	Bernard Cormier	Calls with buyer and FRS Toronto to negotiate deal and plan next steps.	1.5
26-Aug-20	Anna Koroneos	Emails re tax filing issue; with T. Montesano on same.	0.1
26-Aug-20	Bernard Cormier	Review redline APA, provide comments to our lawyer; call with lawyer and FRS Toronto.	2.0

Date	Professional	Description	Hrs.
26-Aug-20	Josie Parisi	Call with H. Chaiton to go through APA; discussion with B. Cormier re terms of APA; call with Kevin re offer; discussions with D. Michaud re preparing security review; prepare analysis for TD.	2.3
27-Aug-20	Doris Zheng	Call and correspondence with supplier.	0.3
27-Aug-20	Bernard Cormier	Call with our lawyer and FRS Toronto to discuss APA	0.5
27-Aug-20	Emanuel Ross	APA discussion.	0.5
27-Aug-20	Tony Montesano	Contact CRA to discuss error message when trying to access my business account; advised not authorized on file; unable to discuss file; was told that only person that registered my business account can make changes; sent copy of Receivership Order and request for authorization to CRA; discussed same with J. Parisi and A. Macdonald fro CCX.	1.0
27-Aug-20	Gary Cerrato	Call with J. Parisi to discuss issues with sale of assets; discussion issues with assignment of lease; tax issues.	1.1
27-Aug-20	Josie Parisi	Call with Harvey Chaiton to go through changes to APA; call to Kisko, call to Samaki; review lease provisions; calls to landlord; preparing court report.	1.8
28-Aug-20	Doris Zheng	Record AR and banking transactions, review TD security documents, correspondence with J. Parisi and A. Macdonald.	2.1
31-Aug-20	Josie Parisi	Call with B. Cormier; call with A. Macdonald; call with supplier; correspondence with Kisko; call with landlord.	1.1
31-Aug-20	Bernard Cormier	Discussions with Receiver and Metplas on finalizing deal; review revised APA and negotiate terms.	2.2
1-Sep-20	Bernard Cormier	Call with Chaiton, Gowlings, Receiver, Metplas re status and deal negotiation.	0.5
1-Sep-20	Bernard Cormier	Internal call with Receiver and Chaitons re APA and process / negotiation.	1.0
1-Sep-20	Josie Parisi	Call with Harvey and Bernard regarding APA; calls with Ernie re close, calls with Harvey re lease; lease analysis; draft report for sale and approval motion; calls to Eli, approve various purchase orders.	6.7
2-Sep-20	Tony Montesano	Review invoice; prepare payment of invoices.	0.3
2-Sep-20	Tony Montesano	Contact N. Chantiam Jr WEPP applicant to discuss POC filed; reviewed POC; requested additional information; discussed same with J. Parisi.	0.5
2-Sep-20	Bernard Cormier	Deal negotiation and internal discussions with Receiver.	1.0

Date	Professional	Description	Hrs.
2-Sep-20	Josie Parisi	Prepare closing cash analysis; approve PO's; correspondence with A. McDonald and E. Votis; prepare court report for sale approval motion.	3.6
3-Sep-20	Bernard Cormier	Deal negotiations with Metplas, internal discussions with Receiver.	1.0
3-Sep-20	Josie Parisi	Prepare court report; call with Harvey and Kevin re business issues; respond to various emails with Ernie and Antoinetta; calls with Kevin; calls with Antoinetta; calls with Ernie.	3.4
4-Sep-20	Tony Montesano	Enter WEPP proof of claim for N. Chantham.	0.5
4-Sep-20	Bernard Cormier	Deal negotiations with Metplas, internal discussions with Receiver.	0.5
4-Sep-20	Josie Parisi	Meeting with Emidio and Nick to call customers to understand future sales; discussions with A. McDonald, K. Watkinson and Bibi.	3.5
5-Sep-20	Josie Parisi	Sending emails to customers introducing Wegu.	0.4
8-Sep-20	Josie Parisi	Attend at CCX meeting with Emidio and making customer calls, signing cheques, calls with Ernie to discuss next steps.	4.1
9-Sep-20	Bernard Cormier	Correspondence with Receiver and Receiver attorney on status with Metplas and course of action.	0.4
10-Sep-20	Bernard Cormier	Internal discussions with Receiver re status with Metplas.	0.5
10-Sep-20	Josie Parisi	Call with Ernie; call with Bernard; call with Kevin.	0.7
11-Sep-20	Tony Montesano	Contact CRA regarding authorization on file; discuss payroll account.	1.0
14-Sep-20	Anna Koroneos	Review of emails on Bradner and respond.	0.1
14-Sep-20	Tony Montesano	Review and prepare payment of requisition Chaitons LLP.	0.4
14-Sep-20	Bridget Chiasson	Revise invoice and forward to J. Parisi for review.	0.8
14-Sep-20	Josie Parisi	Attend at CCX to sign cheques, meet with K. Watkinson, meet with A. McDonald, call with Workingman Capital, call with B. Cormier re potential French purchaser.	1.3
14-Sep-20	Doris Zheng	Review correspondence, record banking and AR transactions.	2.2
15-Sep-20	Josie Parisi	Liquidation analysis, discussion with K. Watkinson, call with TD re the equipment and next steps.	0.7
16-Sep-20	Tony Montesano	Discussion with N. Chantiam; send filing WEPP confirmation to same.	0.2

