

Court File No.: BK-23-00459641-0031  
Estate No.: 31-459641

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE BANKRUPTCY OF  
INTEGRO BUILDING SYSTEMS INC.,  
IN THE CITY OF VAUGHAN,  
IN THE PROVINCE OF ONTARIO

**FACTUM OF THE TRUSTEE**

**CASSELS BROCK & BLACKWELL LLP**  
Suite 3200, Bay Adelaide Centre – North Tower  
40 Temperance Street  
Toronto, ON M5H 0B4

**Alan Merskey LSO#: 41377I**  
Tel: 416.860.2948  
amerskey@cassels.com

**Jane Dietrich LSO#: 49302U**  
Tel: 416.860.5223  
jdietrich@cassels.com

**Alec Hoy LSO#: 85489K**  
Tel: 416.860.2978  
ahoy@cassels.com

*Lawyers for MNP Ltd. as Trustee of Integro  
Building Systems Inc.*

**TO: SERVICE LIST**

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**PART I - NATURE OF THIS MOTION**

1. On August 30, 2023 (the “**Date of Bankruptcy**”), Integro Building Systems Inc. (the “**Bankrupt**”) filed a voluntary assignment in bankruptcy (the “**Assignment**”) under section 49(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and, on August 31, 2023, the Assignment was accepted by the Officer of the Superintendent of Bankruptcy (Canada) and MNP Ltd. was appointed as the licensed insolvency trustee (the “**Trustee**”) in respect of the Bankrupt’s estate (the “**Estate**”).<sup>1</sup>

2. Pursuant to the Sale Process (as defined below) conducted by the Trustee, an offer submitted by State Window Corporation (“**State**” or the “**Purchaser**”) to purchase certain machinery and equipment of the Bankrupt (the “**Vaughan Assets**”) located at the Bankrupt’s leased premises in Vaughan, Ontario (the “**Vaughan Location**”) was determined to be the highest or otherwise best offer received, resulting in a value

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<sup>1</sup> First Report to Court of the Trustee dated February 14, 2024 at para 1 [*First Report*].

maximizing transaction for the benefit of the Estate, and, in accordance therewith, the Trustee entered into an asset purchase agreement with the Purchaser dated January 24, 2024 (the “**APA**”).<sup>2</sup>

3. In accordance with a claim held by Canada Revenue Agency (“**CRA**”), a significant portion of which relates to unremitted source deductions, the assets of the Estate appear to be subject a deemed trust in favour of CRA in the approximate amount of \$3 million (the “**Deemed Trust Claim**”).<sup>3</sup> Based upon the Trustee’s review, it is anticipated that the Deemed Trust Claim exceeds the value of the Vaughan Assets and other realizable amounts known but pending receipt. Accordingly, the Purchaser made it a condition of the APA that the Trustee obtain an approval and vesting order in a form satisfactory to the Purchaser.<sup>4</sup>

4. Accordingly, the Trustee seeks the following orders:

(a) an approval and vesting order (“**AVO**”), among other things:

- (i) approving the sale transaction (the “**Transaction**”) contemplated by the APA;
- (ii) following the Trustee’s delivery of the Trustee’s certificate substantially in the form attached as Schedule “A” to the proposed AVO, transferring and vesting the Trustee’s right, title and interest in

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<sup>2</sup> First Report at paras 36-44, 51 & 54.

<sup>3</sup> First Report at paras 23 & 33.

<sup>4</sup> First Report at para 55.

and to the Property (as defined in the APA) in the Purchaser, free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances; and

(iii) sealing the Confidential Appendices to the First Report to Court of the Trustee dated February 14, 2024 (the “**First Report**”) until the Closing (as defined in the APA) of the Transaction; and

(b) an order (the “**Administrative Order**”) approving the activities of the Trustee set out in the First Report and approving the fees and disbursements of the Trustee and its counsel.

5. The relief should be granted. The Transaction is the result of a reasonable marketing and sale process and the proposed Transaction is the value maximizing transaction for the benefit of the Estate.<sup>5</sup> The Trustee held a second meeting of creditors on January 31, 2024 (the “**Second Meeting of Creditors**”) to, among other things, solicit the creditors’ comments, concerns and input concerning the proposed Transaction and, in response to which, the Trustee did not receive any concerns or objections to the proposed Transaction.<sup>6</sup> The Transaction was subsequently authorized and approved by the sole inspector of the estate at the third meeting of inspectors held on February 2, 2024 (the “**Third Meeting of Inspector**”).<sup>7</sup>

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<sup>5</sup> First Report at paras 36-40 & 54.

