

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**MECHTRON INNOVATIONS INC.**

Respondent

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**MOTION RECORD  
(Returnable September 27, 2024)**

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September 17, 2024

**AIRD & BERLIS LLP**

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*Counsel for BDO Canada Limited, in its  
capacity as Receiver of Mechtron Innovations  
Inc.*

TO: SERVICE LIST

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**MECHTRON INNOVATIONS INC.**

Respondent

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# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**MECHTRON INNOVATIONS INC.**

Respondent

**NOTICE OF MOTION**

BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Mechtron Innovations Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor will make a Motion to a Judge on September 27, 2024 at 9:30 am, or as soon after that time as the Motion can be heard.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard orally via videoconference with Zoom coordinates to be provided.

**THE MOTION IS FOR:**

- (a) an order, substantially in the form of the draft Discharge Order (“**Ancillary Relief Order**”) contained at Tab 3 of this Motion Record, among other things:

- (i) approving the time for service of the Notice of Motion, Motion Record and dispensing with service on any person other than those served;
  - (ii) approving the First Report of the Receiver dated September 17, 2024 (the “**First Report**”), and the actions, conduct, and activities of the Receiver described therein;
  - (iii) approving the fees and disbursements of the Receiver and its counsel, Aird & Berlis LLP, including the estimated fees and disbursements to complete these proceedings;
  - (iv) subject to the Receiver maintaining such reserves as the Receiver deems appropriate for, *inter alia*, the administration of the receivership estate, authorizing and directing the Receiver to distribute to The Toronto-Dominion Bank the net proceeds of the receivership estate, but not to exceed the amount of its secured claim;
  - (v) authorizing the transfer of amounts to the trustee in bankruptcy of the Debtor fund the costs of the administration of the bankruptcy;
  - (vi) discharging the Receiver upon the filing of a certificate substantially in the form attached as **Schedule “A”** to the Discharge Order (the “**Receiver’s Discharge Certificate**”) certifying that the Receiver has completed all outstanding receivership matters in connection with its appointment as Receiver in these proceedings; and
- (b) such further and other relief as to this Court may seem just.

**THE GROUNDS FOR THE MOTION ARE:**

1. Capitalized terms not expressly defined herein are as defined in the First Report.
2. On the application of The Toronto-Dominion Bank (the “**Applicant**”), and pursuant to the Order of Justice Gorman dated February 9, 2024, BDO Canada Limited was appointed as the receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Mechtron Innovations Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, under section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario) (the “**CJA**”).
3. Subject to the filing by the Receiver of the Receiver’s Discharge Certificate, the administration of the receivership is complete. Accordingly, the Receiver seeks the Discharge Order discharging it effective upon the filing of the Receiver’s Discharge Certificate.

**Statutory Regime and Authorities Relied On**

4. The provisions of the BIA.
5. Rules 1.04, 2.03, 3.02, 16.08, and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
6. The inherent, statutory, and equitable jurisdiction of this Court.
7. Such further and other grounds as the lawyers may advise.

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

- (a) The First Report of the Receiver, to be filed;
- (b) Such further and other evidence as the lawyers may advise and this Court may permit.

September 17, 2024

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Counsel for BDO Canada Limited, in its  
capacity as Receiver of Mechtron Innovations  
Inc.

TO: **SERVICE LIST**

**THE TORONTO-DOMINION BANK**  
Applicant

and

**MECHTRON INNOVATIONS INC.**  
Respondent

Court File No. CV-24-00000329-0000

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
LONDON

**NOTICE OF MOTION**

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Counsel for BDO Canada Limited, in its capacity as Receiver  
of Mechtron Innovations Inc.



# TAB 2

Court File No. CV-24-00000329-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**MECHTRON INNOVATIONS INC.**

Respondent

**FIRST REPORT OF BDO CANADA LIMITED,  
IN ITS CAPACITY AS RECEIVER**

**September 17, 2024**

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Certificate of Assignment dated January 25, 2024	<b>A</b>
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Affidavit of Josephine Parisi, dated September 17, 2024	<b>C</b>
Affidavit of Kyle Plunkett dated September 16, 2024	<b>D</b>

## INTRODUCTION AND PURPOSE OF THIS REPORT

### Introduction

1. Mechtron Innovations Inc. (the “**Debtor**” or “**Mechtron**”) is a corporation incorporated on May 6, 1998, pursuant to the laws of the Province of Ontario, with its registered office located in the City of Cambridge, in the Province of Ontario. The Debtor operated as a manufacturer and assembler of exhaust systems components from premises located at 200 Sheldon Drive, Cambridge, Ontario (the “**Premises**”). Mechtron ceased operations as a result of the Debtor’s largest client, Tenneco Automotive (“**Tenneco**”), terminating its business relationship with the Debtor in late October 2023. Tenneco represented the bulk of the Debtor’s total sales. As a result, the Debtor determined that its business was no longer viable and started the process to wind down its operations.
2. On November 10, 2023, Mechtron filed a notice of intention to file a proposal (the “**NOI**”) under subsection 50.4(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”). BDO Canada Limited (“**BDO**”) was named as the trustee in the proposal of Mechtron. By way of court order dated December 8, 2023, the time for filing a proposal was extended to January 24, 2024. The Debtor did not file a proposal and as a result, was deemed bankruptcy on January 25, 2024 (the “**Date of Bankruptcy**”). A copy of the Certificate of Assignment (Form 35) is attached hereto as **Appendix “A”**.
3. On February 9, 2024, BDO was appointed as receiver (in such capacity, the “**Receiver**”) of all the assets, properties, and undertakings (collectively, the “**Property**”) of Mechtron, pursuant to an order (the “**Receivership Order**”) of the Honourable Justice K.A. Gorman of the Ontario Superior Court of Justice (the “**Court**”). A copy of the Receivership Order is attached hereto as **Appendix “B”**.

### Purpose

4. The purpose of this first report of the Receiver (the “**First Report**”) is to:
  - (a) Provide this Court with certain information pertaining to the receivership, including:
    - (i) the activities of the Receiver since its appointment on February 9, 2024 (the “**Date of Appointment**”);
    - (ii) an update on the completion of the auction of the Company’s equipment and inventory;
    - (iii) the Receiver’s fees and disbursements and those of the Receiver’s legal counsel, Aird & Berlis LLP (“**A&B**”);
    - (iv) the Receiver’s interim statement of receipts and disbursements from the Date of Appointment to September 13, 2024;

- (v) the Receiver's estimate of accrued and unpaid obligations as of the date of this First Report (together, the "**Accrued Obligations**"); and
  - (vi) the Receiver's estimate of the remaining administrative and operational costs and professional fees required to complete these receivership proceedings (the "**Remaining Costs**" and collectively with the Accrued Liabilities, the "**Outstanding Disbursements**").
- (b) Recommend that this Court make an order(s):
- (i) approving this First Report, including the actions and activities of the Receiver set out herein;
  - (ii) approving the Receiver's interim statement of receipts and disbursements from the Date of Appointment to September 13, 2024;
  - (iii) authorizing and directing the Receiver to make a distribution to Toronto-Dominion Bank ("**TD**") in the amount of \$464,347.03 in respect of its secured claim against the Property;
  - (iv) authorizing the Receiver to make such subsequent distributions to TD as the Receiver determines appropriate, without further order of this Court, provided the aggregate distributions to TD do not exceed the amount of its secured claim against the Property, including all interest and costs, with the Receiver maintaining sufficient reserves to satisfy the Outstanding Disbursements;
  - (v) approving the professional fees of the Receiver and A&B, including the fees accruals to complete the administration of the receivership; and
  - (vi) discharging the Receiver upon completion of the Remaining Matters (as hereinafter defined) and terminating the Receiver's Charge, as provided for in the Receivership Order, subject to the Receiver filing a discharge certificate (the "**Certificate of Discharge**") confirming the same with the Court.

## Disclaimer

5. BDO has relied upon the financial records and financial statements of Mechtron, as well as other information supplied by management, accountants, auditors and financial advisors to Mechtron. Our procedures and inquiries did not constitute an audit or review engagement. BDO assumes no responsibility or liability for loss or damage occasioned by any party as a result of the circulation, publication, re-production or use of the First Report. Any use which any party, other than the Court, makes of this First Report or any reliance on or a decision made based upon it is the responsibility of such party.
6. Capitalized terms not defined in this report are as defined in the pre-filing report of BDO dated January 31, 2024 (the “**Pre-filing Report**”) filed in support of TD’s application to appoint a Receiver over Mechtron’s Property. This First Report should be read in conjunction with the Pre-filing Report as certain information contained in the Pre-filing Report has not been included herein in order to avoid unnecessary duplication.
7. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

## ACTIVITIES OF THE RECEIVER

### Receiver’s Activities since the Date of Appointment

8. Since the Date of Appointment, the Receiver has performed the following activities:
  - (a) prior to the Date of Bankruptcy, Mechtron had ceased operations and all employees (the “**Former Employees**”) were terminated. Prior to the Date of Appointment, BDO, in its capacity as Trustee, secured all of the Property located at the Premises and took control of the Debtor’s available books and records;
  - (b) the Company maintained bank accounts with TD. The Receiver notified TD of the receivership appointment, requested that the Company’s bank accounts be changed to deposit only, and opened a new bank account in the name of the Receiver;
  - (c) mailed the notice and statement of Receiver pursuant to section 245(1) and 246(1) of the BIA to the Office of Superintendent of Bankruptcy (the “**OSB**”);
  - (d) contacted Canada Revenue Agency (“**CRA**”) to set up a new Harmonized Sales Tax (“**HST**”) account in the name of the Receiver, as well as arranged for and facilitated a trust examination of the Debtor’s HST and source deduction accounts;

- (e) engaged one of the Former Employees, on a term and task basis, as an independent contractor to assist with a review and compilation of the Company's books and records, and took electronic back-ups of reports from its accounting system;
- (f) administered the claims of Former Employees pursuant to the *Wage Earner Protection Program Act* ("**WEPPA**");
- (g) coordinated the completion of records of employment for the Former Employees;
- (h) obtained an insurance policy over the Company's assets;
- (i) made efforts to collect the Company's accounts receivables ("**AR**"), as well as filed a claim with Export Development Canada ("**EDC**") with respect to the unpaid AR;
- (j) engaged in protracted discussions with Tenneco and its counsel related to collecting the outstanding Tenneco AR;
- (k) responded to calls and enquiries from the Company's creditors, including Former Employees, suppliers, and other stakeholders;
- (l) entered into a liquidation services agreement with the liquidator, as discussed in the Pre-Filing Report, and assisted to facilitate the completion of the auction;
- (m) communicated with TD and its counsel in connection with various aspects of the receivership, including estimated realizations anticipated under their security position; and
- (n) prepared this First Report.

#### **ASSETS IN THE RECEIVER'S POSSESSION**

9. The Property primarily consists of cash, AR, inventory, equipment, and a Scientific Research and Experimental Development ("**SR&ED**") tax credit.

#### **Cash**

10. At the Date of Appointment, the Company had \$4,804.24 in cash in its TD bank accounts, which was remitted to the Receiver.

#### **Accounts Receivable**

11. The Company's books and records had an AR balance of \$699,814.16 USD owing from the Company's primary customer, Tenneco.

12. The Receiver, together with its counsel, made significant efforts to collect the AR from Tenneco, but no payments were made by Tenneco. Tenneco has asserted its contractual right of set-off under their underlying supply agreement.
13. The Receiver subsequently filed a claim with EDC with respect to the unpaid AR. EDC has advised the Receiver that a claim is not payable under the Company's EDC policy if there is a dispute between the Company and Tenneco. The Receiver is still in the process of clarifying EDC's position with respect to the claim.

### **Inventory and Equipment**

14. The Company's Property also consisted of various machinery, equipment, and stainless steel inventory that was located the Premises.
15. The Receiver entered into a liquidation agreement (the "**Liquidation Agreement**") with Infinity Asset Solutions Inc. (the "**Liquidator**") on March 22, 2024, with respect to the equipment and inventory.
16. The Liquidation Agreement provided the Receiver with a minimum monetary recovery of \$569,000 (the "**Net Minimum Guarantee**"). The next \$85,000 beyond the Net Minimum Guarantee was to be retained by the Liquidator for its expenses, and any sales above \$654,000 was to be split 85%/15% in favour of the Receiver.
17. The auction concluded on May 22, 2024. Net proceeds received with respect to the auction totaled \$583,778.10.
18. The Debtor also leased a warehouse in Mexico where certain equipment was located (the "**Mexican Warehouse**"). The Debtor abandoned its interest in the assets located in the Mexican Warehouse as the arrears due to the landlord made it unfeasible to move those assets or sell them from the Mexican Warehouse.

### **SR&ED Tax Credit**

19. A SR&ED tax credit in the amount of \$99,871.87 was paid by CRA. The amount was off-set by approximately \$20,000 relating to customs arrears owing to CRA.

### **CREDITORS**

#### **Secured Claims**

20. TD's security over the Property of the Company is secured by a general security agreement. As at the date of this report, the indebtedness owing to TD was \$2,585,142.75.



21. The Receiver has obtained an independent legal opinion on TD's security (the "**TD Security Opinion**") from the Receiver's counsel, A&B, who subject to the normal assumptions and qualifications, concluded that the TD security is valid and enforceable in accordance with its terms<sup>1</sup>.
22. In addition, A&B has advised the Receiver of the following priority arrangements entered into by TD and certain of the Company's other secured creditors:
  - (a) A priority agreement, dated July 10, 2015, between Business Development Bank of Canada ("**BDC**"), TD, and the Company (the "**2015 Priority Agreement**") is missing the schedule which sets out the equipment that TD would have priority over;
  - (b) An intercreditor agreement, dated July 16, 2020, between TD, EDC, and the Company is missing an exhibit which would have described in full the collateral over the assets at the Mexican Warehouse; and
  - (c) An agreement executed by BDC, TD, and the Company from June 2020 (the "**2020 BDC-TD Agreement**") provides for different priorities than the 2015 Priority Agreement signed by the same parties. The 2020 BDC-TD Agreement provides that TD has priority over all of Mechtron's present and after-acquired property, to the extent of outstanding debt plus interest.
23. A&B has concluded that given all parties, including TD and BDC, signed the 2020 BDC-TD Agreement, the parties have operated under the understanding that BDC holds the subordinate security position behind TD.
24. In the circumstances, TD will suffer a significant shortfall and no funds will be available for distribution to BDC.

### **Priority Claims**

25. The priority claims in respect of the Property are comprised of:
  - (a) The Receiver's Charge;
  - (b) Deemed trust claims; and
  - (c) Statutory claims pursuant to the BIA (the "**BIA Claims**").

#### The Receiver's Charge:

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<sup>1</sup> A copy of the security opinion in respect of TD's security is available to the Court upon request.