Date	Professional	Description	Hrs.
16-Sep-20	Doris Zheng	Correspondence re bank transactions, reconcile transactions for Ascend, correspondence with N. Hiung, review reconciliation prepared by N. Hiung.	1.9
16-Sep-20	Nicolas Tse Tat Hiung	Reconciling the USD and CAD Bank GL to the Receiver GL for both USD and CAD account.	5.5
17-Sep-20	Bernard Cormier	Communicate and organise next steps with new potential acquirer Excelrise.	0.4
17-Sep-20	Doris Zheng	Review reconciliation performed by N. Hiung, re-allocate pre-receivership and post-receivership AR collections.	3.3
18-Sep-20	Anna Koroneos	Review of emails; with J. Parisi on employee information and potential sale.	0.1
18-Sep-20	Bernard Cormier	Organise plan with new potential acquirer Excelrise	0.5
18-Sep-20	Emanuel Ross	Discussion Arthur Lepage information pack preparation.	1.0
18-Sep-20	Doris Zheng	Reconcile bank transactions for Ascend.	1.4
21-Sep-20	Nicolas Tse Tat Hiung	Reclassify Accounts Receivables individual account to respective accounts.	0.5
21-Sep-20	Doris Zheng	Record AR and banking transactions, reconcile Company's G/L with Receiver's G/L, correspondence with N. Hiung re. same, review entries recorded in Ascend.	3.6
22-Sep-20	Josie Parisi	Call with TD re next steps, call with B. Cormier re potential purchaser, review and approve various requests for payment.	1.2
23-Sep-20	Doris Zheng	Correspondence with supplier.	0.2
23-Sep-20	Josie Parisi	Attend at CCX, sign cheque and discussions with Management.	0.7
24-Sep-20	Bernard Cormier	Exchange correspondence with receiver on potential buyers and plan next steps.	0.4
24-Sep-20	Doris Zheng	Correspondence with supplier, correspondence with potential purchasers.	0.9
24-Sep-20	Josie Parisi	Correspondence with A. McDonald and P. Boucher re SRED filing; call with K. Watkinson re windup; call with Cell-o-wrap re potential purchase, call with Unipac re potential purchase.	1.6
25-Sep-20	Josie Parisi	Prepare letter to Samaki, draft letter to customers.	0.4
28-Sep-20	Anna Koroneos	With W. Gruber of CRA on HST/RP/RC accounts and status; email to CCX on T4s; HST and corporate tax update/filings required.	0.5

Date	Professional	Description	Hrs.
28-Sep-20	Doris Zheng	Record banking and AR transactions.	1.2
29-Sep-20	Anna Koroneos	Review of redirected mail and forward invoices to AM for payment; emails on T4s.	0.2
29-Sep-20	Josie Parisi	Call with A&Y re sale of lease, call with K. Watkinson re next steps.	0.4
30-Sep-20	Anna Koroneos	With CRA on CEWS.	0.5
30-Sep-20	Josie Parisi	Call with Harvey to discuss workingman capital agreement, employee letter, customer letter, discussion regarding TD.	0.7
30-Sep-20	Tony Montesano	Lengthy discussion with CRA regarding the CEWS and the RP account; discuss same with J. Parisi; discussion with CRA and A. Koroneos.	1.0
1-Oct-20	Josie Parisi	Attend at CCX to meet with employees and Kevin; finalize employee letter; discussions with various employees.	1.3
2-Oct-20	Bridget Chiasson	Prepare interim invoice; prepare cheque requisition and send to J. Parisi for approval.	0.3
2-Oct-20	Josie Parisi	Call with Kisko, review and respond to various emails; calls to two interested parties.	0.7
5-Oct-20	Doris Zheng	Correspondence re NDAs.	0.1
5-Oct-20	Josie Parisi	Review and respond to various emails regarding PO's and payments, speak to potential purchases (triple A and L. Smith); correspondence with A. MacDonald and K. Watkinson, call with H. Chaiton re letter to customer.	0.9
6-Oct-20	Doris Zheng	Correspondence with potential buyers.	0.2
6-Oct-20	Josie Parisi	Discussions with Ant re WY order, discussions with Kevin re various customer issues.	0.3
7-Oct-20	Tony Montesano	Review and prepare processing of invoices.	0.7
7-Oct-20	Josie Parisi	Review and sign cheques, discussions with Antonietta re cheque sequencing issue.	0.8
8-Oct-20	Josie Parisi	Discussions with 2 potential purchasers.	0.6
8-Oct-20	Doris Zheng	Record AR and banking transactions, correspondence with potential buyers.	2.2
9-Oct-20	Josie Parisi	Review listing agreement and provide comments to Avison; review various emails and respond.	0.8