<sup>6</sup> First Report at paras 33.

<sup>7</sup> First Report at paras 33 & 54.

## **PART II - SUMMARY OF FACTS**

### **A. OVERVIEW**

6. As noted above, proceedings under the BIA were commenced in respect of the Bankrupt on August 30, 2023, effective August 31, 2023.<sup>8</sup>

7. At the Date of Bankruptcy, the Bankrupt was operating as a curtain wall manufacturer in the Greater Toronto Area with over ten (10) ongoing construction projects at various stages, including the Portland Commons project, which State had delivered a guarantee for the completion of the Bankrupt's obligations in respect thereof (the "**Guarantee**").<sup>9</sup>

8. Upon its appointment, the Trustee took possession of, among other things, the Vaughan Location and the assets and property of the Bankrupt located at the Vaughan Location, including the Vaughan Assets and other limited inventory of consumable goods and scrap aluminum.<sup>10</sup>

9. The claims against the Estate include, among others:

- (a) CRA for a claim in the approximate amount of \$4.15 million, inclusive of the Deemed Trust Claim in the approximate amount of \$3 million. The final amount of the Deemed Trust Claim is still in the process of being reconciled with CRA;<sup>11</sup>

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<sup>8</sup> First Report at para 1.

<sup>9</sup> First Report at paras 6, 11 & 33.

<sup>10</sup> First Report at para 16.

<sup>11</sup> First Report at paras 23 & 33.

- (b) Royal Bank of Canada (“**RBC**”) for a claim asserted in the approximate amount of \$9.328 million in respect of, among other things, a credit facility with a limit of \$10 million that was secured by a general security agreement over all the assets of the Bankrupt;<sup>12</sup>
- (c) claims asserted by trade creditors for the approximate amount of \$21 million, of which potential construction trust claims are estimated to represent in excess of \$14 million;<sup>13</sup> and
- (d) claims by former employees for the approximate amount of \$1 million relating to termination and severance pay.<sup>14</sup>

10. Currently, all of the assets in the Estate appear to be subject to the Deemed Trust Claim of CRA.<sup>15</sup> Accordingly, the Trustee did not take substantive actions in respect of the Bankrupt’s assets, including the Vaughan Assets, until it entered into an administrative agreement with CRA providing the Trustee the authority to deal with the Bankrupt’s assets subject to the Deemed Trust Claim and protection for its fees and disbursements (the “**Administrative Agreement**”) on November 7, 2023.<sup>16</sup>

## **B. THE SALE PROCESS**

11. Following the entering into of the Administrative Agreement, the Trustee conducted a marketing and sale process in respect of the Vaughan Assets (the “**Sale Process**”).<sup>17</sup>

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<sup>12</sup> First Report at para 24.

<sup>13</sup> First Report at para 21.

<sup>14</sup> First Report at para 22.

<sup>15</sup> First Report at para 28.

<sup>16</sup> First Report at paras 28-29 & 34-35.

<sup>17</sup> First Report at para 38.

The purpose of the Sale Process was to market and sell the Vaughan Assets for the benefit of the Estate.

12. In connection with the Sale Process, the Trustee:
  - (a) engaged Infinity Asset Solutions Inc. ("**Infinity**") to prepare a report (the "**Appraisal Report**") appraising the value of, among other assets, the Vaughan Assets on a forced liquidation basis;<sup>18</sup>
  - (b) prepared a list of the equipment and assets to be offered for sale (the "**Equipment List**");<sup>19</sup>
  - (c) prepared an Information Memorandum (the "**IM**", and together with the Equipment List, the "**Bid Materials**"), which detailed the key terms and conditions of sale, as well as deadlines in the Sale Process;<sup>20</sup>
  - (d) prepared a list of twenty-eight (28) parties (the "**Potential Bidders**") that the Trustee identified as potentially being interested in purchasing the Vaughan Assets based on the Trustee's efforts in soliciting interest, its prior experience selling assets and its contacts within the industry;<sup>21</sup>
  - (e) distributed the Bid Materials to the Potential Bidders;<sup>22</sup> and

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<sup>18</sup> First Report at para 17.

<sup>19</sup> First Report at para 36.

<sup>20</sup> First Report at para 36.

<sup>21</sup> First Report at para 36.