26. Paragraph 19 of the Receivership Order provided a first priority charge on the Property for the Receiver's fees and costs and those of the Receiver's Counsel in priority to all other security interest, trusts, liens, charges and encumbrances.

Deemed Trust Claims:

27. CRA completed a trust examination of the Company's HST and source deduction accounts. CRA identified a deemed trust claim relating to source deductions in the amount of \$450.38.

BIA Claims:

28. As the Former Employees were only owed termination pay, the Receiver is of the view that the Former Employees do not have a secured claim pursuant to section 81.4 of the BIA. However, as the Receiver is in the process of administering the WEPPA claims process, confirmation has not yet been received from Service Canada that there are no remaining secured WEPPA claims.

**Unsecured Claims**

29. The Receiver understands that the Company had unsecured trade payables and accrued liabilities owing of approximately \$2.926 million as at the Date of Appointment.
30. Given TD Bank will incur a significant shortfall on its indebtedness, and the balance of the secured creditors will receive no distribution, there will be no amounts available for unsecured creditors.

**PROFESSIONAL FEES**

31. Paragraph 19 of the Receivership Order provided a first priority charge on the Property for the Receiver's fees and costs and those of the Receiver's counsel both before and after making of the Receivership Order in priority to all other security interests, trusts, liens, charges and encumbrances.
32. The Receiver and the Receiver's counsel have maintained detailed records of their professional time and disbursements since the Date of Appointment.

33. The Receiver's professional fees incurred for services rendered from January 25, 2024 to August 31, 2024 amount to \$87,277.50, plus disbursements in the amount of \$280.30 and sales taxes of \$11,382.51 for a total of \$98,940.31. These amounts represent professional fees and disbursements not yet approved by the Court. Additionally, the Receiver estimates an accrual of not more than \$12,430.00, inclusive of applicable taxes, to complete its administration to the filing of its Discharge Certificate. The time spent by the Receiver's professionals, as well as the above accrual, is detailed in the affidavit of Josephine Parisi dated September 17, 2024, and is attached hereto as **Appendix "C"**. The Receiver is requesting that the Court approve its total fees and disbursements, inclusive of the fee accrual and applicable taxes, in the amount of \$111,370.31.
34. The fees of the Receiver's counsel, A&B, for services rendered from January 19, 2024 to August 31, 2024 amount to \$45,206.50, plus disbursements in the amount of \$1,223.67 and sales taxes of \$6,019.31 for a total of \$52,449.48. These amounts represent professional fees and disbursements not yet approved by the Court. Additionally, A&B estimates an accrual of not more than \$10,000.00, exclusive of taxes and disbursements, to complete its administration to the filing of its Discharge Certificate. The time spent by A&B's professionals, as well as the above accrual, is detailed in the affidavit of Kyle Plunkett dated September 16, 2024, and is hereto attached as **Appendix "D"**. The Receiver is requesting that the Court approve the Receiver's counsel's total fees and disbursements, inclusive of the fee accrual and applicable taxes, in the amount of in the amount of \$63,749.48.
35. The Receiver has reviewed A&B's accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable given the circumstances.

#### **RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS**

36. The Receiver's interim statement of receipts and disbursements for the period for the period from the Date of Appointment to September 13, 2024 (the "**Interim R&D**") is summarized in the chart below.

<b>Mechtron Innovations Inc.</b>	
<b>Interim Statement of Receipts and Disbursements</b>	
<b>For the Period of February 9, 2024 to September 13, 2024</b>	
<b>Receipts:</b>	
Sale of assets	\$ 586,778.10
SR&ED refund	99,871.87
Employee benefits refund	18,921.25
Interest earned	7,129.82
Cash in bank	4,804.24
Miscellaneous refunds	1,933.60
HST refunds	947.70
<b>Total Receipts</b>	<b>720,386.58</b>
<b>Disbursements:</b>	
Legal fees	45,726.17
Transfer to bankruptcy estate	21,604.95
Computer services	12,150.00
HST paid	7,507.29
Insurance	6,596.64
Independent contractor	1,765.09
Deemed trust - source deductions	450.38
Filing fees	75.30
Payroll service cost	30.00
Bank charges	22.00
<b>Total Disbursements</b>	<b>95,927.82</b>
<b>Excess Receipts over Disbursements</b>	<b>\$ 624,458.76</b>

37. Total receipts over the period were \$720,386.58, the majority of which relate to the net proceeds received in relation to the sale of assets.
38. Total disbursements over the same period were \$95,927.82, the majority of which relate to Receiver's legal counsel's fees and operational costs, including payments to the independent contractor required to assist in the administration of the receivership proceedings, insurance, and computer services.

<b>Mechtron Innovations Inc. Outstanding Disbursements and Proposed Interim Distribution As at September 13, 2024</b>	
<b>Excess Receipts over Disbursements</b>	<b>\$ 624,458.76</b>
<b>Less: Accrued Obligations</b>	
Receiver's fees and disbursements - to August 31, 2024	98,940.31
Funding of bankruptcy	33,900.00
Computer services	2,745.90
Receiver's legal counsel's fees and disbursements - to August 31, 2024	795.52
<b>Total Accrued Obligations</b>	<b>136,381.73</b>
<b>Less: Remaining Costs</b>	
Receiver's fees and disbursements - to complete receivership	12,430.00
Receiver's legal counsel's fees and disbursements - to complete receivership	11,300.00
<b>Total Remaining Costs</b>	<b>23,730.00</b>
<b>Excess Receipts over Disbursements after Accrued Obligations and Remaining Costs</b>	<b>464,347.03</b>
<b>Total Proposed Interim Distribution to TD Bank</b>	<b>\$ 464,347.03</b>

39. As detailed in the chart above, the Receiver estimates there is approximately \$136,381.73 in Accrued Obligations incurred up to the date of this First Report as part of these receivership proceedings, relating primarily to the Receiver's fees and disbursements up to August 31, 2024, and funding for the Company's bankruptcy. TD has allowed the Trustee its reasonable fees and disbursements for the bankruptcy administration, and accordingly the Receiver has transferred to the Trustee sufficient to cover the cover the cost of the bankruptcy administration.
40. In addition to the Accrued Obligations, the Receiver estimates there will be Remaining Costs in the amount of approximately \$23,730.00, related to:
- (a) Accrual of \$12,430.00 for the fees and disbursements of the Receiver to complete the administration of the receivership; and
  - (b) Accrual of \$11,300.00 for the fees and disbursements of the Receiver's Counsel, A&B, to complete the administration of the receivership.

**PROPOSED DISTRIBUTION TO TD**

41. Prior to completing any distribution to the secured creditors, the Receiver will be paying the Accrued Obligations and establishing the reserves for the Remaining Obligations as set out above.
42. Subject to this Court's approval, the Receiver recommends that it make a distribution to TD in the sum of \$464,347.03 (the "**TD Interim Distribution**") as outlined in the previous chart.

43. Other than the claims described above (Deemed Trust Claims, BIA Claims, and charges under the Receivership Order), the Receiver is not aware of any security interests, liens, charges, encumbrances, or other rights of third parties that would have priority over TD's security, with respect to the Property or the proceeds therefrom.
44. Upon completion of the Remaining Matters (as hereinafter defined), the Receiver proposes to distribute any residual amounts remaining in its possession, or subsequently collected by the Receiver, to TD on account of the outstanding secured indebtedness owing by the Company to TD without further order of this Court. As at the date of this First Report, the Receiver anticipates no further material proceeds other than the refund of the Receiver's post-filing HST amounts, if any.
45. The Receiver respectfully requests that the Court authorize the TD Interim Distribution and such subsequent distributions to TD as the Receiver determines are appropriate.

#### **REMAINING MATTERS TO BE COMPLETED IN THESE PROCEEDINGS**

46. If the Court grants the order requested herein, the Receiver will have completed its duties, statutory or otherwise, except for the following (the "**Remaining Matters**"):
  - (a) Processing and paying the Accrued Obligations;
  - (b) Paying the TD Interim Distribution and the distribution of any residual amounts to TD;
  - (c) Pursuing any potential recovery relating to the Company's policy with EDC;
  - (d) Pursuing the potential recovery of any unclaimed HST paid during these proceedings;
  - (e) Attending to other administrative matters incidental to these proceedings such as filing the Receiver's report pursuant to sections 246(2) and 246(3) of the BIA as applicable;  
and
  - (f) Filing the Certificate of Discharge, as defined below.
47. Upon the completion of the Remaining Matters, the Receiver will have realized on the Property and completed its statutory duties as well as those duties set out in the Receivership Order or subsequent orders of this Court. Accordingly, the Receiver is of the view that it is appropriate to seek an order of the Court discharging and releasing the Receiver upon the filing of a certificate (the "**Certificate of Discharge**") with this Court certifying that all of the Remaining Matters have been completed.

**RECOMMENDATIONS**

48. To the best of the Receiver's knowledge and belief, all duties of the Receiver, as set out in the Receivership Order and subsequent orders of this Court, will be completed upon completion of the Remaining Matters.
49. Based on the foregoing, the Receiver respectfully recommends that the Court issue the orders set out in paragraph 7(b) above.

All of which is respectfully submitted this 17<sup>th</sup> day of September, 2024.

**BDO CANADA LIMITED**

in its capacity as Court-appointed Receiver of  
Mechtron Innovations Inc.  
and not in its personal or corporate capacity

Per:



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

61782993.2

# **APPENDIX A**





Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 08 - Waterloo  
Court No.: 35-3008888  
Estate No.: 35-3008888

In the Matter of the Bankruptcy of:

**Mechtron Innovations Inc.**

Debtor

**BDO CANADA LIMITED / BDO CANADA LIMITÉE**

Licensed Insolvency Trustee

Ordinary Administration

---

Date of bankruptcy:	January 25, 2024	Security:	\$0.00
Meeting of creditors:	February 13, 2024, 10:00 Telephone:1(833) 215-3238 ID: 440 548 303 -, Ontario Canada,		
Chair:	Trustee	Designated person:	Raymond Finnie

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CERTIFICATE OF ASSIGNMENT - Paragraph 50.4(8)(b.1) of the Act

-- AMENDED --

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

- a notice of intention in respect of the aforementioned debtor was filed under section 50.4 of the *Bankruptcy and Insolvency Act*;
- the debtor has failed to file a cash-flow statement or a proposal within the provided period following the filing of the notice of intention or within any Court-granted extension and is thereupon deemed to have made an assignment.

The said trustee is required:

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

Date: February 01, 2024

E-File/Dépôt Electronique

Official Receiver

Federal Building - London, 451 Talbot Street, Suite 303, London, Ontario, Canada, N6A5C9, (877)376-9902

**Canada**



# **APPENDIX B**



Court File No. CV-24-00000329-0000

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) FRIDAY, THE 9<sup>th</sup>  
 )  
JUSTICE K.A. GORMAN ) DAY OF FEBRUARY, 2024

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**MECHTRON INNOVATIONS INC.**

Respondent

**ORDER**  
**(appointing Receiver)**

**THIS APPLICATION** made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Limited as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Mechtron Innovations Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference via Zoom at 80 Dundas Street, London, Ontario.

**ON READING** the affidavit of Daryl Coelho sworn January 29, 2024 and the Exhibits thereto and the First Report of BDO Canada Limited ("**BDO**") in its capacity as Proposed Receiver dated January 31, 2024 (the "**First Report**"), and on hearing the submissions of counsel for the Applicant, no one else appearing although duly served as appears from the affidavits of service of

Emma Benway sworn January 30, 2024 and January 31, 2024 and on reading the consent of BDO to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

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

### **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

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

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals, or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture, or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.
- (s) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

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



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

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with

leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

#### **NO INTERFERENCE WITH THE RECEIVER**

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

#### **CONTINUATION OF SERVICES**

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

other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

### **PIPEDA AND ANTI-SPAM LEGISLATION**

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

provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

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

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross

negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

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

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

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

### **FUNDING OF THE RECEIVERSHIP**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this

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

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

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

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

#### **SERVICE AND NOTICE**

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at [https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part III The E-Service List](https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part%20III%20The%20E-Service%20List) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mechtron-innovations-inc-receivership>>’.

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

#### **GENERAL**

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. **THIS COURT ORDERS** that the Receiver is permitted to act as a trustee in bankruptcy of the Debtor.

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

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

A handwritten signature in blue ink that reads "Kelly A. Gowen". The signature is written in a cursive style and is positioned above a horizontal line.

---

Justice, Ontario Superior Court of Justice



**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

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

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BDO Canada Limited**, solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

THE TORONTO-DOMINION BANK

v.

MECHTRON INNOVATIONS INC.

Applicant

Respondent

Court File No. CV-24-00000329-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
LONDON, ONTARIO

**ORDER**

**HARRISON PENZA LLP**

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

**Timothy C. Hogan (LSO #36553S)**  
**Melinda Vine (LSO #53612R)**

Tel : (519) 679-9660  
Fax: (519) 667-3362  
Email: [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)  
[mvine@harrisonpensa.com](mailto:mvine@harrisonpensa.com)

Lawyers for the Applicant,  
The Toronto-Dominion Bank

# **APPENDIX C**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**MECHTRON INNOVATIONS INC.**

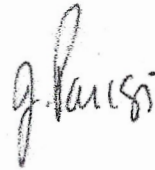
Respondent

**AFFIDAVIT OF JOSEPHINE PARISI  
(Sworn September 17, 2024)**

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

1. I am a Partner and Senior Vice President of BDO Canada Limited ("**BDO**"), the court appointed receiver and manager (the "**Receiver**") of Mechtron Innovations Inc. ("**Mechtron**") and as such have knowledge of the matters referred to herein.
2. By Order of the Honourable Justice K.A. Gorman, dated February 9, 2024 (the "**Order**"), BDO was appointed as Receiver of all of the assets, undertaking and properties of Mechtron.
3. Pursuant to the Order, the Receiver has provided services and incurred disbursements which are particularly described in the detailed account attached hereto and marked as **Exhibit "A"**, which is a true copy of the account rendered for the below noted period by BDO in its capacity as Receiver.
4. The Receiver requests that the Court approve its fees in the amount of \$87,277.50 and disbursements in the amount of \$280.30, plus sales taxes of \$11,382.51 for a total of \$98,940.31 for the period from January 25, 2024 to August 31, 2024, for the services set out in **Exhibit "A"**.

5. The Receiver also requests that the Court approve future professional fees estimated at up to \$11,000.00 plus HST of \$1,430.00 for a total of \$12,430.00, which may be incurred by the Receiver to complete its mandate and obtain a discharge.
6. I consider the amounts disclosed for BDO's fees and expenses to be fair and reasonable.
7. 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 17<sup>th</sup> day )  
of September, 2024 )

\_\_\_\_\_  
Josephine Parisi, CPA, CBV, CIRP, LIT

  
\_\_\_\_\_  
Commissioner for taking affidavits, etc.