Date	Professional	Description	Hrs.
13-Oct-20	Josie Parisi	Call with D. Reason to discuss progress and security opinion; call with Kisko, call with Avison re commission structure for sale of lease.	0.9
14-Oct-20	Josie Parisi	Review banking, A/R listing and emails re production.	0.6
15-Oct-20	Josie Parisi	Review banking and AR info provided; discussions re Kisko; discussions re Gelpak; discussions with K. Watkinson.	0.5
15-Oct-20	Tony Montesano	Discussion with A. MacDonald regarding response to CRA's request for information; discuss WEPP; send WEPP schedule and WEPP letter to employees to same; prepare and process invoices	0.6
15-Oct-20	Anna Koroneos	Review CEWS requirements online; email AM and telephone call to discuss RP accounts; email to crews.	0.7
16-Oct-20	Josie Parisi	Review and respond to emails re insurance, plates, banking, etc.; draft letter for customers.	0.7
16-Oct-20	Tony Montesano	Organize and arrange documents in response to HST examination.	1.0
19-Oct-20	Anna Koroneos	Review of email from CRA and forward; telephone call with T. Montesano on audit.	0.2
19-Oct-20	Bridget Chiasson	Upload Filing fees in ascend; send cheque to OR.	0.2
19-Oct-20	Doris Zheng	Correspondence re potential buyers.	0.2
19-Oct-20	Josie Parisi	Finalize customer letter, various email correspondence with A. McDonald and K. Watkinson re various banking, customer and A/R matters.	0.3
19-Oct-20	Tony Montesano	Bind Package for CRA regarding examination of HST return; fax same to CRA.	1.0
20-Oct-20	Tony Montesano	Prepare and fax response to HST examination to CRA.	0.5
20-Oct-20	Doris Zheng	Contact supplier, record AR and banking transactions.	1.2
21-Oct-20	Doris Zheng	Correspondence with potential buyers.	0.4
21-Oct-20	Josie Parisi	Attend at CCX to sign cheques.	0.4
22-Oct-20	Josie Parisi	Update call with Kevin & Ant; call with PwC re Duropac.	0.5
22-Oct-20	Tony Montesano	Discuss WEPP schedule and letter with A. MacDonald.	0.6
23-Oct-20	Anna Koroneos	With Kevin at CEWS 1-343-571-0161 regarding payment and new 0002 account request application to be added and reapplication request to CCX.	0.4

Date	Professional	Description	Hrs.
24-Oct-20	Josie Parisi	Review Danbury's proposal and ask questions.	0.3
26-Oct-20	Josie Parisi	Sign cheques, correspondence with Antonietta.	0.3
28-Oct-20	Anna Koroneos	Emails re CEW; review of responses from AM on T4s; discussion on receivership.	0.2
28-Oct-20	Josie Parisi	Call with Kevin re various issues, call with CRA re CEWS.	0.4
29-Oct-20	Tony Montesano	Receive and Review WEPP information received from A. MacDonald; update WEPP schedule information accordingly.	1.5
30-Oct-20	Doris Zheng	Record AR and banking transactions; correspondence with S. Senatore re invoices.	2.1
3-Nov-20	Josie Parisi	Sign payroll and other cheques at CCX.	0.3
4-Nov-20	Josie Parisi	Call with Harvey re email from TD re sale of equipment.	0.2
5-Nov-20	Anna Koroneos	Review and respond to AM on payroll; review of mail from CRA on payroll and forward to AM.	0.2
5-Nov-20	Doris Zheng	Record AR and banking transactions.	1.1
6-Nov-20	Josie Parisi	Discussions with Avison re sale of favourable lease; discussions with Danbury re photos.	0.2
9-Nov-20	Anna Koroneos	With staff on cheques received and reply for proper GL coding; email to AM to advise of CEWS received and forward reply additional payment to be received.	0.2
9-Nov-20	Tony Montesano	Discussion with A. MacDonald regarding filing of ROE's, calculating WEPP.	0.5
10-Nov-20	Josie Parisi	Update call with Kevin and Antonietta; various correspondence with Danbury.	0.6
11-Nov-20	Doris Zheng	Correspondence re insurance.	0.1
11-Nov-20	Josie Parisi	Call with Danbury re auction and access to the facility; movement of items; transaction with Alte-Rego; review various emails related to documents; banking, etc.	0.3
12-Nov-20	Josie Parisi	Call with a potential purchaser on en-bloc sale.	0.5
12-Nov-20	Anna Koroneos	Emails on ROE; apply for ROE web account; check status and respond to AM, TM and JP; with CRA on getting ROE WEB approved; telephone call with CRA/Service Canada on access code and invite AM to be a representative; emails.	1.7
13-Nov-20	Doris Zheng	Record AR and banking transactions.	1.2

Date	Professional	Description	Hrs.
13-Nov-20	Josie Parisi	Commence preparing receivers report.	2.4
16-Nov-20	Doris Zheng	Correspondence re receipts and disbursements, contact collection agency.	0.2
16-Nov-20	Josie Parisi	Preparing court report; correspondence with landlord re utilities arrears; correspondence with K. Watkinson; review and respond to various emails.	2.4
17-Nov-20	Doris Zheng	Call and correspondence re sale of company.	0.3
18-Nov-20	Josie Parisi	Call with Danbury re next steps; call with Champion re next steps; review and sign payroll and supplier cheques; review and respond to various emails.	0.6
18-Nov-20	Tony Montesano	Create WEPP letter and proof of claims.	2.0
20-Nov-20	Josie Parisi	Call with Ashok re potential purchase, agenda, update call with K. Watkinson; various email correspondence with A. MacDonald & Danbury.	1.2
20-Nov-20	Doris Zheng	Review Company's general ledger; reconcile with Receiver's banking and AR spreadsheet; work on receipts and disbursements.	2.3
23-Nov-20	Josie Parisi	Update call with Kevin and Antoinietta; correspondence with Danbury re Covertech; correspondence with K. Watkinson.	0.6
23-Nov-20	Doris Zheng	Prepare receipts and disbursements.	2.8
24-Nov-20	Anna Koroneos	Review WEPP schedule with T. Montesano to answer questions.	0.3
24-Nov-20	Tony Montesano	Correspond with A. MacDonald from Custom Co-ex; update WEPP schedule.	1.0
25-Nov-20	Anna Koroneos	Review approve and execute WEPP letter to terminated employees; telephone call with T. Montesano on WEPP calculation for term date and covid amendments.	0.5
25-Nov-20	Josie Parisi	Call with Navjeet re sale of assets, call with Danbury re sale of assets, correspondence with TD's counsel; correspondence with H. Chaiton, update call with K. Watkinson.	0.7
25-Nov-20	Tony Montesano	Entre Trustee Information Forms.	1.5
25-Nov-20	Doris Zheng	Review bank GL and reconcile to bank balance, prepare receipts and disbursements cash flow for all bank accounts.	3.4
26-Nov-20	Josie Parisi	Discussions with K. Wilkinson re SR&ED; call with Ashok; sign cheques; correspondence with Danbury.	0.7
26-Nov-20	Tony Montesano	Mail and e-mail WEPP packages; update WEPP schedule.	2.0