<sup>22</sup> First Report at para 38.



- (f) engaged in direct discussions with the Potential Bidders to provide additional information on the Vaughan Assets and, in fourteen (14) instances, facilitated site visits to the Vaughan Location to permit Potential Bidders an opportunity to inspect the Vaughan Assets.<sup>23</sup>

13. Following the bid deadline of December 22, 2023, the Trustee conducted an analysis of the offers received from twelve (12) parties, taking into consideration, among other things, the financial impact of conditions included in the offers and what could reasonably be realized under certain liquidation proposals for the Vaughan Assets (the “**Offer Analysis**”).<sup>24</sup> In making the latter assessment, the Trustee estimated the gross proceeds to be realized at auction under the liquidation proposals based upon the values set out in the Appraisal Report and other information the Trustee obtained (the “**Estimate Auction Value**”).<sup>25</sup>

14. The Transaction was determined to be the value maximizing transaction in the Sale Process based upon the Trustee’s determination that the Transaction provided the highest net recovery for the Estate.<sup>26</sup> While the Trustee received a liquidation proposal offer that was potentially higher, such competing offer contained greater risks as it relied on the auctioneer achieving the Estimated Auction Value and required the provision of a cost-free occupancy period of the Vaughan Location.<sup>27</sup> A significant benefit of the Transaction is that, in accordance with an occupation agreement entered into with State,

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<sup>23</sup> First Report at para 39.

<sup>24</sup> First Report at paras 40 & 41.

<sup>25</sup> First Report at para 41.

<sup>26</sup> First Report at paras 42-44.

<sup>27</sup> First Report at para 42.

effective September 1, 2023 (the “**Occupation Agreement**”), State is currently paying all occupancy costs of the Vaughan Location provided that it has use of the Vaughan Assets, thereby ensuring such costs would not be borne by the Estate.<sup>28</sup>

***APA and the Transaction***

15. State is a local business in Vaughan, Ontario, operating in the same industry as the Bankrupt.<sup>29</sup> While State and IBS Holdings Inc. (the Bankrupt’s direct 100% shareholder) share certain shareholders in common, State has advised the Trustee that the holdings of these common individuals do not give rise to the requisite element of “control” for “related persons” contemplated by subsection 4(2)(c) of the BIA.<sup>30</sup>

16. Prior to the Assignment, State had delivered the Guarantee in connection with the Bankrupt’s obligations in respect of the Portland Commons project.<sup>31</sup> In connection with State’s attempts to fulfill its obligations under the Guarantee, State is currently occupying the Vaughan Location pursuant to the Occupation Agreement, in accordance with which State is paying all rent and utilities costs.<sup>32</sup>

17. In light of the Trustee’s determination that the Transaction set out in the offer submitted by State was the value maximizing transaction, the Trustee shared the Offer Analysis with CRA, a representative of RBC that was the current inspector of the Estate at that time (the “**Past Inspector**”), and RBC’s consultant, in order to solicit their

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<sup>28</sup> First Report at para 33 & 44.

<sup>29</sup> First Report at para 52.

<sup>30</sup> First Report at para 52.

<sup>31</sup> First Report at para 33.

<sup>32</sup> First Report at paras 33 & 44.

comments, concerns and ultimately their approval to proceed with the proposed Transaction.<sup>33</sup> Subsequent to the Trustee obtaining CRA's approval of the Transaction, on January 10, 2024, the Past Inspector expressed general concerns regarding the actions of the Trustee leading to the selection of the Transaction in the Sale Process, but did not provide any specific details.<sup>34</sup> Following the Trustee's response to the Past Inspector requesting details as to such concerns, on January 15, 2024, the Past Inspector advised the Trustee that he was resigning as an inspector and declined to provide any details as to his concerns.<sup>35</sup>

18. Following the resignation of the Past Inspector, the Trustee held the Second Meeting of Creditors in order to: (a) solicit any creditor concerns with the proposed Transaction; and (b) determine whether any additional parties wished to be appointed as an inspector of the Estate.<sup>36</sup> The Trustee did not receive any comments or concerns on the proposed Transaction and Sabrina Missio, a representative of CRA, was appointed as inspector of the Estate (the "**Inspector**").<sup>37</sup>

19. At the Third Meeting of Inspectors, the Inspector authorized and approved the Trustee to accept the offer of State set out in the APA and complete the Transaction, subject to Court approval.<sup>38</sup> Following the Third Meeting of Inspectors, on February 2, 2024, the Trustee executed the APA with State.<sup>39</sup>

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<sup>33</sup> First Report at para 45.