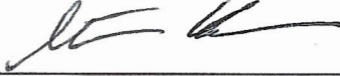
**Stephanie Anne Burrowes, a Commissioner,  
etc., Province of Ontario, for BDO Canada  
Limited.**

**Expires November 21, 2025.**

**This is Exhibit "A" Referred to in the affidavit of**

**JOSEPHINE PARISI**

**Sworn before me this 17<sup>th</sup> day of September, 2024**



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**A COMMISSIONER FOR TAKING AFFIDAVITS**

**Stephanie Anne Burrowes, a Commissioner,  
etc., Province of Ontario, for BDO Canada  
Limited.**

**Expires November 21, 2025.**



Tel: 416 865 0210  
 Fax: 416 865 0904  
 www.bdo.ca

BDO Canada Limited  
 20 Wellington Street E., Suite 500  
 Toronto ON M5E 1C5 Canada

**INVOICE**

**Mechtron Innovations Inc.**  
 c/o BDO Canada Limited  
 20 Wellington Street, E, Suite 500  
 Toronto, ON M5E 1C5

**Date**

September 16, 2024

**Invoice No.**

CINV3084628

**Re Mechtron Innovations Inc. - Receivership**

**FOR PROFESSIONAL SERVICES RENDERED** in connection with our Receivership Engagement for the period from January 25, 2024 to August 31, 2024 as per the details below.

For Professional Services	\$ 87,277.50
Disbursements: Travel	280.30
Sub Total	<u>87,557.80</u>
HST - 13.0% (#R101518124)	11,382.51
<b>Total Due</b>	<b><u>\$ 98,940.31</u></b>

<b>Summary of Time Charges:</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
J. Parisi, Partner	26.1	595.00	15,529.50
M. Basso, Partner	0.4	595.00	238.00
P. Naumis, Sr. Manager	0.2	495.00	99.00
N. Sagolili, Sr. Manager	87.8	495.00	43,461.00
K. Sae-Chua, Sr. Analyst	81.0	250.00	20,250.00
T. Montesano, Analyst	35.8	200.00	7,160.00
J. Hue, Analyst	2.1	200.00	420.00
M. Head, Admin	0.6	150.00	90.00
G. Arenas, Admin	0.2	150.00	30.00
<b>TOTAL</b>	<u><b>234.2</b></u>		<u><b>\$87,277.50</b></u>





Staff	Date	Comments	Hours
J. Parisi	25-Jan-24	Review affidavit. Review various other information from Harrison Pensa. Prepare Receiver's preliminary report.	0.7
J. Parisi	26-Jan-24	Review Coehlo affidavit and provide comments. Review letter from Tenneco and provide comments to counsel and TD.	2.1
T. Montesano	26-Jan-24	Send request to IT to create extranet site.	0.4
J. Parisi	27-Jan-24	Prepare pre-filing report and confidential supplement.	1.7
J. Parisi	28-Jan-24	Call with J. Bowman regarding information needed by Receiver.	0.7
J. Parisi	29-Jan-24	Call with M. Owens to discuss tooling. Call with J. Sugar to discuss Workingman's proposal.	0.7
J. Parisi	30-Jan-24	Call with TD regarding Tenneco letter. Update court report.	1.4
N. Sagolili	31-Jan-24	Review of pre-filing report and application record, and receipt and review of related e-mails.	0.5
J. Parisi	31-Jan-24	Finalize report.	0.5
M. Basso	31-Jan-24	Review proposed receiver's pre-filing report and correspondence to J. Parisi on same.	0.4
J. Parisi	1-Feb-24	Various correspondence and discussions with M. Owen re: payroll and insurance. Review various correspondence from Miller Canfield re: same. Correspondence with N. Sagolili re: EDC, inventory and bid proposals.	0.7
J. Parisi	2-Feb-24	Review various e-mails from company regarding payroll. Review revised proposals. Correspondence with Davies re: Tenneco. Discussions with K. Plunkett.	0.9
T. Montesano	7-Feb-24	Review WEPP information for salaried employees. Update WEPP schedule. Call with J. Hue re: mail merge.	1.5
J. Hue	8-Feb-24	Update WEPP schedule with salary employees and prepare the mail merge of the WEPP proof of claim.	0.5
T. Montesano	8-Feb-24	Draft letter request to open RT0002 account. Draft letter to provide online access upload same to represent a client.	0.6
T. Montesano	8-Feb-24	Finalize WEPP calculation, and send same to N. Sagolili, and call with K. Sae-Chua to discuss same. Discuss opening of RT0002 account. Online access and requesting trust exam with K. Sae-Chua.	0.5
K. Sae-Chua	9-Feb-24	Correspondence with T. Montesano re: CRA and WEPP updates, and next steps. Correspondence with N. Sagolili re: analysis of 30-day goods claim. Analyze and document 30-day goods for supplier claim.	4.4
N. Sagolili	9-Feb-24	Discussions with J. Parisi and e-mails from/to legal counsel re: 30-day goods claim. Receipt and review of documentation from Cleveland-Cliffs. Preparation of 30-day goods claim analysis, and instructions to K. Sae-Chua re: same. Phone calls with and e-mails from/to TD re: bank accounts. Phone call from EDC re: insurance. Coordinate site visit at premises. E-mail from insurance broker. E-mails re: Mexico assets.	3.4
J. Parisi	9-Feb-24	Attend court appearance for receivership motion.	0.4



Staff	Date	Comments	Hours
J. Parisi	10-Feb-24	Review offer from Tenneco. Draft e-mail to TD to provide update. Review correspondence from Mexican landlord regarding their claim.	0.8
J. Parisi	12-Feb-24	Call with N. Sagolili re: inventory identification at Mechtron.	0.4
N. Sagolili	12-Feb-24	Attend premises to review inventory on-hand. Document and update 30-day goods analysis. Discussions with P. Drohan re: inventory. Discussions with J. Parisi. Follow-up e-mail to Purem re: tools. E-mail to Cleaveland-Cliffs re: 30-day goods claim.	5.5
K. Sae-Chua	12-Feb-24	Site visit re: count and assessment of 30-day goods claim from Cleveland-Cliffs. Assess and update 30-day goods spreadsheet. Correspondence with N. Sagolili re: findings and next steps and consolidate and summarize findings.	6.9
N. Sagolili	13-Feb-24	E-mails from/to Cleveland-Cliffs re: documentation required to review 30-day goods claim. Review of 30-day goods claim analysis. Call with TD Bank and legal counsel. Receipt and review of various financial information from J. Bowman. Receipt of supporting documentation from J. Bowman and upload to portal. Review and revise Receiver's Notice and Statement.	2.5
T. Montesano	13-Feb-24	Access Service Canada WEPPA and create Trustee Information Forms for 116 employees.	3.5
J. Parisi	13-Feb-24	Call with TD, Hogan and Plunkett to discuss 30-day goods issue and Tenneco offer.	0.7
J. Hue	13-Feb-24	Telephone call with T. Montesano re: the receivership case website and posting documents.	0.2
K. Sae-Chua	13-Feb-24	Upload photos with descriptions re: first site visit. Collect information for Receiver's Notice. Send follow up e-mails re: lessors of leased equipment. Draft Receiver Notice and Schedule A.	3.2
J. Hue	14-Feb-24	Prepare the employee label mail merge for the mailing of the WEPP claim.	0.6
N. Sagolili	14-Feb-24	Review and revise Receiver's Notice and Statement. Follow-up e-mail to insurance broker. E-mails from M. Owens re: insurance. E-mails from/to FCA Insurance. Meeting with J. Parisi and K. Sae-Chua re: outstanding matters. Update list of information requests. Receipt and review of inventory reports. Phone call with liquidator. Obtain access to EDC insurance portal. Various instructions to K. Sae-Chua. Phone call with Purem Novi re: customer tools. E-mail to legal counsel. Respond to e-mail from WH Lubricants re: goods delivered.	4.9
T. Montesano	14-Feb-24	Prepare balance of WEPP proof of claims. Enter balance of proof of claim into Service Canada website. Print proof of claims and TIF for the 166 employees.	1.3
K. Sae-Chua	14-Feb-24	Revise Receiver's Notice and Statement draft per comments from N. Sagolili. Update planning checklist. Meeting with J. Parisi and N. Sagolili re: updates. Send e-mail to J. Hue re: website update. Correspondence with M. Marchand, J. Parisi, and T. Montesano re: opening of bank account. E-mail correspondence with P. Drohan and DLL re: arrangements for the return of the leased asset.	2.8



Staff	Date	Comments	Hours
J. Parisi	15-Feb-24	Review e-mail from Tenneco's counsel regarding the inventory and provide a response to K. Plunkett.	0.2
K. Sae-Chua	15-Feb-24	Review e-mails re: updates on receivership updates. Coordinate the completion of TD bank form. Correspondence with T. Montesano re: updates. Revise Schedule A for Receiver's Notice and Statement.	1.2
T. Montesano	16-Feb-24	Upload Receiver's Notice to the OSB.	0.3
K. Sae-Chua	16-Feb-24	Revise Receiver's Notice and Statement re: review comments from N. Sagolili and J. Parisi. Correspondence with T. Montesano re: filing of Receiver's Notice and Statement and Receivership Order. E-mail correspondence with TD re: opening of bank account. Review BDC proof of claim asset listing against Infinity Asset Solutions' asset listing. Correspondence with J. Parisi re: updates. Send follow up - mail to M. Owen re: asset listing inquiry.	3.6
J. Parisi	20-Feb-24	Correspondence with BDC regarding intercreditor agreement. Review of intercreditor agreement. Correspondence with legal counsel re: same. Review 30-day goods analysis with K. Sae-Chua. Correspondence with K. Plunkett re: same.	1.3
K. Sae-Chua	20-Feb-24	Review and analyze tag listing from Cleveland-Cliffs and compare against tag photos, and correspondence with J. Parisi re: same. Review e-mail from TD. Draft release letter to DLL for review, and e-mail DLL re: same.	3.4
J. Parisi	21-Feb-24	Review 30-day goods spreadsheet and prepare communication to Cleveland-Cliffs, and discussions with K. Sae-Chua re: same.	0.6
T. Montesano	21-Feb-24	Bind and mail out WEPP packages to former employees. Enter and admit proof of claims.	1.7
K. Sae-Chua	21-Feb-24	Coordinate update of website with T. Montesano and J. Hue. Correspondence with T. Montesano re: updates on CRA. Review e-mail updates from TD and the Company. Coordinate insurance. Complete other receivership administration tasks. Submit EDC claim re: Tenneco AR.	6.4
J. Parisi	22-Feb-24	Correspondence with Cleveland-Cliffs regarding arrangements for pick up of 30-day goods.	0.3
K. Sae-Chua	22-Feb-24	Correspondence with Lawrie Insurance Group re: property insurance quote application. Correspondence with Waste Connections.	2.1
J. Parisi	23-Feb-24	Review demand for 3rd party goods from Tenneco and discussions with legal counsel re: same.	0.3
K. Sae-Chua	23-Feb-24	Review e-mail and attachments re: HST. Update receivership planning checklist.	0.2
J. Parisi	24-Feb-24	Various correspondence with J. Bowman re: HST filings.	0.4
T. Montesano	26-Feb-24	Receive review and enter WEPP proof of claims. Access Service Canada site. Correspond with WEPP claimants.	1.2
J. Parisi	26-Feb-24	Correspondence with M. Owens regarding tooling list that Tenneco was claiming as owned. Call re: insurance. Update e-mail to TD.	0.7



Staff	Date	Comments	Hours
K. Sae-Chua	27-Feb-24	Follow up re: insurance. Call with CRA. Complete additional building/construction details form for Lawrie Insurance. Correspondence with T. Montesano re: updates on CRA and other matters.	1.6
T. Montesano	28-Feb-24	Receive and enter WEPPA proof of claims. Correspond with WEPPA claimants re: start dates. Calculation of term and severance. Revise proof of claim.	1
J. Parisi	28-Feb-24	Correspondence with staff re: insurance, HST, and inventory. Follow up with Cleveland-Cliffs re: inventory.	0.7
J. Hue	29-Feb-24	WEPP claim administration and telephone call with former employee. Mailing WEPP package to employee to correct address. WEPP admin.	0.6
T. Montesano	29-Feb-24	Receive WEPP proof of claim. Access and enter into Service Canada site. Correspond with WEPP claimants. Discuss calculation of termination and severance with claimant, and review of employment contract.	1
J. Parisi	29-Feb-24	Review e-mail from Tenneco's counsel and provide responses to legal counsel.	0.4
N. Sagolili	29-Feb-24	Receipt and review of Corporate Income Tax Assessment. E-mails re: pre-bankruptcy HST returns. E-mails re: Receiver's Notice and Statement, and receivership certificate. E-mails from liquidator. E-mails from De Lage Landen re: leased equipment. Review of security opinion. Correspondence from EDC re: Tenneco AR. Review of property claim from Tenneco. Receipt and review of payroll reports. Call from Canada Revenue Agency. Discussion with K. Sae-Chua re: outstanding matters.	2.5
K. Sae-Chua	29-Feb-24	Follow up with insurance companies.	0.2
N. Sagolili	1-Mar-24	Review of auction agreement. Respond to creditor inquiry.	0.3
K. Sae-Chua	1-Mar-24	Follow up calls to insurance companies. Coordinating between internal team, the Company, De Lage Landen, and Platinum Assets re: leased asset pick-up. Review e-mails re: Tenneco tooling. Correspondence with T. Montesano re: T4 updates.	1.7
T. Montesano	1-Mar-24	Correspond with former employees re: issuance of 2023 T4 slips. Correspond with WEPP claimants re: calculation of term and severance. Receive and review WEPP proof of claim forms and enter and admit same.	2.0
J. Parisi	1-Mar-24	Correspondence with Platinum Assets. Correspondence with Infinity Asset Solutions. Correspondence with Cleveland-Cliffs re: inventory.	0.3
T. Montesano	4-Mar-24	Call WEPP claimants re: WEPP entitlement calculation and start date. Enter and admit WEPP proof of claims. Correspond with WEPP claimant re: proof of claims filed.	1.1
N. Sagolili	4-Mar-24	Call with J. Parisi and K. Sae-Chua re: outstanding matters. E-mails from/to Tenneco re: 3rd party tools. Follow-up e-mail to Purem re: 3rd party tools. E-mails from TD Bank. E-mails from legal counsel re: liquidation agreement. Coordination of return of forklift to De Lage Landen, phone call re: same, and receipt of release letter. E-mail to	4.0