Date	Professional	Description	Hrs.
27-Nov-20	Josie Parisi	Review APS and calculate proceeds.	0.6
27-Nov-20	Doris Zheng	Revise receipts and disbursements cash flow and track banking and AR information.	0.8
27-Nov-20	Tony Montesano	Prepare and enter WEPP trustee information forms; enter WEPP proof of claims; correspond with claimants.	1.0
28-Nov-20	Josie Parisi	Review changes to draft APS and provide comments to H. Chaiton; call with H. Chaiton re APS, meet with Ashok to discuss APS.	2.2
29-Nov-20	Josie Parisi	Updating Receiver's first report; draft confidential supplemental report.	1.7
30-Nov-20	Doris Zheng	Correspondence re receipts and disbursements cash flow.	0.2

Appendix “F”

Court File No. CV-20-00642816-00CL

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

B E T W E E N:

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

AFFIDAVIT OF SANEEA TANVIR
(sworn December 1, 2020)

I, SANEEA TANVIR, of the City of Mississauga, in the Province of Ontario **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a lawyer with the law firm of Chaitons LLP (“**Chaitons**”), lawyers for BDO Canada Limited, in its capacity as receiver and manager (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Custom Co-Ex Technologies Inc., and as such have knowledge of the matters to which I hereinafter depose.
2. Attached hereto as the following exhibits are copies of the following accounts issued by Chaitons to the Receiver totalling \$46,934.64 (comprised of fees of \$41,532, disbursements of \$3.07 and HST of \$5,399.57) with respect to this proceeding:

Exhibit “A” - Account for the period up to and including July 31, 2020;

Exhibit “B” - Account for the period up to and including August 31, 2020;

Exhibit “C” - Account for the period up to and including September 30, 2020; and

Exhibit “D” - Account for the period up to and including November 30, 2020.

3. I confirm that the accounts described above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from June 24, 2020 to November 30, 2020.

4. Attached hereto as **Exhibit “E”** is a summary of additional information with respect to Chaitons’ accounts, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

SWORN remotely by Sanea Tanvir)
of the City of Mississauga, in the)
Province of Ontario, before me at the)
City of Toronto, Province of Ontario,)
on this 1st day of December, 2020 in)
accordance with O. Reg. 431/20,)
Administering Oath or Declaration)
Remotely)
)

Dawn R. Manz



SANEEA TANVIR

A Commissioner For Taking Affidavits, etc.

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF SANEEA TANVIR
SWORN BEFORE ME THIS 1ST
DAY OF DECEMBER, 2020**

Darren R. Manz

A Commissioner etc.

INVOICE NUMBER: 277329**July 31, 2020**

BDO CANADA LIMITED
 20 WELLINGTON ST. EAST, SUITE 500
 TORONTO, ON M5E 1C5

Re: CUSTOM CO-EX TECHNOLOGIES INC. ET AL.
Our file: 008027-65505

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including July 31, 2020:

PROFESSIONAL FEES

SUBJECT TO HST	\$22,807.50	
SUB-TOTAL		\$22,807.50
HST at 13.00%		\$2,964.98

GRAND TOTAL

\$25,772.48

Amount payable on the current invoice	\$25,772.48
Plus outstanding invoices on this matter	\$0.00
Amount Due	<u>\$25,772.48</u>
Trust Balance	

PROFESSIONAL FEES:

- Jun 24, 20 Email to client re priming of TD bank and CRA; emails with E. Kenley; telephone call with S. Tanvir to revise draft order; attend on hearing by video conference; review endorsement; email to Justice Conway to request amendment to her endorsement; receive amended endorsement; circulate order and endorsement;
- Jun 24, 20 Hearing for receivership application before J. Conway with H. Chaiton, revising order and sending to J. Conway;
- Jun 25, 20 Telephone call with J. Parisi and K. Watkinson re payment demand by Alter Ego for release of inventory; telephone call with J. Parisi, K. Watkinson and M. Davidson re whether to terminate or continue operations; telephone call with J. Parisi re employment termination letter for Noel Chantiam and management agreement for Trinity;
- Jun 26, 20 Review draft employment termination letter for Noel Chantiam Jr.; telephone calls and emails with S. Tanvir, J. Parisi and K. Watkinson to finalize termination letter; telephone call with A. Stein; emails with L. Li Preti re resignation of F. Chantiam as director and officer;
- Jun 26, 20 Phone call with H. Chaiton, drafting termination agreement for N. Francis, revising as per H. Chaiton's comments, phone call with J. Parisi, drafting management agreement;
- Jun 29, 20 Review draft cease and desist letter; review draft management agreement; telephone calls with S. Tanvir providing comments thereon;
- Jun 29, 20 Phone call with H. Chaiton, revising Management Agreement as per H. Chaiton's instructions, drafting cease and desist letter, corresponding with J. Parisi;
- Jun 30, 20 Telephone call with J. Parisi and K. Watkinson re delivery of termination and cease and desist letters to Noel and Francis Chantiam;
- Jul 3, 20 Review revised management agreement; emails with S. Tanvir; emails with J. Parisi;