<sup>34</sup> First Report at para 46.

<sup>35</sup> First Report at paras 47-49.

<sup>36</sup> First Report at paras 33 & 50.

<sup>37</sup> First Report at paras 32-33 & 50.

<sup>38</sup> First Report at para 33.

<sup>39</sup> First Report at para 51.

20. The APA is conditional on the Trustee obtaining the requested AVO, vesting the Property in the Purchaser, free and clear of any claims and encumbrances, upon Closing of the Transaction.<sup>40</sup>

### **PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES**

21. The issues on this motion are:

- (a) whether this Court should grant the AVO;
- (b) whether this Court should approve the fees and disbursements of the Trustee and its counsel; and
- (c) whether this Court should grant an order sealing the Confidential Appendices.

#### **A. THE AVO SHOULD BE GRANTED**

22. The Court's jurisdiction to grant a vesting order in proceedings under the BIA is set out in section 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43:

**100 Vesting orders:** A court may by order vest in any person an interest in real or personal property that the court has authority to order be disposed of, encumbered or conveyed.

23. The Trustee's authority to sell the Property is set out in section 30(1)(a) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3:

**30(1) Powers exercisable by trustee with permission of inspectors:** The trustee may, with the permission of the inspectors, do all or any of the following things:

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<sup>40</sup> First Report at para 53.

**(a)** sell or otherwise dispose of for such price or other consideration as the inspectors may approve all or any part of the property of the bankrupt, including the goodwill of the business, if any, and the book debts due or growing due to the bankrupt, by tender, public auction or private contract, with power to transfer the whole thereof to any person or company, or to sell the same in parcels;

[...]

24. This Court and other Canadian courts have previously recognized that a vesting order may be granted in proceedings commenced under the *BIA* where appropriate.<sup>41</sup>

25. The sale process was reasonable in light of the time of the year and the value of the assets being offered for sale.<sup>42</sup> The Trustee made proper efforts to solicit offers and identify the value maximizing transaction for the sale of the Vaughan Assets, including, among other things, preparing and circulating the Bid Materials to the Potential Bidders and facilitating site visits to the Vaughan Location upon the request of a Potential Bidder to provide such party with the opportunity to inspect the Vaughan Assets.<sup>43</sup> The market of potential purchasers available to the Trustee was limited in light of the somewhat specialized nature of certain key equipment forming part of the Vaughan Assets.<sup>44</sup>

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<sup>41</sup> *In the Matter of the Bankruptcy of Sound Music Entertainment*, (May 22, 2019), ONSC (Commercial List) Court File No. 31-2467216 ([Approval and Vesting Order](#)) at para 2; *In the Matter of the Bankruptcy of Blutip Power Technologies Inc.*, (July 27, 2018), ONSC (Commercial List) Court File No. 32-2383689 ([Approval and Vesting Order](#)) at para 4; *In the Matter of the Bankruptcy of HC Piper Manufacturing Inc.*, (November 19, 2015), ABQB, Court File No. 25-2004629 ([Approval and Vesting Order](#)) at para 4.

<sup>42</sup> First Report at paras 37-39.

<sup>43</sup> First Report at paras 36-39.

<sup>44</sup> *Rassell, Re*, [1999 ABCA 232](#) at para 15; First Report at paras 17, 36 & 54.

26. In the absence of evidence to the contrary, courts should defer to the judgement of the Trustee as being reasonable in the administration of the estate.<sup>45</sup>

27. The Inspector has authorized and approved the Trustee to accept the offer set out in the APA and complete the Transaction.<sup>46</sup>

28. Further, CRA, being the first priority creditor of the Estate in respect of the Deemed Trust Claim, is supportive of the Transaction, notwithstanding that, based on expected recoveries, it is not clear that the Deemed Trust Claim will be satisfied by the Estate.<sup>47</sup>

29. The only material condition to the Transaction is the issuance of the AVO, among other things, vesting the Property in the Purchaser free and clear of all Claims upon the Closing of the Transaction.<sup>48</sup> The condition is reasonable given the existence of the Deemed Trust Claim and potential secured claims in favour of RBC and other secured creditors.