Staff	Date	Comments	Hours
		J. Bowman re: payroll records and 2024 T4 slips. Phone call to liquidator. E-mails to/from and call with liquidator. Complete paperwork for trust account.	
J. Parisi	4-Mar-24	Review changes to liquidation services agreement and provide comments to legal counsel and respond to questions posed by legal counsel.	0.6
K. Sae-Chua	4-Mar-24	Internal update meeting with J. Parisi and N. Sagolili. Follow-up with insurance companies. Coordination with the Company and De Lage Landen re: asset pick-up. Revise 30-day goods analysis for Cleveland-Cliffs inventory.	1.1
N. Sagolili	5-Mar-24	Complete paperwork for trust account. E-mails to/from TD Bank. E-mails to/from Tenneco. Coordinate site visit re: removal of equipment. Coordinate return of leased forklift. Review of legal counsel's comments on liquidation agreement, and e-mails re: same. E-mail to M. Owens re: site access. Drafting of schedule of estimated realization.	2.5
J. Parisi	5-Mar-24	Call with legal counsel re: Tenneco. Correspondence with Tenneco re: tooling. Correspondence with N. Sagolili re: status of removal of items from plant. Review changes to liquidation services agreement.	0.7
T. Montesano	5-Mar-24	Receive, enter and admit WEPP proof of claim forms, and correspond with employees re: same.	0.5
K. Sae-Chua	5-Mar-24	Site visit re: facilitation of De Lage Landen's forklift return and supervision of Tenneco's site visit.	4.3
N. Sagolili	6-Mar-24	Various e-mails from TD Bank. Drafting schedule of estimated realization, and discussions with J. Parisi re: same. E-mails to/from M. Owens. Phone call with and e-mails from/to J. Axe (Tenneco). E-mail to P. Drohan re: site access. E-mails from/to liquidator. Various correspondence to organize site visits. Revise paperwork to open trust account.	3.6
J. Parisi	6-Mar-24	Call with Tenneco. Discussions with N. Sagolili re: schedule of estimated realization.	0.5
K. Sae-Chua	6-Mar-24	Second site visit re: facilitation of De Lage Landen's forklift return.	4.2
N. Sagolili	7-Mar-24	Various e-mails from/to J. Axe (Tenneco) re: inventory and removal of equipment. E-mails from/to liquidator. Various correspondence to organize site visits. E-mails re: insurance. Follow-up e-mail to Purem re: tools. E-mail to M. Owens re: inventory list. Correspond with K. Sae-Chua re: site visit. Discussion with J. Parisi re: inventory. Receipt of bank statements.	2.5
K. Sae-Chua	7-Mar-24	Site visit to supervise Tenneco staff re: inventory count and assessment.	5.3
T. Montesano	6-Mar-24	Review enter and admit WEPP proof of claims. Correspond with WEPP claimants re: WEPP entitlement.	0.6
N. Sagolili	8-Mar-24	E-mails re: site visits. Travel to/from Mechtron premises for site visits. Meet with equipment rigger re: equipment removal for Tenneco. Meet with liquidator. Receipt and review of various e-mails.	3.9



Staff	Date	Comments	Hours
J. Parisi	8-Mar-24	Review correspondence from Mexican landlord regarding documents needed by landlord, and correspondence with legal counsel re: same.	0.7
T. Montesano	8-Mar-24	Receive and review WEPP proof of claims, and enter into Service Canada site. Correspond with re: returned mail, and confirm mailing addresses.	0.6
K. Sae-Chua	8-Mar-24	Review e-mail and attachments from FCA Insurance.	0.1
J. Parisi	11-Mar-24	Call with N. Sagolili re: schedule of estimated realization and update.	0.4
N. Sagolili	11-Mar-24	E-mails to/from Tenneco re: inventory and removal of equipment. Discussion with J. Parisi re: various matters. E-mails to/from legal counsel. Call with legal counsel re: various matters. E-mails to/from liquidator. Various e-mails with TD re: funds in bank account, loan balances, and estimated realization. Drafting of schedule of estimated realization.	3.7
K. Sae-Chua	11-Mar-24	Correspondence with T. Montesano re: CRA audit request.	0.1
T. Montesano	11-Mar-24	Call with M. Limpin (CRA trust examiner) to discuss payroll examination and information required.	0.3
N. Sagolili	12-Mar-24	Receipt and review of various e-mails. Various correspondence with J. Axe (Tenneco) re: removal of equipment. Instructions to K. Sae-Chua re: equipment removal by Tenneco. E-mail to legal counsel. Make revisions to schedule of estimated realization, and discussion with J. Parisi re: same.	0.9
J. Parisi	12-Mar-24	Review schedule of estimated realization calculation and call with N. Sagolili re: same.	0.9
K. Sae-Chua	12-Mar-24	Draft release letter to Tenneco.	0.3
N. Sagolili	13-Mar-24	Call with TD re: schedule of estimated realization. Make revisions to schedule of estimated realization and send to TD. E-mail to liquidator. E-mails from Tenneco re: removal of bender machine, and coordination of same. Review and revise release letter. E-mails to/from M. Owens re: ERP. Discussion with J. Parisi re: various matters.	1.7
T. Montesano	13-Mar-24	Correspond with D. Ferguson re: employment of former employee, and prepare WEPPA proof of claim for same.	0.4
J. Parisi	13-Mar-24	Update call with TD.	0.3
K. Sae-Chua	13-Mar-24	Review e-mail correspondence between internal team and J. Axe (Tenneco) re: equipment removal.	0.1
N. Sagolili	14-Mar-24	Review of draft letters to Cleveland-Cliffs and Purem Novi, and e-mail to legal counsel re: same. Review of correspondence and documentation from Bend Tooling Inc., and e-mail to creditor and legal counsel re: same. E-mails from/to M. Owens and J. Bowman re: ERP. Discussion with T. Montesano re: Canada Revenue Agency trust examination. Compile documents requested by Canada Revenue Agency, and e-mail to J. Bowman re: same. Coordination of removal of bender machine.	1.8



Staff	Date	Comments	Hours
K. Sae-Chua	14-Mar-24	Supervision of removal of Tenneco's bender on-site.	5.1
J. Parisi	14-Mar-24	Review e-mails from Tenneco, Infinity Asset Solutions, and the Company.	0.2
T. Montesano	15-Mar-24	Receive and review WEPP proof of claim. Access Service Canada website. Enter proof of claims. Respond to questions from WEPP claimants.	0.6
K. Sae-Chua	15-Mar-24	Check status of EDC claim for Tenneco and e-mail correspondence with N. Sagolili and J. Parisi re: same.	0.1
N. Sagolili	15-Mar-24	Receipt and review of bank statement copies, and e-mails to/from J. Bowman re: same. Receipt and review of payroll registers, and e-mails to/from J. Bowman re: same. Compile documentation for Canada Revenue Agency trust examination. Review of draft letter to creditor and correspond with legal counsel re: same. Discussion with J. Parisi re: liquidation service agreement, and e-mails to/from legal counsel and liquidator re: same.	2.1
N. Sagolili	17-Mar-24	E-mail to liquidator. E-mail to TD re: bank statements.	0.1
T. Montesano	18-Mar-24	Receive and review WEPP proof of claims. Access Service Canada website. Enter proof of claims. Respond to questions from WEPP claimants.	0.7
N. Sagolili	18-Mar-24	Receipt of bank statements from TD. Compile information requested by Canada Revenue Agency for trust examination, and e-mail to T. Montesano re: same.	0.5
J. Parisi	18-Mar-24	Review auction services agreement and provide comments re: changes suggested by Infinity Asset Solutions.	0.3
N. Sagolili	19-Mar-24	Review of revised liquidation service agreement, and e-mails to/from M. Owens re: same. Discussion with J. Parisi re: liquidation service agreement. Comparison of asset lists. E-mails from legal counsel. E-mails to/from TD.	1.5
N. Sagolili	20-Mar-24	E-mails to/from M. Owens. E-mail from Tenneco. E-mails from legal counsel. Phone call with liquidator. Follow-up with J. Bowman re: documents for CRA trust examination.	0.7
T. Montesano	21-Mar-24	Receive and review proof of claims received. Resend WEPP package to former employee.	0.3
N. Sagolili	21-Mar-24	Phone call from moving company re: 30-day goods. Various e-mails from/to legal counsel re: 30-day goods. Discussions with J. Parisi re: 30-day goods and liquidation service agreement. Phone call with liquidator.	0.8
J. Parisi	21-Mar-24	Call with M. Owens regarding his concerns with providing liquidator access to the facility without a BDO staff on-site for the duration of the liquidation.	0.3
N. Sagolili	22-Mar-24	Receipt and review of insurance information for removal of 30-day goods. E-mail to J. Bowman re: SRED refund. E-mails from/to Tenneco re: tooling. E-mails from/to liquidator. Download and review payroll registers for CRA trust examination, and discussion with T. Montesano	1.8



Staff	Date	Comments	Hours
		re: same. Receipt and review of bank statements. Coordinate site visits. Receipt and review of insurance certificate of liquidator.	
T. Montesano	22-Mar-24	Call with L. Dula and N. Sagolili re: TD bank account. Call with N. Sagolili to discuss information for payroll examination. Review payroll information.	0.8
J. Parisi	22-Mar-24	Review Auction Services Agreement and request Infinity Asset Solutions change language re: access.	0.2
N. Sagolili	25-Mar-24	Coordinate various site visits. Follow-up re: bonding insurance for liquidator. E-mail to M. Owens re: liquidator's insurance. Review of revised liquidation service agreement, and e-mails re: same. Review of CRA HST assessments, and e-mail to J. Bowman re: same. Review of indemnity re: 30-day goods and e-mail to legal counsel re: same. E-mails to Tenneco.	2.0
J. Parisi	25-Mar-24	Review e-mails from TD re: payment against account. Review e-mails from J. Bowman re: EDC payment and HST refund.	0.3
T. Montesano	26-Mar-24	Review of CRA correspondence and send same to N. Sagolili. Correspond with WEPP claimant. Resend WEPP package via e-mail. Receive and admit WEPP proof of claims forms.	0.6
N. Sagolili	26-Mar-24	E-mails to/from liquidator re: insurance. Travel to/from premises. Attend premises to meet with Ultra Fit re: 30-day goods, liquidator, and Tenneco re: dies. E-mails to/from P. Drohan and liquidator re: access to premises. E-mail to Ultra Fit. Review of revised indemnity re: 30-day goods, and e-mail to legal counsel re: same.	4.6
J. Parisi	26-Mar-24	Correspondence with liquidator. Correspondence with N. Sagolili re: Cleveland-Cliffs.	0.2
K. Sae-Chua	26-Mar-24	Supervision of Tenneco staff to document tooling to be abandoned. Supervision of liquidator and staff to survey the on-site area.	5.1
N. Sagolili	27-Mar-24	E-mails from/to J. Bowman re: outstanding HST returns and SRED refund. Correspond with T. Montesano re: HST returns. E-mails re: EDC premiums, and discussions with K. Sae-Chua re: same. E-mail to liquidator. E-mail to J. Bowman re: 2024 T4 slips. Review of outstanding receivership payables and prepare various cheque and wire requisitions. Attend re: access to ERP system. E-mail to Cleveland-Cliffs re: 30-day goods. Correspondence re: deposit from liquidator. Prepare deposit slip.	3.3
T. Montesano	27-Mar-24	Call with payroll examiner to provide update status of information required for payroll examination. Save information required onto USB.	0.3
K. Sae-Chua	27-Mar-24	Review emails re: EDC and PSI updates. Call and e-mail correspondences with EDC re: inquiries and updates. Draft e-mail to PSI re: banking details. Review e-mail from Waste Connection Services.	1.0
T. Montesano	22-Mar-24	Receive and review WEPP proof of claims. Log on to Service Canada website to confirm receipt of proof of claims. Correspond with claimants.	0.4





Staff	Date	Comments	Hours
T. Montesano	25-Mar-24	Correspond with WEPP claimants. Receive and review WEPP proof of claims. Access Service Canada site, and update receipt of proof of claim. Review of CRA correspondence, save same to network, and scan copy of same to N. Sagolili.	0.8
T. Montesano	27-Mar-24	Correspond with WEPP claimants. Receive and review WEPP proof of claims. Access Service Canada site, and update receipt of proof of claim.	0.6
T. Montesano	28-Mar-24	Contact CRA to discuss RT0001 account, and filing outstanding HST returns. Correspond with N. Sagolili. Correspond with WEPP claimants re: POC filed. Access Service Canada to confirm receipt of proof of claims.	0.6
K. Sae-Chua	28-Mar-24	Call and draft e-mail re: PSI access request. Send follow up emails to EDC, and correspondence with N. Sagolili re: same.	0.4
J. Parisi	28-Mar-24	Review power of attorney from the Mexican landlord re: closing the Mexican operations and de-registering the tax number.	0.2
N. Sagolili	28-Mar-24	Receipt and review of pre-receivership HST returns. Download and review payroll files. Prepare cheque requisition. Coordinate payment of various invoices. Correspond with T. Montesano and J. Bowman re: HST returns. Attend re: ERP access.	2.4
J. Parisi	29-Mar-24	Review e-mails from A&B and Mexican landlord.	0.3
N. Sagolili	1-Apr-24	Receipt and review of pre-receivership HST returns. E-mails from/to J. Bowman re: payroll and books and records. Review of legal invoices. Receipt and review of final version of indemnity re: 30-day goods, and e-mail to Cleveland-Cliffs for execution. Correspond with Ultrafit re: removal of 30-day goods inventory. Discussion with T. Montesano re: bank account.	1.2
N. Sagolili	2-Apr-24	Review of inquiries from EDC re: Tenneco claim and draft responses. E-mails to/from M. Owens re: EDC inquiries. E-mail to/from legal counsel re: 3rd party tools.	1.1
J. Parisi	2-Apr-24	Review e-mail to EDC and provide edits.	0.2
J. Parisi	3-Apr-24	Review e-mail regarding Purem and Cleveland-Cliffs indemnity agreement.	0.2
N. Sagolili	3-Apr-24	E-mail from Cleveland-Cliffs re: indemnity, and e-mail to legal counsel re: same.	0.1
K. Sae-Chua	4-Apr-24	Call correspondence with Waste Connections re: cancellation of services. Draft e-mail to J. Parisi and N. Sagolili re: outstanding balances.	0.3
N. Sagolili	4-Apr-24	Draft and send response to inquiries from EDC re: Tenneco AR. Discussion with J. Parisi. Coordinate payment of invoices and prepare wire requisition.	1.3
N. Sagolili	8-Apr-24	E-mail to EDC. Receipt of e-mails re: payments. Discussion with T. Montesano re: payroll audit. Follow-up with legal counsel re: indemnity for 30-day goods. Correspond with liquidator.	0.7