- Jul 3, 20 Corresponding with H. Chaiton, corresponding with J. Parisi, revising management agreement;
- Jul 6, 20 Review emails; telephone conference call with K. Watkinson, A. Stein and J. Parisi re Chantiam's breach of court order and of the settlement agreement; review and comment on cease and desist letter;
- Jul 8, 20 Review and comment on sale process materials prepared by BDO; review various emails with respect to Francis Chantiam;
- Jul 9, 20 Drafting asset purchase agreement as per H. Chaiton's instructions;
- Jul 10, 20 Drafting asset purchase agreement as per H. Chaiton's instructions;
- Jul 12, 20 Review draft APA; telephone call with S. Tanvir to discuss;
- Jul 12, 20 Phone call with H. Chaiton, revising Asset Purchase Agreement as per his comments;
- Jul 13, 20 Telephone call with J. Parisi and K. Watkinson re Desmond Chantiam and Port Royal;
- Jul 13, 20 Drafting Asset Purchase Agreement;
- Jul 14, 20 Review revised APA; provide comments thereon to S. Tanvir;
- Jul 14, 20 Finalizing Asset Purchase Agreement, revising Asset Purchase Agreement as per J. Parisi's comments, phone call with H. Chaiton;
- Jul 15, 20 Drafting and revising non-disclosure agreement as per H. Chaiton's instructions;
- Jul 16, 20 Review and provide comments on draft NDA; review and comment on revised APA;
- Jul 16, 20 Revising Asset Purchase Agreement as per H. Chaiton's instructions, drafting correspondence to J. Parisi, phone calls with H. Chaiton;
- Jul 17, 20 Emails with BDO and telephone calls with S. Tanvir re further amendments to APA;
- Jul 17, 20 Phone call with H. Chaiton, corresponding with S. Mandell regarding Asset Purchase Agreement, revising the Asset Purchase Agreement;
- Jul 18, 20 Review of draft Purchase Agreement and amending same;

Jul 18, 20 Reviewing revisions made to Asset Purchase Agreement by S. Mandell and answering his questions by email;

Jul 19, 20 Review emails and draft letters to Port Royal Packaging and to Francis Chantiam; forward to J. Parisi and L. Watkinson for comments;

Jul 21, 20 Finalize and send letter to Port Royal; email from and telephone call with J. Parisi with respect to TD Bank including review of PPSA search; also discussed sale process;

Jul 23, 20 Receipt and review email from J. Zibarras, lawyer for Port Royal; emails with J. Parisi and K. Watkinson;

Jul 29, 20 Telephone call with J. Parisi for update;

 To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES

HST at 13.00%

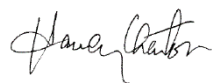
\$22,807.50

2,964.98

GRAND TOTAL

\$25,772.48

CHAITONS LLP



per:

Harvey Chaiton

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$725.00	16.20	\$11,745.00
SETH D. MANDELL	\$675.00	3.30	\$2,227.50
SANEEA TANVIR	\$285.00	31.00	\$8,835.00
Total:		50.50	\$22,807.50

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF SANEEA TANVIR
SWORN BEFORE ME THIS 1ST
DAY OF DECEMBER, 2020**

Daren R. Manz

A Commissioner etc.

INVOICE NUMBER: 277715**August 31, 2020**

BDO CANADA LIMITED
 20 WELLINGTON ST. EAST, SUITE 500
 TORONTO, ON M5E 1C5

Re: CUSTOM CO-EX TECHNOLOGIES INC. ET AL.
Our file: 008027-65505

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including August 31, 2020:

PROFESSIONAL FEES

SUBJECT TO HST	\$5,220.50	
SUB-TOTAL		\$5,220.50
HST at 13.00%		\$678.67
GRAND TOTAL		<u>\$5,899.17</u>

Amount payable on the current invoice	\$5,899.17
Plus outstanding invoices on this matter	\$25,772.48
Amount Due	<u>\$31,671.65</u>
Trust Balance	

PROFESSIONAL FEES:

Aug 4, 20	HGC	Review memo from K. Watkinson and arrange call to discuss;
Aug 5, 20	HGC	Review memo by K. Watkinson re Port Royal; telephone call with K. Watkinson and J. Parisi re Port Royal and sale process; revise email to J. Zibarras and forward to K. Watkinson and J. Parisi for approval;
Aug 7, 20	HGC	Telephone call with J. Parisi and K. Watkinson re lease payments to TD Bank;
Aug 10, 20	HGC	Emails re amount owing by Port Royal and their position there is an amount owing to it by Company;
Aug 10, 20	ST	Corresponding with A. Stein regarding any revised orders;
Aug 12, 20	HGC	Review emails re Intercity Montreal;
Aug 13, 20	HGC	Review email from J. Parisi re TD;
Aug 17, 20	HGC	Emails with K. Watkinson; telephone call with J. Parisi;
Aug 26, 20	HGC	Telephone call with B. Cormier and J. Parisi; review Notice of Application and Affidavit of K. Watkinson re transfer by Francis of Life insurance policy; telephone call with A. Stein; review draft APA of Wegu Mfg and comments of BDO thereon;
Aug 27, 20	HGC	Telephone call with J. Parisi and B. Cormier re APA; revise APA and send to K. Hennessey, lawyer for Wegu Mfg; review lease for premises; emails with J Parisi;