30. The Court should grant the AVO in order to allow the Transaction to be completed.

## **B. THE FEES AND ACTIVITIES SHOULD BE APPROVED**

31. Pursuant to section 39(5) of the BIA, the Court may, on application by the trustee, make an order increasing the remuneration of the trustee in a proceeding under the BIA.

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<sup>45</sup> *Mimarco Investments Ltd. v Edgecastle Holdings Inc.*, [2009 CanLII 32913](#) (ONSC) at paras [14-16](#); *Avramenko (Trustee of) v Avramenko*, [2015 SKQB 266](#) at paras [25-26](#); *Westar Mining Ltd., Re*, [1993 CanLII 496](#) (BCSC).

<sup>46</sup> First Report at paras 33 & 50.

<sup>47</sup> First Report at paras 46 & 54.

<sup>48</sup> First Report at para 53.

32. The Trustee is seeking approval of the professional fees and disbursements incurred by it and its legal counsel through January 31, 2024, in the amounts of \$263,778.10 and \$68,609.42, respectively, as described in the Fee Affidavits (as defined below) attached to the First Report.<sup>49</sup>

33. As it is expected that there will not be sufficient funds from the liquidation of the Estate to satisfy the claims of the secured creditors, it is necessary and appropriate for the Court to make an order increasing the remuneration from the amounts set out in section 39(2) of the BIA and permit the Trustee to be remunerated on an hourly basis.

34. It is a generally recognized principle that a trustee should, in the absence of compelling reasons to the contrary, be permitted to charge fees at a reasonable rate of remuneration for the time spent in the administration of an estate and for obtaining a positive result for the benefit of creditors.<sup>50</sup> This principle is guided by the overarching notion that a trustee should seek to maximize the cash assets of an estate while minimizing the expense of administration to the extent reasonably possible.<sup>51</sup>

35. In undergoing its analysis in fixing the trustee's remuneration, the Court may consider, among other factors: (i) the work done by the trustee, (ii) the responsibility imposed on the trustee, (iii) the time spent in doing the work, (iv) the reasonableness of the time expended, (v) the necessity of doing the work, and (vi) the results obtained.<sup>52</sup>

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<sup>49</sup> First Report at paras 59-60 & Appendices "N" & "O".

<sup>50</sup> *Hess, Re* (1977), 23 CBR (NS) 215 (Ont. Sup. Ct. in Bkcty) at 219 [*Hess*].

<sup>51</sup> *Hess* at 219.

<sup>52</sup> *West Toronto Stereo Centre Ltd., Re* (1975), 19 CBR (NS) 306 (Ont. Sup. Ct. in Bkcty) at 208; *GA Ross Hearing Instruments Inc., Re*, [1998] 77 ACWS (3d) 20 (BCSC) at paras 26-30.

36. The Trustee's activities were reasonable and necessary for the orderly administration of the estate of the Debtor.

37. As set out in the First Report, the Trustee's activities include, among other things:<sup>53</sup>

- (a) conducting multiple meetings of creditors of the Estate and multiple inspector meetings;
- (b) conducting the Sale Process;
- (c) negotiating and preparing the Occupation Agreement as a means to cover the rent cost of the Vaughan Location while administering the estate;
- (d) identifying, inventorying, releasing and releasing certain property of the Bankrupt in relation to the construction projects;
- (e) reviewing and addressing the claims of several lien claimants;
- (f) analyzing and collecting certain accounts and holdback receivables owing to the Estate, including arranging for a subcontractor to complete certain work and reviewing and assessing the appropriateness of charges, fees and claims to be offset or applied;

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<sup>53</sup> First Report at para 33.



- (g) dealing with certain employee matters, including matters relating to the Wage Earner Protection Program, for over 100 former employees of the Bankrupt;
- (h) virtually meeting with and addressing information requests from RBC, its legal counsel and its consultant; and
- (i) assessing the deemed trust claim asserted by CRA.

38. In light of the complex nature of the Estate, the magnitude and multitude of creditors and certain other pertinent factors, the administration of the Estate has required substantial work by the Trustee, all of which was necessary to maximize the amounts available for the benefit of the Estate.<sup>54</sup>

39. The fees of the Trustee, as set out in the Affidavit of Sheldon Title sworn February 14, 2024 (the “**MNP Affidavit**”) and the fees of the Trustee’s counsel, Cassels Brock & Blackwell LLP, as set out in the Affidavit of Jane Dietrich sworn February 14, 2024 (the “**Cassels Affidavit**”) and together with the MNP Affidavit, the “**Fee Affidavits**”) were reasonably incurred in the performance of the activities set out above.<sup>55</sup> Additionally, the rates charged by the Trustee are comparable to the rates charged by other licensed insolvency trustees in the Toronto market for the provision of similar services.