Staff	Date	Comments	Hours
K. Sae-Chua	8-Apr-24	Send -email to PSI re: wire transfer confirmation.	0.1
T. Montesano	8-Apr-24	CRA attended office to conduct payroll audit. Provide CRA with requested information, address any questions, and correspond with N. Sagolili re: same.	1.0
N. Sagolili	9-Apr-24	E-mails re: payroll audit. E-mail to J. Bowman re: payment for 2024 T4 slips. E-mail from creditor.	0.2
N. Sagolili	10-Apr-24	Discussion with T. Montesano re: payroll audit. E-mails from J. Bowman.	0.1
J. Parisi	10-Apr-24	Correspondence with J. Bowman re: SRED and scrap metal deposits. Correspondence with TD re: same.	0.2
N. Sagolili	11-Apr-24	Receipt and review of e-mails re: SRED refund, scrap sales, etc. Receipt and review of indemnity from Ultrafit re: 30-day goods. Coordinate removal of 30-day goods. Receipt of insurance invoice and prepare cheque requisition. Download various payroll records. Compile list of books and records required, and e-mails to/from M. Owens and J. Bowman re: same.	1.9
K. Sae-Chua	11-Apr-24	Correspondence with building staff and relevant parties re: removal of inventory from the on-site premises.	0.4
J. Parisi	12-Apr-24	Call with J. Bowman regarding outstanding information to satisfy CRA audit.	0.2
N. Sagolili	12-Apr-24	E-mail from J. Bowman re: books and records, and receipt and review of invoice. Receipt of payment remittance from AIM Recycling. Coordinate removal of 30-day goods inventory.	0.4
T. Montesano	15-Apr-24	Prepare payment of invoice.	0.2
N. Sagolili	16-Apr-24	Correspond with liquidator. Coordinate removal of 30-day goods inventory.	0.2
K. Sae-Chua	16-Apr-24	Draft email to PSI re: subscription extension. Review and organize e-mails from PSI re invoices. Format 30-day goods listing for Infinity Asset Solutions. Prepare files re: on-site visit for the removal of 30-day goods. Correspondence with EDC re: invoice reversal.	1.1
N. Sagolili	17-Apr-24	E-mails from J. Bowman. Discussions with K. Sae-Chua re: removal of 30-day goods inventory. Follow-up e-mail to EDC. E-mails re: receipt of deposit.	0.4
T. Montesano	17-Apr-24	Draft transfer of funds letter. Call with CRA re: creation of RT0002 account. Correspond with L. Dula re open bank account.	0.6
K. Sae-Chua	17-Apr-24	On-site facilitation of the removal of 30-day goods for Ultrafit.	9.6
T. Montesano	18-Apr-24	Prepare transfer of funds letter and send same to J. Parisi for signature.	0.4
T. Montesano	18-Apr-24	Prepare response to CRA re: examination of the RT0002 HST filings for the period Dec. 1-31, 2023 and Jan. 1-31, 2024.	1.5
K. Sae-Chua	18-Apr-24	Draft release letter for Ultrafit re: 30-day goods delivered.	0.2



Staff	Date	Comments	Hours
T. Montesano	19-Apr-24	Finalize response to CRA re: HST examination and send same to N. Sagolili for review.	1.0
T. Montesano	22-Apr-24	Call with WEPP claimant re: proof of claim. Receive same and update Service Canada accordingly.	0.2
J. Parisi	22-Apr-24	Review power of attorney document requested by Mexico landlord (the landlord has compensated for this agreement).	0.2
J. Parisi	23-Apr-24	Meet with S. Babe to execute documents related to Mexico operations (landlord has compensated the estate for the agreement).	0.3
N. Sagolili	24-Apr-24	Correspond with T. Montesano re: post-receivership HST returns. Review and revise release letter. Receipt and review of HST statement from Canada Revenue Agency. Prepare wire requisition.	1.0
T. Montesano	24-Apr-24	Prepare and file GST/HST return.	0.2
N. Sagolili	25-Apr-24	Review of results of payroll trust examination, and e-mail to T. Montesano re: same.	0.1
K. Sae-Chua	26-Apr-24	Call and correspondence with CHEP re: return of assets.	0.4
N. Sagolili	26-Apr-24	E-mails from/to liquidator.	0.1
N. Sagolili	29-Apr-24	E-mail from liquidator. Correspond with T. Montesano re: payroll trust examination.	0.2
T. Montesano	29-Apr-24	Call to CRA examiner re: inquiry about statement of adjustment re: payroll examination	0.3
K. Sae-Chua	29-Apr-24	Correspondence with CHEP. Follow-up with Ultrafit re: release form.	0.2
N. Sagolili	1-May-24	Discussion with K. Sae-Chua re: containers at premises.	0.1
K. Sae-Chua	1-May-24	Correspondence with CHEP and internal team re: bins.	0.2
N. Sagolili	2-May-24	Various discussions with e-mails re: containers at premises.	0.1
K. Sae-Chua	2-May-24	Correspondence with CHEP, Infinity Asset Solutions, and internal team re: coordination of bin collection. Correspondence with EDC re: updates.	0.5
N. Sagolili	3-May-24	Receipt and review of 2024 T4 slips and related reports, and e-mail to J. Bowman re: same. Various correspondence re: containers at premises.	0.3
K. Sae-Chua	3-May-24	Correspondence with CHEP and internal team re: coordination over return of bins.	0.1
T. Montesano	7-May-24	Review and scan CRA notice to N. Sagolili.	0.1
J. Parisi	9-May-24	Review and respond to e-mails from EDC, and correspondence with K. Sae-Chua re: same.	0.2
K. Sae-Chua	13-May-24	Compile documentation re: EDC requests for Tenneco claim. Correspondence with CHEP re: property proof of claim form.	1.0

Staff	Date	Comments	Hours
N. Sagolili	15-May-24	Discussion with J. Parisi re: various matters. E-mail from TD. E-mail to liquidator re: books and records. E-mail to J. Bowman and M. Owens re: books and records.	0.5
J. Parisi	15-May-24	Discussion with N. Sagolili re: records on premises.	0.2
N. Sagolili	16-May-24	E-mails to/from M. Owens re: books and records. Review of auction materials. E-mails to/from auctioneer.	0.4
N. Sagolili	17-May-24	E-mails to/from liquidator and M. Owens re: stainless steel inventory. E-mails from/to J. Bowman re: books and records.	0.3
K. Sae-Chua	17-May-24	Correspondence with CHEP re: Form 74, release letter, and bin pick-up coordination.	0.6
N. Sagolili	21-May-24	E-mails from PSI. E-mail from liquidator, and various e-mails re: receipt of proceeds. Various e-mails re: return of totes at premises.	0.4
J. Parisi	21-May-24	Review e-mail from T. Hogan regarding R&D. Correspondence with TD re: bank account activity. Correspondence with Infinity Asset Solutions re: payment of NMG.	0.4
K. Sae-Chua	21-May-24	Correspondence with PSI re renewal. Review e-mail and attachments from CHEP. Correspondence with CHEP and Infinity Asset Solutions re: bin pickup arrangements.	0.6
N. Sagolili	22-May-24	Various correspondence with liquidator.	0.1
J. Hue	22-May-24	Prepare cheque requisition for filing fee and email to J. Parisi.	0.2
J. Parisi	23-May-24	Correspondence with J. Bowman re: documentation related to steel mill specifications required by the liquidator. Update e-mail from the liquidator.	0.2
N. Sagolili	23-May-24	E-mails from/to liquidator. E-mail to J. Bowman re: information requested from liquidator.	0.2
J. Parisi	26-May-24	Review e-mail from Infinity Assets regarding the proceeds and draft e-mail to TD re: proceeds.	0.2
K. Sae-Chua	28-May-24	Correspondence with CHEP re coordination of bin pick-up.	0.1
T. Montesano	31-May-24	Prepare and file HST return for the period April 1-30, 2024	0.2
N. Sagolili	3-Jun-24	E-mails from/to liquidator. E-mails re: CHEP containers.	0.2
N. Sagolili	10-Jun-24	Receipt and review of insurance invoice.	0.1
J. Parisi	12-Jun-24	Correspondence with Infinity Asset Solutions.	0.2
P. Naumis	14-Jun-24	April bank reconciliation approval.	0.1
N. Sagolili	17-Jun-24	Follow-up e-mail to EDC.	0.1
N. Sagolili	19-Jun-24	E-mails from liquidator.	0.1
M. Head	20-Jun-24	Bank reconciliation.	0.5
N. Sagolili	3-Jul-24	Various e-mails re: PSI and payment of invoices. E-mails re: insurance policy. Follow-up with J. Bowman re: books and records. Prepare various cheque requisitions. Follow-up with liquidator re: vacating of	1.4



Staff	Date	Comments	Hours
		premises. E-mail to P. Drohan re: premises. Coordinate cancellation of insurance policy. Follow-up with EDC.	
P. Naumis	5-Jul-24	Review and approve May bank reconciliation report.	0.1
T. Montesano	8-Jul-24	Prepare and process payment of legal invoices.	0.6
T. Montesano	9-Jul-24	Prepare and file HST return.	0.2
T. Montesano	10-Jul-24	Process payment of legal invoice.	0.3
N. Sagolili	17-Jul-24	Review of final auction report. Coordinate transfer of auction proceeds. Review of Canada Revenue's deemed trust claim for payroll, prepare cheque requisition, and letter. Receipt and review of various books and records from J. Bowman.	1.1
K. Sae-Chua	17-Jul-24	Review e-mail from EDC re: Tenneco claim. Correspondence with EDC and BDO team re: status of claim.	0.7
N. Sagolili	18-Jul-24	Various e-mails re: status of EDC claim.	0.2
N. Sagolili	22-Jul-24	E-mail from J. Bowman re: books and records. Attend re: payment of invoice.	0.2
G. Arenas	22-Jul-24	Processed, printed and mailed out cheques.	0.2
N. Sagolili	29-Jul-24	Receipt and review of various financial records from J. Bowman. Drafting of court report.	1.5
T. Montesano	31-Jul-24	Prepare and file HST return	0.2
T. Montesano	1-Aug-24	File HST return for the period June 1-30, 2024	0.2
N. Sagolili	2-Aug-24	Receipt and review of various financial records from J. Bowman.	0.5
P. Naumis	14-Aug-24	June bank reconciliation approval.	0.1
N. Sagolili	17-Aug-24	Drafting First Report to Court.	1.5
N. Sagolili	18-Aug-24	Drafting First Report to Court.	1.1
T. Montesano	20-Aug-24	Receive and review WEPP approval letters. Update WEPP tracking sheet.	0.6
M. Head	20-Aug-24	July bank reconciliation.	0.1
T. Montesano	22-Aug-24	CRA review correspondence. Access CRA website. View and print statement of account RP0001 account. Send copy of NOA to N. Sagolili.	0.3
J. Parisi	26-Aug-24	Review e-mail from A. Ho regarding issues with intercreditor agreements and prior loan agreements. Respond to A. Ho.	0.4
T. Montesano	29-Aug-24	Prepare and file HST return.	0.3
N. Sagolili	30-Aug-24	Respond to creditor e-mail.	0.1

**THE TORONTO-DOMINION BANK**  
Applicant

and  
**MECHTRON INNOVATIONS INC.**  
Respondent

Court File No. CV-24-00000329-0000

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
**Proceedings commenced at LONDON**

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**AFFIDAVIT OF JOSEPHINE PARISI**  
**(sworn September 17, 2024)**

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**AIRD & BERLIS LLP**

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*Counsel for BDO Canada Limited, in its capacity as  
Receiver of Mechtron Innovations Inc.*

# **APPENDIX D**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**MECHTRON INNOVATIONS INC.**

Respondent

**AFFIDAVIT OF KYLE PLUNKETT  
(sworn September 16, 2024)**

I, **KYLE PLUNKETT**, of the city of Toronto, in the Province of Ontario, **MAKE OATH  
AND SAY AS FOLLOWS:**

1. I am a partner at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP has acted and is acting as counsel for BDO Canada Limited (“**BDO**”), in its capacity as Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Mechtron Innovations Inc. (the “**Debtor**”) acquired for, or used in relation to business carried on by the Debtor.

2. Aird & Berlis LLP has prepared statements of account in connection with its mandate as counsel to the Receiver, detailing its services rendered and disbursements incurred, namely:

- (a) an account dated March 31, 2024 in the amount of \$44,513.22 in respect of the period from January 19, 2024 to March 31, 2024;



- (b) an account dated April 30, 2024 in the amount of \$5,071.95 in respect of the period from March 18, 2024 to April 30, 2024; and
- (c) an account dated July 11, 2024 in the amount of \$1,280.61 in respect of the period from April 1, 2024 to July 11, 2024;
- (d) an account dated September 16, 2024 in the amount of \$1,583.70 in respect of the period from August 1, 2024 to August 26, 2024;

(the “**Statements of Account**”). Attached hereto and marked as **Exhibit “A”** to this Affidavit are copies of the Statements of Account. The average hourly rate of Aird & Berlis LLP is \$645.81.

3. Attached hereto and marked as Exhibit “B” to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.
4. Assuming this Honourable Court grants an order discharging the Receiver and there is no opposition to the Order, the anticipated legal fees, exclusive of taxes and disbursements, to the discharge of the Receiver is anticipated to be \$10,000.00.
5. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of Aird & Berlis LLP and fees and disbursements detailed therein, and for no improper purpose whatsoever.

**SWORN** before me by video conference at the )  
City of Toronto, in the Province of Ontario, )  
this 16<sup>th</sup> day of September, 2024, in )  
accordance with O. Reg. 431/20, )  
Administering Oath or Declaration Remotely. )

*Samantha Hans*

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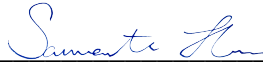
A Commissioner, etc. )  
Samantha Hans - LSO # 84373H )

*Kyle Plunkett*

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**KYLE PLUNKETT**

Attached is Exhibit "A"  
Referred to in the  
AFFIDAVIT OF KYLE PLUNKETT  
Sworn before me  
this 16<sup>th</sup> day of September, 2024



---

A Commissioner, etc.



Aird & Berlis LLP  
Brookfield Place, Suite 1800  
181 Bay Street  
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F 416 863 1515  
airdberlis.com

BDO Canada Limited  
500 - 20 Wellington Street East  
Toronto, ON  
M5E 1C5 Canada

March 31, 2024

Attention: Ms. Josie Parisi

**Invoice No: 1379387**

**Re: Receiver of Mechtron Innovation Inc.**

Client No: 013137  
Matter No: 316944

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending March 31, 2024**

Total Fees	\$38,815.00
Total Disbursements	579.99
Total Taxes	5,118.23
<b>Amount Due</b>	<b>\$44,513.22 CAD</b>

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

**Bill.Com Payment Network ID: c114483219512158**

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

**\* Aird & Berlis LLP does not accept interac/email transfers \***

**Payment is due on receipt.**

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**

\* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.