Aug 27, 20 ST Phone call with H. Chaiton, revising asset purchase agreement as per his comments;

Aug 28, 20 HGC Review APA revised by K. Hennessey; forward to BDO with my comments; emails with J. Parisi and with B. Cormier;

To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES **\$5,220.50**
HST at 13.00% 678.67

GRAND TOTAL **\$5,899.17**

CHAITONS LLP



per: _____
Harvey Chaiton

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$725.00	6.10	\$4,422.50
SANEEA TANVIR	\$285.00	2.80	\$798.00
Total:		8.90	\$5,220.50

**THIS IS EXHIBIT "C" TO
THE AFFIDAVIT OF SANEEA TANVIR
SWORN BEFORE ME THIS 1ST
DAY OF DECEMBER, 2020**

Jason R. Manz

A Commissioner etc.

INVOICE NUMBER: 278132**September 30, 2020**

BDO CANADA LIMITED
 20 WELLINGTON ST. EAST, SUITE 500
 TORONTO, ON M5E 1C5

Re: CUSTOM CO-EX TECHNOLOGIES INC. ET AL.
Our file: 008027-65505

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including September 30, 2020:

PROFESSIONAL FEES

SUBJECT TO HST	\$5,726.00	
SUB-TOTAL		\$5,726.00
HST at 13.00%		\$744.38

GRAND TOTAL

\$6,470.38

Amount payable on the current invoice	\$6,470.38
Plus outstanding invoices on this matter	\$25,772.48
Amount Due	<u>\$32,242.86</u>
Trust Balance	

PROFESSIONAL FEES:

- Sep 1, 20 Telephone conference call with BDO re APA and to receipt of instructions; review APA revised by S. Tanvir and telephone call with S. Tanvir to discuss further changes;
- Sep 1, 20 Review emails and telephone calls with J. Parisi re value of lease; telephone conference call with J. Parisi, purchaser and its lawyers re sale transaction;
- Sep 1, 20 Phone calls with H. Chaiton and J. Parisi to discuss asset purchase agreement, conference call with Purchasers counsel and BDO, revising asset purchase agreement as per H. Chaiton's comments, corresponding with J. Parisi, K. Hennessey, reviewing commercial lease as per client's request, phone call with internal real estate lawyer regarding commercial lease;
- Sep 3, 20 Telephone conversation with J. Parisi and K. Watkinson re loss of business; emails with J. Parisi re purchaser talking with customers to preserve business relationships;
- Sep 9, 20 Emails with J. Parisi and B. Cormier re Weygu due diligence;
- Sep 10, 20 Emails with J. Parisi;
- Sep 18, 20 Emails with J. Parisi;
- Sep 23, 20 Telephone call with J. Parisi; telephone call with lawyer for a creditor;
- Sep 28, 20 Review Auction Agreement;

Sep 29, 20 Drafting demand letter to Samaki Inc as per client's request,
 corresponding with H. Chaiton;

Sep 30, 20 Review draft employee letter; telephone call with J. Parisi to discuss draft
 letter, TD bank, equipment auctioneer;

To all matters of a general nature not more particularly referred to
 herein;

TOTAL PROFESSIONAL FEES **\$5,726.00**
 HST at 13.00% 744.38

GRAND TOTAL **\$6,470.38**

CHAITONS LLP



per: _____
 Harvey Chaiton

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$725.00	5.50	\$3,987.50
SANEEA TANVIR	\$285.00	6.10	\$1,738.50
Total:		11.60	\$5,726.00

**THIS IS EXHIBIT "D" TO
THE AFFIDAVIT OF SANEEA TANVIR
SWORN BEFORE ME THIS 1ST
DAY OF DECEMBER, 2020**

Darson R. Manz

A Commissioner etc.

INVOICE NUMBER: 278769**November 30, 2020**

BDO CANADA LIMITED
 20 WELLINGTON ST. EAST, SUITE 500
 TORONTO, ON M5E 1C5

Re: CUSTOM CO-EX TECHNOLOGIES INC. ET AL.
Our file: 008027-65505

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including November 30, 2020:

PROFESSIONAL FEES

SUBJECT TO HST	\$7,778.00	
SUB-TOTAL		\$7,778.00

DISBURSEMENTS

SUBJECT TO HST	\$3.07	
SUB-TOTAL		\$3.07
HST at 13.00%		\$1,011.54

GRAND TOTAL

\$8,792.61

Amount payable on the current invoice	\$8,792.61
Plus outstanding invoices on this matter	\$0.00
Amount Due	<u>\$8,792.61</u>
Trust Balance	

PROFESSIONAL FEES:

Oct 6, 20 Revise draft demand letter to Samaki Inc.;

Oct 21, 20 Telephone call with A. Stein;

Oct 28, 20 Telephone call with J. Parisi re lease assignment commission;

Nov 12, 20 Emails and telephone call with J. Parisi re interim distribution and Trinity interest in buying business;

Nov 27, 20 Review APS;

Nov 28, 20 Phone call with J. Parisi and H. Chaiton, reviewing notes and revising asset purchase agreement;

Nov 29, 20 Review revised APS; review draft court report; telephone call with S. Tanvir to discuss;

Nov 29, 20 Phone calls with H. Chaiton, revising asset purchase agreement and reviewing Receiver's First Report with H. Chaiton;