40. The Trustee’s fees ought to be approved.

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<sup>54</sup> First Report at para 33.

<sup>55</sup> First Report at para 61.

**C. THE CONFIDENTIAL APPENDICES SHOULD BE SEALED**

41. The Trustee is seeking sealing orders in respect of the Confidential Appendices. The Confidential Appendices consist of an unredacted version of the APA (namely, redacting the purchase price and deposit amounts), the Appraisal Report, an analysis prepared by the Trustee comparing the offers received in the Sale Process (the “**Offer Analysis**”), and email correspondence between the Trustee and Barry Mutis of RBC, in his capacity as an inspector of the Estate at the time of the correspondence, discussing the terms of certain offers received in the Sale Process (the “**January 10<sup>th</sup> Email**”).<sup>56</sup> The proposed sealing order would seal the Confidential Appendices until the Closing of the Transaction, which is anticipated to occur shortly after the issuance of the proposed AVO.<sup>57</sup>

42. In *Sierra Club of Canada v Canada (Minister of Finance)*, the Supreme Court of Canada held that courts should exercise their discretion to grant sealing orders where (i) the order is necessary to prevent a serious risk to an important interest, including a commercial interest; and (ii) the salutary effects of the order outweigh its deleterious effects.<sup>58</sup>

43. In *Sherman Estate v Donovan*, the Supreme Court of Canada held that a party requesting that a court exercise its discretion in a way that limits the ‘open court’ presumption must establish that: (i) the openness poses a risk to an important interest of the public; (ii) the request sought is necessary to prevent the risk to the identified interest

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<sup>56</sup> First Report at paras 17, 41, 47 & 51.

<sup>57</sup> First Report at para 57.

<sup>58</sup> [2002 SCC 41](#) at para [53](#).

as reasonable alternative measures will not prevent said risk; and (iii) the benefits of the request outweigh the negatives as a matter of proportionality.<sup>59</sup>

44. In the insolvency context, when assets are being sold pursuant to a court process, it is common to seal bids and other commercially sensitive material, such as sale price and the details of competing offers, until the closing of the selected transaction, in the event that a further listing is required should the contemplated proposed transaction not close.<sup>60</sup>

45. The disclosure of commercially sensitive information set out in the Confidential Appendices would likely have a detrimental impact on any future sale efforts of the Trustee, in the event that the Transactions does not close.<sup>61</sup> The Trustee submits that there is no other reasonable way to preserve and ensure the viability and integrity of any future remarketing and sale process. The benefits of the protective order outweigh any deleterious impact on the “open court” principle. No stakeholder will be materially prejudiced by any of the sealing orders.

46. The proposed sealing order is adequately proportional. The Trustee seeks to protect only commercially sensitive materials related to the Sale Process, namely, the Appraisal Report, the Offer Analysis and, in respect of the January 10<sup>th</sup> Email and the APA, the purchase price and quantum of deposits.

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<sup>59</sup> [2021 SCC 25](#) at para [38](#).

<sup>60</sup> *Romspen Investment Corporation v Hargate Properties Inc.*, [2012 ABQB 412](#) at paras [2](#), [11](#) and [13](#).

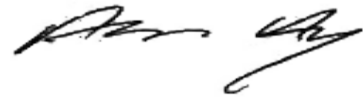
<sup>61</sup> First Report at para 57.

47. If the requested AVO is approved, the Trustee expects the Transaction to close expeditiously, and the duration of the requested sealing is therefore not anticipated to be prolonged.

**PART IV - ORDER REQUESTED**

48. For the reasons stated herein, the Trustee respectfully requests that the Court grant the (i) AVO and (ii) Administrative Order, approving the relief set out herein.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 21st day of February, 2024.

A handwritten signature in black ink, appearing to read "Amy G.", is positioned above a horizontal line.

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**Cassels Brock & Blackwell LLP**  
Lawyers for MNP Ltd. as Trustee of  
Integro Building Systems Inc.