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Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
F 416 863 1515  
airdberlis.com

BDO Canada Limited  
500 - 20 Wellington Street East  
Toronto, ON  
M5E 1C5 Canada

March 31, 2024

Attention: Ms. Josie Parisi

**Invoice No: 1379387**

**Re: Receiver of Mechtron Innovation Inc.**

Client No: 013137  
Matter No: 316944

---

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending March 31, 2024**

<b>MEMBER</b>	<b>DATE</b>	<b>RATE</b>	<b>HOURS</b>	<b>VALUE</b>	<b>DESCRIPTION</b>
ML	19/01/24	495.00	0.10	49.50	File organization re EDC documents
KBP	26/01/24	775.00	1.20	930.00	Review and provide comments on draft Appointment Order; attend call with Faskens to discuss EDC loans and realization efforts.
ML	26/01/24	495.00	0.30	148.50	Call with BDO, K. Plunkett and M. Stephenson re next steps
ML	27/01/24	495.00	0.40	198.00	Review Tenneco letter and begin drafting responding letter
CH	29/01/24	350.00	1.00	350.00	Review file for materials referenced in letter from Davies on behalf of Tenneco
KBP	29/01/24	775.00	1.20	930.00	Review and provide comments on draft letter to Davies; review and provide comments on draft Order re Receivership; attend calls with T. Hogan.
ML	29/01/24	495.00	0.50	247.50	Instructions re Tenneco documents; Review and revise letter to Tenneco and email to BDO re same
CH	30/01/24	350.00	0.60	210.00	Review Tenneco General Terms and Conditions to confirm alignment with Davies letter
KBP	30/01/24	775.00	2.00	1,550.00	Review and provide comments on draft Report; review and provide additional comments on order; attend call with TD to discuss Tenneco claim and next steps.
ML	30/01/24	495.00	0.50	247.50	Revise letter to Tenneco and instructions re service; Email to company re correspondence with Tenneco; Prepare draft consent to act and email to BDO re same

<b>MEMBER</b>	<b>DATE</b>	<b>RATE</b>	<b>HOURS</b>	<b>VALUE</b>	<b>DESCRIPTION</b>
CH	31/01/24	350.00	1.10	385.00	Call with K. Plunkett and M. Lici re Tenneco claim for set-off re liability to Cleveland Cliffs; Review documentation in file re same
KBP	31/01/24	775.00	1.60	1,240.00	Attend call with client to discuss Tenneco claim; Attend call with working group to discuss review of Tenneco claim package and set off rights; Revise and provide comments on draft report
ML	31/01/24	495.00	1.10	544.50	Set up Docusign for J. Parisi; Call with K. Plunkett and student re research; Email to T. Hogan re Caselines access; Finalize Report and email to BDO re ame; Review and revise service email and service letter and instructions re service; Review Affidavit of Service
PLW	01/02/24	280.00	0.40	112.00	Submitted pre-filing report for filing online with the court
CH	02/02/24	350.00	0.30	105.00	Review Tenneco's General Terms and Conditions for definition of Buyer's Property
KBP	02/02/24	775.00	0.70	542.50	Review and consider letter from Davies regarding Mechtron claim and Tenneco POC; email to J. Parisi regarding same.
ML	02/02/24	495.00	0.10	49.50	Instructions re service to Spaceco Leasing
KBP	04/02/24	775.00	1.00	775.00	Review and consider additional documentation in support of claims and set off; email exchanges with client regarding same.
KBP	05/02/24	775.00	1.50	1,162.50	Attend call with Davies to discuss Tenneco counterclaim and set off; review and provide comments on materials.
ML	05/02/24	495.00	1.30	643.50	Email to T. Hogan re pre-filing report; Update Service List; Instructions re service of pre-filing report; Call with Davies and BDO and K. Plunkett
CH	06/02/24	350.00	1.20	420.00	Review of set-off rights within Tenneco's Terms and Conditions
KBP	06/02/24	775.00	2.00	1,550.00	Attend call with client team and working group to discuss letter from Davies and claims of Cliffs and Tenneco; review updated draft order.
ML	06/02/24	495.00	0.80	396.00	Call with K. Plunkett and student; Email to T. Hogan et al re consent to act; Review documents from client and general terms and conditions; Instructions to student re set off terms and outstanding AR terms; Review email from student and reporting email to K. Plunkett re same

<b>MEMBER</b>	<b>DATE</b>	<b>RATE</b>	<b>HOURS</b>	<b>VALUE</b>	<b>DESCRIPTION</b>
KBP	07/02/24	775.00	1.70	1,317.50	Review and provide comments on updated draft Order; attend calls with T. Hogan to discuss updates on application and claims of creditors.
ML	07/02/24	495.00	0.10	49.50	Add parties to Caselines and instructions re uploading pre-filing report
CH	08/02/24	350.00	1.20	420.00	Prepare memorandum to client re Mechtron claim against Tenneco
KBP	08/02/24	775.00	1.70	1,317.50	Review and respond to emails from client team regarding 30 day claims; review and respond to emails from Davies.
ML	08/02/24	495.00	0.90	445.50	Review and revise reporting memo to client and email to K. Plunkett re same; Review motion materials ahead of receivership application
CH	09/02/24	350.00	0.40	140.00	Revise memorandum to BDO re Mechtron's claim against Tenneco; Send same to J. Parisi
KBP	09/02/24	775.00	2.20	1,705.00	Prepare and attend application motion to appoint receiver; attend various calls with J. Parisi to discuss 30 day goods claim; attend call with Blakes; email exchange EDC.
ML	09/02/24	495.00	0.20	99.00	Attendance before London Court re receivership application; Review reporting memo and instructions re email to client
KBP	11/02/24	775.00	0.70	542.50	Review and respond to various emails from client and TD team regarding Tenneco offer and claims for 30 day goods.
KBP	12/02/24	775.00	1.00	775.00	Review and consider BDC proof of claim; email exchanges with client regarding same.
AH	13/02/24	595.00	0.50	297.50	Review profile and PPSA search for Mechtron Innovations
AH	13/02/24	595.00	0.40	238.00	Review application materials for receiver
JS	13/02/24	295.00	0.30	88.50	Conduct prelim; Order, review and report on profile report and ON PPSA verbal search
KBP	13/02/24	775.00	0.70	542.50	Attend call with TD team to discuss CC 30 day goods claim and Tenneco offer.
ML	13/02/24	495.00	0.10	49.50	File organization
AH	14/02/24	595.00	0.50	297.50	Draft security opinion
AH	14/02/24	595.00	0.10	59.50	Email J. Parisi draft security opinion
JS	14/02/24	295.00	0.10	29.50	Order certified PPSA search

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	14/02/24	775.00	0.90	697.50	Review and provide comments on draft security opinion re TD security; review and consider updated searches.
JS	15/02/24	295.00	0.10	29.50	Review and report on certified PPSA search
KBP	15/02/24	775.00	1.00	775.00	Email exchanges with client regarding insurance; email exchange with Davies regarding tender offer.
AH	16/02/24	595.00	0.30	178.50	Review certified PPSA search for Mechtron Innovations and email K. Plunkett regarding the same
AH	16/02/24	595.00	0.10	59.50	Emails with J. Parisi regarding security opinion
AH	19/02/24	595.00	0.10	59.50	Review emails from J. Parisi and K. Plunkett regarding security review
AH	19/02/24	595.00	0.30	178.50	Review intercreditor agreements and emails with K. Plunkett
KBP	19/02/24	775.00	0.50	387.50	Review and respond to client regarding TD security and intercreditor agreements.
KBP	20/02/24	775.00	1.50	1,162.50	Review and respond to emails from client regarding secured creditor claims; review and consider emails from Cleveland Cliffs regarding 30 day goods claim; email exchanges with TD team.
AH	21/02/24	595.00	0.70	416.50	Review various EDC and BDC subordination agreements, and email K. Plunkett and M. Lici regarding the same
KBP	21/02/24	775.00	0.50	387.50	Review and consider Deloitte claim and discuss same with J. Parisi re SRED claim.
AH	22/02/24	595.00	0.10	59.50	Email J. Parisi regarding intercreditor agreement
AH	22/02/24	595.00	0.10	59.50	Email M. Bernat regarding subordination agreement
AH	23/02/24	595.00	0.30	178.50	Review Tenneco s. 81 claim and emails with K. Plunkett on the same
KBP	23/02/24	775.00	0.50	387.50	Review and consider Claim from Tenneco; email exchange with client regarding same.
AH	26/02/24	595.00	0.20	119.00	Emails with C. Horsten and K. Plunkett regarding Tenneco s. 81 claim
CH	26/02/24	350.00	0.80	280.00	Review Tenneco claim and verify references to terms of agreement



<b>MEMBER</b>	<b>DATE</b>	<b>RATE</b>	<b>HOURS</b>	<b>VALUE</b>	<b>DESCRIPTION</b>
KBP	26/02/24	775.00	0.90	697.50	Review and respond to emails from Davies re Tenneco claim; attend update call with client; email exchanges with TD;
KBP	29/02/24	775.00	0.40	310.00	Review and respond to emails from client on Tenneco claim; email exchange with Davies.
KBP	01/03/24	775.00	0.50	387.50	Email exchange with Davies regarding Tenneco claim and Tooling.
KBP	06/03/24	775.00	0.50	387.50	Strategy call with J. Parisi regarding Inventory and tooling; review email summary from client on claims.
KBP	07/03/24	775.00	0.50	387.50	Email exchanges with LL counsel regarding disposition of assets and tax filings in Mexico.
ML	07/03/24	495.00	1.00	495.00	Review correspondence and documents re matters involving Tenneco
KBP	08/03/24	775.00	0.70	542.50	Email exchange with LL counsel regarding POA and sale of assets; review and provide comments on draft letter to Tenneco.
ML	08/03/24	495.00	1.20	594.00	Draft letter to Tenneco re abandonment of tooling and email to K. Plunkett re same
KBP	11/03/24	775.00	0.50	387.50	Attend update call with client to discuss remaining claims and liquidation steps.
ML	11/03/24	495.00	0.60	297.00	Review and revise letter and email to BDO re same; Call with K. Plunkett and BDO re next steps and file updates
ML	12/03/24	495.00	1.50	742.50	Review documents re Cleveland-Cliffs and draft letter, and email to K. Plunkett re same; Prepare letter to Purem and email to K. Plunkett re same
KBP	13/03/24	775.00	0.70	542.50	Review and provide comments on letter format for claims; email exchange with Mexican LL regarding sale of abandoned assets.
ML	13/03/24	495.00	0.10	49.50	Email to client re draft letters
ML	14/03/24	495.00	1.20	594.00	Revise and finalize letters to Purem and Cleveland-Cliffs and emails re same; Draft letter to Bend Tooling re validity of PMSI
KBP	15/03/24	775.00	1.00	775.00	Review and provide comments on draft Purem letter; review and provide comments on draft Cleveland letter.
MBM	15/03/24	750.00	0.60	450.00	Telephone attendance with K. Plunkett re: POA; reviewing documents re: same

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ML	15/03/24	495.00	0.30	148.50	Review contract terms and email to K. Plunkett re transfer of title; Review letter to Bend Tooling and email to client re same
KBP	18/03/24	775.00	0.50	387.50	Review and provide final comments on draft letter to customers.
ML	18/03/24	495.00	0.50	247.50	Review and finalize Tenneco letter and serve same; Review and finalize Grand Bend letter and serve same
KBP	19/03/24	775.00	0.70	542.50	Review and revise draft auction agreement.
ML	19/03/24	495.00	0.10	49.50	Email to clients re response from Bend Tooling
KBP	21/03/24	775.00	0.50	387.50	Review and provide comments on draft correspondence to Cleveland Cliffs; email exchange with M. Chow.
ML	21/03/24	495.00	1.40	693.00	Draft response to Tenneco; Emails with K. Plunkett and email to BDO re response to Tenneco; Draft indemnity agreement
KBP	22/03/24	775.00	1.00	775.00	Review and consider emails from Cleveland Cliffs; provide comments on draft indemnity.
ML	22/03/24	495.00	0.80	396.00	Draft acknowledgement and indemnity agreement and email to K. Plunkett re same
ML	24/03/24	495.00	0.50	247.50	Review and revise draft indemnity agreement and email to clients re same
ML	26/03/24	495.00	0.60	297.00	Review and revise indemnity agreement and email to BDO re same
KBP	29/03/24	775.00	0.50	387.50	Review and respond to emails from Mexican Landlord regarding notarization and request for information.

**TOTAL:** 61.00 \$38,815.00

Name	Year of Call	Title	Hours	Rate	Value
Ho, Adrienne (AH)	2015	Associate	3.70	\$595.00	\$2,201.50
Horsten, Calvin (CH)		Student	6.60	\$350.00	\$2,310.00
Lici, Matilda (ML)	2020	Associate	16.20	\$495.00	\$8,019.00
Muñoz, Max B. (MBM)	2012	Partner	0.60	\$750.00	\$450.00
Plunkett, Kyle B. (KBP)	2011	Partner	33.00	\$775.00	\$25,575.00
Spina, Julia (JS)		Law Clerk	0.50	\$295.00	\$147.50
Williams, Patrick L. (PLW)		Law Clerk	0.40	\$280.00	\$112.00

**OUR FEE** \$38,815.00  
 HST @ 13% 5,045.95

**DISBURSEMENTS**

**Non-Taxable Disbursements**

Due Diligence-Gov Fee	8.00	
Search Under P.P.S.A.	16.00	
Total Non-Taxable Disbursements		\$24.00

**Taxable Disbursements**

Courier/Delivery	535.69	
Due Diligence	10.00	
Service Provider Fee	10.30	
Total Taxable Disbursements		\$555.99
HST @ 13%		72.28

**AMOUNT DUE**

**\$44,513.22 CAD**

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AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

---

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

---

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

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**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

**\* Aird & Berlis LLP does not accept interac/email transfers \***

**Payment is due on receipt.**

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**

\* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.