Nov 30, 20 Corresponding with J. Parisi and revising asset purchase agreement accordingly, revising first report of the receiver;

Nov 30, 20 Revising Confidential Supplemental Report;

Nov 30, 20 Review draft confidential supplemental report and revised APS; conference with S. Tanvir to discuss;

To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES

HST at 13.00%

\$7,778.00

1,011.14

DISBURSEMENTS:

Subject to HST:			
	Postage Charges Taxable	\$3.07	\$3.07
TOTAL DISBURSEMENTS			\$3.07
HST at 13.00%			0.40
GRAND TOTAL			<hr/> \$8,792.61

CHAITONS LLP


per: _____
Harvey Chaiton

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$725.00	5.50	\$3,987.50
SANEEA TANVIR	\$285.00	13.30	\$3,790.50
Total:		18.80	\$7,778.00

**THIS IS EXHIBIT "E" TO
THE AFFIDAVIT OF SANEEA TANVIR
SWORN BEFORE ME THIS 1ST
DAY OF DECEMBER, 2020**

Darson R. Manz

A Commissioner Etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Harvey Chaiton	1982	33.30	\$725	\$24,142.50
Seth Mandell	1997	3.30	\$675	\$2,227.50
Saneea Tanvir	2019	53.2	\$285	\$15,162.00
Total Hours and Amounts Billed		89.80		\$41,532.00
Average Hourly Rate			\$462.50	
Total Costs				\$3.07
Total Taxes (HST)				\$5,399.57
TOTAL				\$46,934.64

TAB 3

Court File No. CV-20-000642816-00CL

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

THE HONOURABLE MADAM)	WEDNESDAY, THE 16 TH DAY
)	
JUSTICE DIETRICH)	DAY OF DECEMBER, 2020

BETWEEN:

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the court appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of Custom Co-Ex Technologies Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement (the “**Sale Agreement**”) between the Receiver and PackRite Solutions Corp. (the “**Purchaser**”) dated November 30, 2020 and appended to the Report of the Receiver dated December 3, 2020 (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day at Toronto via Zoom videoconference due to the COVID-19 Pandemic.

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

1. 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.

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's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated June 24, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. 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.

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

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

6. THIS COURT ORDERS that, notwithstanding:

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

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

7. 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.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00642816-00CL

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

B E T W E E N

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

RECEIVER’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 24, 2020, BDO Canada Limited was appointed as the receiver (the “**Receiver**”) of the assets, undertakings and properties of the Respondent (the “**Debtor**”).

B. Pursuant to an Order of the Court dated December 16, 2020, the Court approved the Asset Purchase Agreement made as of November 30, 2020 (the “**Sale Agreement**”) between the Receiver and PackRite Solutions Corp. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the purchased assets (as described in the Sale Agreement) (the “**Purchased Assets**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of Custom Co-Ex Technologies Inc. and not in its personal capacity and without personal or corporate liability

Per: _____

Name: Josie Parisi

Title: Senior Vice President

TRINITY PLASTICS PRODUCTS INC.

-and-

CUSTOM CO-EX TECHNOLOGIES INC.

Applicant

Respondent

Court File No. CV-00642816-00CL

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

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

CHAITONS LLP

5000 Yonge Street, 10th Floor
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**Lawyers for the Court-Appointed Receiver, BDO Canada
Limited**

TAB 4

Court File No. ~~_____~~ CV-20-000642816-00CL

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

THE HONOURABLE ~~_____~~ MADAM) ~~WEEKDAY~~ WEDNESDAY, THE
JUSTICE ~~_____~~ DIETRICH) # 16TH DAY
)
) DAY OF ~~MONTH~~ DECEMBER, ~~20YR~~ 2020

BETWEEN:

~~BETWEEN:-~~

~~PLAINTIFF~~

~~Plaintiff~~

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ BDO Canada Limited, in its capacity as the ~~Court~~ court appointed receiver (the "Receiver") of the ~~undertaking, property and~~ assets ~~of~~ ~~[DEBTOR]~~ undertakings and properties of Custom Co-Ex Technologies Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an ~~agreement of purchase and sale~~ Asset Purchase Agreement (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~ PackRite Solutions Corp. (the "Purchaser") dated

~~[DATE]November 30, 2020~~ and appended to the Report of the Receiver dated ~~[DATE]December 3, 2020~~ (the ~~"Report"~~), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the ~~"Purchased Assets"~~), was heard this day at ~~330 University Avenue, Toronto, Ontario~~ via Zoom videoconference due to the COVID-19 Pandemic.

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

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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 substantially in the form attached as **Schedule A** hereto (the ~~"Receiver's Certificate"~~), all of the Debtor's² right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims,

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

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

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

⁴ ~~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.~~

whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] Conway dated [DATE] June 24, 2020; (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~~)⁶ 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. 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.~~

3. ~~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'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

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

⁶ ~~Select 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".~~

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.

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

5. ~~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 "B" to the Sale Agreement~~. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

6. ~~7.~~ THIS COURT ORDERS that, notwithstanding:

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

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

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.~~

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

7. ~~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.