Aird & Berlis LLP  
Brookfield Place, Suite 1800  
181 Bay Street  
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
F 416 863 1515  
airdberlis.com

BDO Canada Limited  
500 - 20 Wellington Street East  
Toronto, ON  
M5E 1C5 Canada

April 30, 2024

Attention: Ms. Josie Parisi

**Invoice No: 1383246**

**Re: Receiver of Mechtron Innovation Inc.**

Client No: 013137  
Matter No: 316944

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**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending April 30, 2024**

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MBM	18/03/24	750.00	0.10	75.00	Corresponding with opposing counsel re POA
AH	20/03/24	595.00	1.00	595.00	Review multiple priority agreements and email K. Plunkett regarding the same
MBM	20/03/24	750.00	0.50	375.00	Telephone attendance with Tetakawi re POA; corresponding with K. Plunkett and M. Lici re same
MBM	29/03/24	750.00	0.20	150.00	Reviewing revised draft of POA
AO	01/04/24	425.00	0.30	127.50	Research re legalization of documents
KBP	01/04/24	775.00	0.50	387.50	Email exchanges with client to settle indemnity and release of property.
MBM	16/04/24	750.00	0.10	75.00	Reviewing correspondence from Mechtron re POA; corresponding with K. Plunkett re same
MBM	17/04/24	750.00	0.10	75.00	Corresponding with A. Elias re POA
SEB	17/04/24	850.00	0.50	425.00	Emails from and to K. Plunkett; emails to and from agent; email from R. Goodrich
MBM	18/04/24	750.00	0.10	75.00	Corresponding with K. Plunkett and S. Babe re POA
SEB	18/04/24	850.00	0.80	680.00	Emails from and to K. Plunkett;; complete and revise POA; emails from and to M. Munoz; email to A. Elias
MBM	19/04/24	750.00	0.10	75.00	Corresponding with S. Babe and K. Plunkett re POA
SEB	19/04/24	850.00	0.10	85.00	Email to A. Elias
SEB	22/04/24	850.00	0.30	255.00	Emails to and from K. Plunkett; email from A. Elias

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
SEB	23/04/24	850.00	0.90	765.00	Emails to and from and meeting with J. Parisi; emails to and from Apostille agent
<b>TOTAL:</b>			5.60	\$4,220.00	

Name	Year of Call	Title	Hours	Rate	Value
Babe, Sam E. (SEB)	2004	Partner	2.60	\$850.00	\$2,210.00
Ho, Adrienne (AH)	2015	Associate	1.00	\$595.00	\$595.00
Muñoz, Max B. (MBM)	2012	Partner	1.20	\$750.00	\$900.00
Oh, Angela (AO)	2022	Associate	0.30	\$425.00	\$127.50
Plunkett, Kyle B. (KBP)	2011	Partner	0.50	\$775.00	\$387.50

**OUR FEE** \$4,220.00  
 HST @ 13% 548.60

**DISBURSEMENTS**  
 HST @ 13% 26.00

**AMOUNT DUE** \$5,071.95 CAD

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 AIRD & BERLIS LLP



Kyle B. Plunkett  
 E.&O.E.

Payment by EFT / Wire Transfer:			Payment by Cheque:		
Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP	Payable To:	Aird & Berlis LLP	
TD Canada Trust	Bank No.:	004	Aird & Berlis LLP	Brookfield Place, Suite 1800	
TD Centre	Transit No.:	10202	Brookfield Place, Suite 1800	181 Bay Street	
55 King Street West	Account:	5221521	181 Bay Street	Toronto, ON M5J 2T9	
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR	Toronto, ON M5J 2T9		

Bill.Com Payment Network ID: c114483219512158

Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)

**\* Aird & Berlis LLP does not accept interac/email transfers \***

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IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

\* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.





Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 500 - 20 Wellington Street East  
 Toronto, ON  
 M5E 1C5 Canada

July 11, 2024

Attention: Ms. Josie Parisi

**Invoice No: 1392598**

**Re: Receiver of Mechtron Innovation Inc.**

Client No: 013137  
 Matter No: 316944

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending July 11, 2024**

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ML	04/01/2024	495.00	0.10	49.50	Email to clients re execution copy of acknowledgement and indemnity
ML	04/02/2024	495.00	0.10	49.50	Email to BDO re letter to Purem
ML	04/08/2024	495.00	0.60	297.00	Review and revise indemnity agreement and email to BDO re same
AH	05/16/2024	595.00	0.10	59.50	Email J. Parisi regarding priority agreements
SEB	05/29/2024	850.00	0.30	255.00	Email to Tetakawi; email from A. Head; attend to delivery of POA
AH	06/28/2024	595.00	0.10	59.50	Email J. Parisi regarding priority agreements
<b>TOTAL:</b>			1.30	\$770.00	

Name	Year of Call	Title	Hours	Rate	Value
Babe, Sam E. (SEB)	2004	Partner	0.30	\$850.00	\$255.00
Ho, Adrienne (AH)	2015	Associate	0.20	\$595.00	\$119.00
Lici, Matilda (ML)	2020	Associate	0.80	\$495.00	\$396.00

**OUR FEE** \$770.00  
 HST @ 13% 100.10

**DISBURSEMENTS**

**Non-Taxable Disbursements**

Agents Fees - Non Taxable 26.50

Total Non-Taxable Disbursements \$26.50



**Taxable Disbursements**

Agency Fee	150.00
Courier/Delivery	189.58
Photocopies/Scanning	0.25
<b>Total Taxable Disbursements</b>	<b>\$339.83</b>
HST @ 13%	44.18

**AMOUNT DUE**

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**\$1,280.61 CAD**

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Kyle B. Plunkett

E.&O.E.

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Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

**Bill.Com Payment Network ID: c114483219512158**

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**\* Aird & Berlis LLP does not accept interac/email transfers \***

**Payment is due on receipt.**

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IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**

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Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
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T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 500 - 20 Wellington Street East  
 Toronto, ON  
 M5E 1C5 Canada

September 16, 2024

Attention: Ms. Josie Parisi

**Invoice No: 1401078**

**Re: Receiver of Mechtron Innovation Inc.**

Client No: 013137  
 Matter No: 316944

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending August 31, 2024**

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	08/01/2024	775.00	0.40	310.00	Discuss discharge materials and instruct M. Lici.
ML	08/01/2024	495.00	0.10	49.50	Call with K. Plunkett re motion materials
AH	08/09/2024	595.00	0.50	297.50	Review priority agreements and email K. Plunkett regarding the same
AH	08/10/2024	595.00	0.10	59.50	Emails with K. Plunkett regarding next steps
KBP	08/10/2024	775.00	0.50	387.50	Review and provide comments on draft summary re I/C arrangement with BDC and EDC.
AH	08/14/2024	595.00	0.30	178.50	Review issued orders, and emails with K. Plunkett regarding distributions and next steps
AH	08/26/2024	595.00	0.20	119.00	Emails with J. Parisi and K. Plunkett regarding priority agreements and distribution

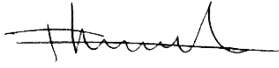
**TOTAL:** 2.10 \$1,401.50

Name	Year of Call	Title	Hours	Rate	Value
Ho, Adrienne (AH)	2015	Associate	1.10	\$595.00	\$654.50
Lici, Matilda (ML)	2020	Associate	0.10	\$495.00	\$49.50
Plunkett, Kyle B. (KBP)	2011	Partner	0.90	\$775.00	\$697.50

**OUR FEE** \$1,401.50  
 HST @ 13% 182.20

**AMOUNT DUE** \$1,583.70 CAD

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AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

---

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com) Bill.Com Payment Network ID: c114483219512158**

**\* Aird & Berlis LLP does not accept interac/email transfers \***

**Payment is due on receipt.**

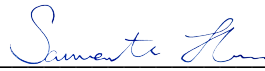
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365**

\* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Attached is Exhibit "B"  
Referred to in the  
AFFIDAVIT OF KYLE PLUNKETT  
Sworn before me  
this 16<sup>th</sup> day of September, 2024

A handwritten signature in blue ink, appearing to read "Simeone".

---

A Commissioner, etc.

## STATEMENT OF RESPONSIBLE INDIVIDUALS

*Aird & Berlis LLP's professional fees herein are made with respect to the following individuals*

<b>Lawyer</b>	<b>Call to Bar</b>	<b>Hourly Rate</b>	<b>Total Time</b>	<b>Value</b>
A. Ho	2015	\$595.00	6.00	\$3,570.00
M. Lici	2020	\$495.00	17.10	\$8,464.50
M. Munoz	2012	\$750.00	1.80	\$1,350.00
K. Plunkett	2011	\$775.00	34.40	\$26,660.00
S. Babe	2004	\$850.00	2.90	\$2,465.00
A. Oh	2022	\$425.00	0.30	\$127.50
<b>Clerk/Student</b>	<b>Call to Bar</b>	<b>Hourly Rate</b>	<b>Total Time</b>	<b>Value</b>
C. Horsten	N/A	\$350.00	6.60	\$2,310.00
J. Spina	N/A	\$295.00	0.50	\$147.50
P. Williams	N/A	\$280.00	0.40	\$112.00

*\*Standard hourly rates listed. However, in certain circumstances adjustments to the account may have been made.*

**THE TORONTO-DOMINION BANK**  
Applicant

and  
**MECHTRON INNOVATIONS INC.**  
Respondent

Court File No. CV-24-00000329-0000

---

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
**Proceedings commenced at LONDON**

---

**AFFIDAVIT OF KYLE PLUNKETT**  
**(sworn September 16, 2024)**

---

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett** (LSO #61044N)

Tel: (416) 865-3406

Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

**Matilda Lici** (LSO #79621D)

Tel: (416) 865-3428

Email: [mlici@airdberlis.com](mailto:mlici@airdberlis.com)

*Counsel for BDO Canada Limited, in its capacity as  
Receiver of Mechtron Innovations Inc.*

**THE TORONTO-DOMINION BANK**  
Applicant

and  
**MECHTRON INNOVATIONS INC.**  
Respondent

Court File No. CV-24-00000329-0000

---

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**Proceedings commenced at LONDON**

---

**FIRST REPORT OF THE RECEIVER**

---

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett** (LSO #61044N)

Tel: (416) 865-3406

Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

**Matilda Lici** (LSO #79621D)

Tel: (416) 865-3428

Email: [mlici@airdberlis.com](mailto:mlici@airdberlis.com)

*Counsel for BDO Canada Limited, in its capacity as  
Receiver of Mechtron Innovations Inc.*



# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) FRIDAY, THE 27<sup>TH</sup>  
 )  
JUSTICE \_\_\_\_\_ ) DAY OF SEPTEMBER, 2024

B E T W E E N :

**THE TORONTO-DOMINION BANK**

Applicant

and

**MECHTRON INNOVATIONS INC.**

Respondent

**DISCHARGE ORDER**

**THIS MOTION**, made by BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Mechtron Innovations Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, for an order, *inter alia*, (i) authorizing and directing the Receiver to make the Distribution (as defined herein) in accordance with the First Report of the Receiver dated September 17, 2024 (the “**First Report**”) (ii) approving the First Report and the Receiver’s activities described therein, (iii) approving the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP (“**A&B**”), as set out in the First Report, together with the Fee Accruals (as set out in the First Report) to completion of the receivership proceedings, and (iv) discharging BDO as Receiver of the assets, undertakings and property of the Debtor, effective upon the filing of a certificate by the Receiver, substantially in the form attached hereto as **Schedule “A”** (the “**Discharge Certificate**”), certifying that all matters to be attended to in connection with the receivership proceedings have been completed to the

satisfaction of the Receiver, and other relief, was heard this day by judicial videoconference via Zoom at 80 Dundas Street, London, Ontario.

**ON READING** the First Report, the fee affidavits of the Receiver and A&B, and on hearing the submissions of counsel for the Receiver and such other parties as were present and listed on the Counsel Slip, and no one else appearing although properly served as evidenced by the Affidavit of Service of Adrienne Ho, filed,

### **SERVICE**

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

### **APPROVAL OF THE RECEIVER'S FIRST REPORT AND ACTIVITIES**

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

### **APPROVAL OF RECEIPTS AND DISBURSEMENTS**

3. **THIS COURT ORDERS** the Receiver's Statement of Receipts and Disbursements of the period of February 9, 2024 to September 13, 2024, as set out at paragraph 36 of the First Report, be and is hereby approved.

### **APPROVAL OF FEES AND DISBURSEMENTS**

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, being fees and disbursements totalling \$98,940.31 (inclusive of HST), plus the applicable Fee Accrual in the anticipated amount of \$12,430.00 (inclusive of applicable taxes) to the completion of these proceedings, as set out at paragraph 33 of the First Report, are hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, A&B, being fees and disbursements totalling \$52,449.48 (inclusive of HST), plus the applicable Fee Accrual in the anticipated amount of \$10,000.00 (exclusive of

applicable taxes and disbursements) to the completion of these proceedings, as set out at paragraph 34 of the First Report, are hereby approved.

## **FINAL DISTRIBUTIONS**

6. **THIS COURT ORDERS** that subject to the Receiver maintaining such reserves as the Receiver deems appropriate for the proper administration of the receivership estate, and the payment by the Receiver of the amounts secured under the Receiver's Borrowings Charge (as defined in the Receivership Order), the fees of the Receiver and its legal counsel, A&B, including the Fee Accruals, the Receiver be and is hereby authorized and directed to distribute The Toronto-Dominion Bank, in respect of its secured claim, the net proceeds of realization in these receivership proceedings, but not to exceed the amount of its secured claim (the "**TD Distribution**").
7. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.
8. **THIS COURT FURTHER ORDERS AND DECLARES** that the Receiver is authorized to transfer funds in the anticipated amount of \$33,900.00 (the "**Bankruptcy Funds**") to BDO, in its capacity as Trustee of the Debtor's estate in bankruptcy, to cover the costs of the administration of the Debtor's estate in bankruptcy.

## **DISCHARGE OF THE RECEIVER AND TERMINATION**

9. **THIS COURT ORDERS** that upon the Receiver filing with this Court the Discharge Certificate certifying that the Receiver has completed all outstanding receivership matters in connection with its appointment as Receiver in these proceedings, the Receiver shall be unconditionally and absolutely discharged as Receiver, provided, however, that notwithstanding its discharge as Receiver herein, (a) BDO shall remain Receiver for the

performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of BDO in its capacity as Receiver.

10. **THIS COURT FURTHER ORDERS AND DECLARES** that, upon the Receiver filing the Discharge Certificate, BDO is hereby released and discharged from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.
11. **THIS COURT ORDERS** that upon the filing of the Receiver's Discharge Certificate, these proceedings shall be terminated without the need for any further authorization or approval.

#### **GENERAL**

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction 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.
  13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.
-

**Schedule A – Form of Receiver’s Discharge Certificate**

Court File No. CV-24-00000329-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

**THE TORONTO-DOMINION BANK**

Applicant

and

**MECHTRON INNOVATIONS INC.**

Respondent

**RECEIVER’S DISCHARGE CERTIFICATE**

A. By Order of the Ontario Superior Court of Justice dated February 9, 2024 (the “**Receivership Order**”), BDO Canada Limited (“**BDO**”) was appointed as the receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Mechtron Innovations Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof.

B. Pursuant to an Order of the Court dated September 27, 2024 (the “**Discharge Order**”), the Court provided for the discharge of the Receiver upon the Receiver filing this certificate with the Court certifying that the Receiver has, to its knowledge, completed all outstanding receivership matters in connection with its appointment as Receiver in these proceedings (the “**Outstanding Matters**”).

1. **THE RECEIVER CERTIFIES** the following:

- (a) all matters to be attended to in connection with the receivership proceedings of the Debtor, including the payment of the TD Distribution in accordance with

paragraph 6 of the Discharge Order, and the transfer of the Bankruptcy Funds to BDO, in its capacity as Trustee, in accordance with paragraph 8 of the Discharge Order, have been completed to the satisfaction of the Receiver; and

(b) this Certificate was filed by the Receiver with the Court on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BDO CANADA LIMITED, solely in its capacity as court-appointed receiver of the assets, undertakings and properties of Mechtron Innovations Inc., and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
Name:  
Title:

**THE TORONTO-DOMINION BANK**  
Applicant

and

**MECHTRON INNOVATIONS INC.**  
Respondent

Court File No. CV-24-00000329-0000

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT LONDON

**RECEIVER'S DISCHARGE CERTIFICATE**

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett** (LSO #61044N)

Tel: (416) 865-3406

Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

**Matilda Lici** (LSO #79621D)

Tel: (416) 865-3428

Email: [mlici@airdberlis.com](mailto:mlici@airdberlis.com)

Counsel for BDO Canada Limited, in its capacity as Receiver  
of Mechtron Innovations Inc.



**THE TORONTO-DOMINION BANK**  
Applicant

and

**MECHTRON INNOVATIONS INC.**  
Respondent

Court File No. CV-24-00000329-0000

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT LONDON

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**DISCHARGE ORDER**

---

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett** (LSO #61044N)

Tel: (416) 865-3406  
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**Matilda Lici** (LSO #79621D)

Tel: (416) 865-3428  
Email: [mlici@airdberlis.com](mailto:mlici@airdberlis.com)

Counsel for BDO Canada Limited, in its capacity as Receiver  
of Mechtron Innovations Inc.

# TAB 4

Court File No. — CV-24-00000329-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) ~~WEEKDAY~~ FRIDAY, THE # 27<sup>TH</sup>  
)  
JUSTICE —                                  ) DAY OF ~~MONTH~~ SEPTEMBER,  
) 20YR 2024

B E T W E E N :

**PLAINTIFF**

Plaintiff

-

**THE TORONTO-DOMINION BANK**

Applicant

and—

**DEFENDANT**

Defendant

**MECHTRON INNOVATIONS INC.**

Respondent

**DISCHARGE ORDER**

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ BDO Canada Limited ("BDO"), in its capacity as the Court-appointed receiver (in such capacity, the "Receiver"), without security, of all of the ~~undertaking, property and~~ assets of [DEBTOR], undertakings and properties of Mechtron Innovations Inc. (the "Debtor"), ~~for an order:~~

~~1. approving the activities of~~ acquired for, or used in relation to a business carried on by the Debtor, for an order, *inter alia*, (i) authorizing and directing the Receiver ~~as set out to make the Distribution (as defined herein) in accordance with the report~~ First Report of the Receiver dated ~~[DATE]~~ September 17, 2024 (the "First Report"); ~~2. (ii) approving the First Report and the Receiver's activities described therein, (iii) approving the fees and disbursements of the Receiver and its legal counsel;~~

~~3. approving the distribution of the remaining proceeds available, Aird & Berlis LLP ("A&B"), as set out in the First Report, together with the Fee Accruals (as set out in the estate~~ First Report) to completion of the Debtor; [receivership proceedings, and] ~~4. (iv) discharging [RECEIVER'S NAME] BDO as Receiver of the undertaking, assets, undertakings and property and assets of the Debtor;~~ and

~~5. releasing [RECEIVER'S NAME] from any and all liability, as set out in paragraph 5 of this Order~~<sup>1</sup>;

~~was heard this day at 330 University Avenue, Toronto, Ontario., effective upon the filing of a certificate by the Receiver, substantially in the form attached hereto as Schedule "A" (the "Discharge Certificate"), certifying that all matters to be attended to in connection with the receivership proceedings have been completed to the satisfaction of the Receiver, and other relief, was heard this day by judicial videoconference via Zoom at 80 Dundas Street, London, Ontario.~~

ON READING the First Report, the fee affidavits of the Receiver and ~~its counsel as to fees (the "Fee Affidavits")~~ A&B, and on hearing the submissions of counsel for the Receiver and such other parties as were present and listed on the Counsel Slip, and no one else appearing although properly served as evidenced by the Affidavit of Service of ~~[NAME]~~ sworn ~~[DATE]~~ Adrienne Ho, filed<sup>2</sup>; ~~2~~

## SERVICE

<sup>1</sup> ~~If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.~~

<sup>2</sup> ~~This model order assumes that the time for service does not need to be abridged.~~

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

#### APPROVAL OF THE RECEIVER'S FIRST REPORT AND ACTIVITIES

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

~~2. — THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Report and the Fee Affidavits, are hereby approved.~~

#### APPROVAL OF RECEIPTS AND DISBURSEMENTS

3. **THIS COURT ORDERS** ~~that, after payment of the fees and disbursements herein approved,~~ the Receiver ~~shall pay the monies remaining in its hands to [NAME OF PARTY]<sup>3</sup>'s~~ Statement of Receipts and Disbursements of the period of February 9, 2024 to September 13, 2024, as set out at paragraph 36 of the First Report, be and is hereby approved.

#### APPROVAL OF FEES AND DISBURSEMENTS

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, being fees and disbursements totalling \$98,940.31 (inclusive of HST), plus the applicable Fee Accrual in the anticipated amount of \$12,430.00 (inclusive of applicable taxes) to the completion of these proceedings, as set out at paragraph 33 of the First Report, are hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, A&B, being fees and disbursements totalling \$52,449.48 (inclusive of HST), plus the applicable Fee Accrual in the anticipated amount of \$10,000.00 (exclusive of

~~<sup>3</sup> This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

applicable taxes and disbursements) to the completion of these proceedings, as set out at paragraph 34 of the First Report, are hereby approved.

### FINAL DISTRIBUTIONS

6. **THIS COURT ORDERS** that subject to the Receiver maintaining such reserves as the Receiver deems appropriate for the proper administration of the receivership estate, and the payment by the Receiver of the amounts secured under the Receiver's Borrowings Charge (as defined in the Receivership Order), the fees of the Receiver and its legal counsel, A&B, including the Fee Accruals, the Receiver be and is hereby authorized and directed to distribute The Toronto-Dominion Bank, in respect of its secured claim, the net proceeds of realization in these receivership proceedings, but not to exceed the amount of its secured claim (the “**TD Distribution**”).
7. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.
8. **THIS COURT FURTHER ORDERS AND DECLARES** that the Receiver is authorized to transfer funds in the anticipated amount of \$33,900.00 (the “**Bankruptcy Funds**”) to BDO, in its capacity as Trustee of the Debtor’s estate in bankruptcy, to cover the costs of the administration of the Debtor’s estate in bankruptcy.

### DISCHARGE OF THE RECEIVER AND TERMINATION

9. ~~4.~~ **THIS COURT ORDERS** that ~~upon payment of the amounts set out in paragraph 3 hereof~~ and upon the Receiver filing a ~~certificate~~ with this Court the Discharge Certificate certifying that ~~it~~ the Receiver has completed ~~the other activities described in the Report~~ all outstanding receivership matters in connection with its appointment as Receiver in these proceedings, the Receiver shall be unconditionally and absolutely

discharged as Receiver ~~of the undertaking, property and assets of the Debtor~~, provided, however, that notwithstanding its discharge as Receiver herein, (a) ~~the Receiver~~BDO shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in ~~this proceeding~~these proceedings, including all approvals, protections and stays of proceedings in favour of ~~[RECEIVER'S NAME]~~BDO in its capacity as Receiver.

10. ~~5.~~ THIS COURT FURTHER ORDERS AND DECLARES that ~~[RECEIVER'S NAME]~~, upon the Receiver filing the Discharge Certificate, BDO is hereby released and discharged from any and all liability that ~~[RECEIVER'S NAME]~~BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of ~~[RECEIVER'S NAME]~~BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, ~~[RECEIVER'S NAME]~~BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.<sup>4</sup>

11. THIS COURT ORDERS that upon the filing of the Receiver's Discharge Certificate, these proceedings shall be terminated without the need for any further authorization or approval.

## GENERAL

<sup>4</sup>~~The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.~~

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction 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.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

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Schedule A – Form of Receiver’s Discharge Certificate

Court File No. CV-24-00000329-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

and

MECHTRON INNOVATIONS INC.

Respondent

RECEIVER’S DISCHARGE CERTIFICATE

A. By Order of the Ontario Superior Court of Justice dated February 9, 2024 (the “Receivership Order”), BDO Canada Limited (“BDO”) was appointed as the receiver (the “Receiver”), without security, of all of the assets, undertakings and properties of Mechtron Innovations Inc. (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof.

B. Pursuant to an Order of the Court dated September 27, 2024 (the “Discharge Order”), the Court provided for the discharge of the Receiver upon the Receiver filing this certificate with the Court certifying that the Receiver has, to its knowledge, completed all outstanding receivership matters in connection with its appointment as Receiver in these proceedings (the “Outstanding Matters”).

1. THE RECEIVER CERTIFIES the following:

- (a) all matters to be attended to in connection with the receivership proceedings of the Debtor, including the payment of the TD Distribution in accordance with

paragraph 6 of the Discharge Order, and the transfer of the Bankruptcy Funds to BDO, in its capacity as Trustee, in accordance with paragraph 8 of the Discharge Order, have been completed to the satisfaction of the Receiver; and

(b) this Certificate was filed by the Receiver with the Court on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BDO CANADA LIMITED, solely in its capacity as court-appointed receiver of the assets, undertakings and properties of Mechtron Innovations Inc., and not in its personal or corporate capacity**

Per: \_\_\_\_\_

Name:

Title:

THE TORONTO-DOMINION BANK

Applicant

and

MECHTRON INNOVATIONS INC.

Respondent

Court File No. CV-24-00000329-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT LONDON

RECEIVER'S DISCHARGE CERTIFICATE

AIRD & BERLIS LLP

<u>Brookfield</u>	<u>Place</u>
<u>181 Bay Street,</u>	<u>Suite 1800</u>
<u>Toronto, ON M5J 2T9</u>	

Kyle Plunkett (LSO #61044N)

Tel: (416) 865-3406

Email: kplunkett@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Counsel for BDO Canada Limited, in its capacity as Receiver of Mechtron Innovations Inc.

THE TORONTO-DOMINION BANK

Applicant

and

MECHTRON INNOVATIONS INC.

Respondent

Court File No. CV-24-00000329-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT LONDON

DISCHARGE ORDER

AIRD & BERLIS LLP

<u>Brookfield</u>	<u>Place</u>
<u>181 Bay Street,</u>	<u>Suite 1800</u>
<u>Toronto, ON M5J 2T9</u>	

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Document comparison by Workshare Compare on September 17, 2024 2:44:00 PM

Input:	
Document 1 ID	iManage://cloudimanager.com/CM/61783092/1
Description	#61783092v1<cloudimanager.com> - receivership-discharge-order-EN
Document 2 ID	iManage://cloudimanager.com/CM/61626902/3
Description	#61626902v3<cloudimanager.com> - Draft Discharge Order
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:
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	Count
Insertions	157
Deletions	110
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	269

# TAB 5

**SERVICE LIST**  
(current as of: September 17, 2024)

<b>TO:</b>	<p><b>HARRISON PENSA LLP</b> 130 Dufferin Ave Suite 1101, London, ON N6A 5R2</p> <p><b>Timothy Hogan</b> Email: <a href="mailto:thogan@harrisonpensa.com">thogan@harrisonpensa.com</a></p> <p><b>Jason DiFruscia</b> Email: <a href="mailto:jdifruscia@harrisonpensa.com">jdifruscia@harrisonpensa.com</a></p> <p><b>Melinda Vine</b> Email: <a href="mailto:mvine@harrisonpensa.com">mvine@harrisonpensa.com</a></p> <p><i>Lawyers for the Applicant</i></p>
<b>AND TO:</b>	<p><b>BDO CANADA LIMITED</b> 222 Bay Street, Suite 2200 Toronto, Ontario M5K 1H1</p> <p><b>Josie Parisi</b> Tel: (416) 865-0200 Fax: (416) 865-0887 Email: <a href="mailto:jparisi@bdo.ca">jparisi@bdo.ca</a></p> <p><b>Nicole Sagolili</b> Email: <a href="mailto:nsagolili@bdo.ca">nsagolili@bdo.ca</a></p> <p><i>The Receiver</i></p>
<b>AND TO:</b>	<p><b>AIRD &amp; BERLIS LLP</b> Brookfield Place 181 Bay Street, Unit 1800 Toronto, Ontario M5J 2T9</p> <p><b>Kyle Plunkett</b> Tel: (416) 865-3406 Email: <a href="mailto:kplunkett@airdberlis.com">kplunkett@airdberlis.com</a></p> <p><b>Adrienne Ho</b> Tel: (416)637-7980 Email: <a href="mailto:aho@airdberlis.com">aho@airdberlis.com</a></p>



	<p><b>Matilda Lici</b>  Tel: (416)865-3428  Email: <a href="mailto:mlici@airdberlis.com">mlici@airdberlis.com</a></p> <p><i>Lawyers for the Receiver, BDO Canada Limited</i></p>
<b>AND TO:</b>	<p><b>MILLER CANFIELD</b>  100 Ouellette Avenue, Suite 1300  Windsor, ON N9A 6T3</p> <p><b>James H. Cooke</b>  Tel: (519) 946-2140  Email: <a href="mailto:cooke@millercanfield.com">cooke@millercanfield.com</a></p> <p><b>Jennifer L. Shilson</b>  Email: <a href="mailto:Shilson@millercanfield.com">Shilson@millercanfield.com</a></p> <p><i>Lawyers for the Respondent, Mechtron Innovations Inc.</i></p>
<b>AND TO:</b>	<p><b>CANADA REVENUE AGENCY</b>  c/o Department of Justice  Ontario Regional Office  120 Adelaide St. W., Suite 400  Toronto, ON M5H 1T1</p> <p>Email: <a href="mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca">AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</a></p>
<b>AND TO:</b>	<p><b>HER MAJESTY THE QUEEN IN RIGHT  OF ONTARIO AS REPRESENTED BY  THE MINISTRY OF FINANCE</b>  Revenue Collections Branch – Insolvency Unit  33 King Street W., P.O. Box 627  Oshawa, ON L1H 8H5</p> <p>Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>
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**THE TORONTO-DOMINION BANK**  
Applicant

and

**MECHTRON INNOVATIONS INC.**

Respondent

Court File No. CV-24-00000329-0000

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