Schedule A ~~—~~ Form of Receiver’s Certificate

Court File No. ~~_____~~ CV-20-00642816-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

~~BETWEEN:-~~

~~PLAINTIFF~~

Plaintiff

B E T W E E N

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and ~~—~~

~~DEFENDANT~~

Defendant

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~June 24, 2020, BDO Canada Limited was appointed as the receiver (the "Receiver") of the ~~undertaking, property and~~ assets of ~~[DEBTOR]~~, undertakings and properties of the Respondent (the "Debtor").
- B. Pursuant to an Order of the Court dated ~~[DATE]~~December 16, 2020, the Court approved the ~~agreement of purchase and sale~~Asset Purchase Agreement made as of ~~[DATE OF AGREEMENT]~~November 30, 2020 (the "Sale Agreement") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~PackRite Solutions Corp. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the purchased assets (as described in the Sale Agreement) (the "Purchased Assets"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; ~~and~~
3. The Transaction has been completed to the satisfaction of the Receiver; ~~and~~ and

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____
[DATE].

~~{NAME OF RECEIVER}~~ BDO CANADA LIMITED, in its capacity as ~~Receiver~~ Court-appointed receiver of all the undertaking, property and assets ~~of {DEBTOR}~~, undertakings and properties of Custom Co-Ex Technologies Inc. and not in its personal capacity and without personal or corporate liability

Per: _____

Name: Josie Parisi

Title: Senior Vice President

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

	<p><u>Court File No. CV-00642816-00CL</u></p>
	<p><u><i>ONTARIO</i></u> <u>SUPERIOR COURT OF JUSTICE</u> <u>(COMMERCIAL LIST)</u></p> <p><u>PROCEEDING COMMENCED AT</u> <u>TORONTO</u></p>
	<p><u>APPROVAL AND VESTING ORDER</u></p>
	<p><u>CHAITONS LLP</u> <u>5000 Yonge Street, 10th Floor</u> <u>Toronto, Ontario M2N 7E9</u></p> <p><u>Harvey Chaiton (LSO # 21592F)</u> <u>Tel: (416) 218-1129</u> <u>Fax: (416) 218-1849</u> <u>E-mail: harvey@chaitons.com</u></p> <p><u>Saneea Tanvir (LSO # 77838T)</u></p>

Tel: (416) 218-1128
Fax: (416) 218-1853
E-mail: stanvir@chaitons.com
Lawyers for the Court-Appointed Receiver, BDO Canada Limited

Document comparison by Workshare Compare on Monday, December 7, 2020 10:20:07 AM

Input:	
Document 1 ID	PowerDocs://DOCS/4463035/1
Description	DOCS-#4463035-v1-Model_Vesting_Order
Document 2 ID	PowerDocs://DOCS/4949687/1
Description	DOCS-#4949687-v1-CCX._Approval_and_Vesting_Order
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	121
Deletions	123
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	244

TAB 5

Court File No. CV-20-000642816-00CL

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

THE HONOURABLE MADAM)	WEDNESDAY, THE 16 TH DAY
)	
JUSTICE DIETRICH)	DAY OF DECEMBER, 2020

BETWEEN:

TRINITY PLASTICS PRODUCTS INC.

Applicant

- and -

CUSTOM CO-EX TECHNOLOGIES INC.

Respondent

**ORDER
(December 7, 2020 – General Relief)**

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as the court appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of Custom Co-Ex Technologies Inc. (the “**Debtor**”), for an order, *inter alia*:

1. approving the First Report of the Receiver dated December 3, 2020 (the “**First Report**”) and the conduct and activities of the Receiver as described in the First Report;
2. approving the Auction Agreement between Danbury Global Limited and the Receiver dated November 3, 2020;
3. approving a payout to the secured creditors of the Company, Trinity Plastics Products Inc. (“**Trinity**”) and TD Equipment Finance Canada, a division of Toronto-Dominion Bank (“**TD Bank**”);

4. authorizing the Receiver to assign the Debtor into bankruptcy and naming BDO as trustee in bankruptcy;
5. approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP (“**Chaitons**”) as described in the First Report, the Affidavit of Josie Parisi sworn December 1, 2020 and the Affidavit of Saneea Tanvir sworn December 1, 2020 (collectively, the “**Fee Affidavits**”);
6. sealing the Confidential Supplemental Report to the First Report and the appendices thereto;

was heard this day at Toronto via Zoom videoconference due to the COVID-19 Pandemic.

ON READING the First Report, the Fee Affidavits and on hearing the submissions of counsel for the Receiver and such other counsel as listed on the counsel slip:

1. **THIS COURT ORDERS** that the time for service of the Receiver’s Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the First Report and the actions and activities of the Receiver as described therein be and hereby are approved.
3. **THIS COURT ORDERS** hereby approves the Auction Agreement between Danbury Global Limited and the Receiver dated November 3, 2020.
4. **THIS COURT ORDERS** hereby approves a payout to the secured creditors of the Company, Trinity and TD Bank in the amounts set out in the First Report.
5. **THIS COURT ORDERS** that the Receiver is authorized to assign the Debtor into bankruptcy and that BDO shall act as trustee in bankruptcy.
6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its legal counsel as described in the First Report and the Fee Affidavits be and hereby are approved.

7. **THIS COURT ORDERS** the sealing of the Confidential Supplemental Report to the First Report and the appendices thereto.
-

TRINITY PLASTICS PRODUCTS INC.

-and-

CUSTOM CO-EX TECHNOLOGIES INC.

Applicant

Respondent

Court File No. CV-00642816-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(GENERAL RELIEF)**

CHAITONS LLP

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Lawyers for the Receiver, BDO Canada Limited

TRINITY PLASTICS PRODUCTS INC.

-and-

CUSTOM CO-EX TECHNOLOGIES INC.

Applicant

Respondent

Court File No. CV-00642816-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD
(RETURNABLE DECEMBER 16, 2020)**

CHAITONS LLP

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Lawyers for the Receiver, BDO Canada Limited