## SCHEDULE "A"

### LIST OF AUTHORITIES

1. *Avramenko (Trustee of) v Avramenko*, [2015 SKQB 266](#)
2. *GA Ross Hearing Instruments Inc., Re*, [1998] 77 ACWS (3d) 20 (BCSC)
3. *Hess, Re* (1977), 23 CBR (NS) 215 (Ont. Sup. Ct. in Bkcty)
4. *In the Matter of the Bankruptcy of Blutip Power Technologies Inc.*, (July 27, 2018), ONSC (Commercial List) Court File No. 32-2383689 ([Approval and Vesting Order](#))
5. *In the Matter of the Bankruptcy of HC Piper Manufacturing Inc.*, (November 19, 2015), ABQB, Court File No. 25-2004629 ([Approval and Vesting Order](#))
6. *In the Matter of the Bankruptcy of Sound Music Entertainment*, (May 22, 2019), ONSC (Commercial List) Court File No. 31-2467216 ([Approval and Vesting Order](#))
7. *Mimarco Investments Ltd. v Edgecastle Holdings Inc.*, [2009 CanLII 32913](#) (ONSC)
8. *Rassell, Re*, [1999 ABCA 232](#)
9. *Romspen Investment Corporation v Hargate Properties Inc.*, [2012 ABQB 412](#)
10. *Sherman Estate v Donovan*, [2021 SCC 25](#)
11. *Sierra Club of Canada v Canada (Minister of Finance)*, [2002 SCC 41](#)
12. *West Toronto Stereo Centre Ltd., Re* (1975), 19 CBR (NS) 306 (Ont. Sup. Ct. in Bkcty)
13. *Westar Mining Ltd., Re*, [1993 CanLII 496](#) (BCSC)

## SCHEDULE "B"

### TEXT OF STATUTES, REGULATIONS & BY - LAWS

#### **Bankruptcy and Insolvency Act, R.S.C. 1985, c C-36**

##### **Powers exercisable by trustee with permission of inspectors**

30 (1) The trustee may, with the permission of the inspectors, do all or any of the following things:

(a) sell or otherwise dispose of for such price or other consideration as the inspectors may approve all or any part of the property of the bankrupt, including the goodwill of the business, if any, and the book debts due or growing due to the bankrupt, by tender, public auction or private contract, with power to transfer the whole thereof to any person or company, or to sell the same in parcels;

...

##### **Remuneration of Trustee**

###### **To be voted by creditors**

39 (1) The remuneration of the trustee shall be such as is voted to the trustee by ordinary resolution at any meeting of creditors.

###### **Not to exceed 7½ per cent**

(2) Where the remuneration of the trustee has not been fixed under subsection (1), the trustee may insert in his final statement and retain as his remuneration, subject to increase or reduction as hereinafter provided, a sum not exceeding seven and one-half per cent of the amount remaining out of the realization of the property of the debtor after the claims of the secured creditors have been paid or satisfied.

...

###### **Court may increase or reduce**

(5) On application by the trustee, a creditor or the debtor and on notice to such parties as the court may direct, the court may make an order increasing or reducing the remuneration.

### **Assignment for general benefit of creditors**

49 (1) An insolvent person or, if deceased, the executor or administrator of their estate or the liquidator of the succession, with the leave of the court, may make an assignment of all the insolvent person's property for the general benefit of the insolvent person's creditors.

...

### **Appointment of Trustee**

(4) Where the official receiver files the assignment made under subsection (1), he shall appoint as trustee a licensed trustee whom he shall, as far as possible, select by reference to the wishes of the most interested creditors if ascertainable at the time, and the official receiver shall complete the assignment by inserting therein as grantee the name of the trustee.

...

### **Courts of Justice Act, R.S.O. 1990, c. C.43**

#### **Vesting Orders**

100 A court may by order vest in any person an interest in real or personal property that the court has authority to order be disposed of, encumbered or conveyed

IN THE MATTER OF THE BANKRUPTCY OF INTEGRO BUILDING SYSTEMS INC., IN THE CITY OF VAUGHAN, IN THE PROVINCE OF ONTARIO

Court File No.: BK-23-00459641-0031  
Estate No.: 31-459641

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

PROCEEDING COMMENCED AT  
TORONTO

**FACTUM OF THE TRUSTEE**

**CASSELS BROCK & BLACKWELL LLP**

Suite 3200, Bay Adelaide Centre – North Tower  
40 Temperance Street  
Toronto, ON M5H 0B4

**Alan Merskey LSO#: 41377I**

Tel: 416.860.2948  
amerskey@cassels.com

**Jane Dietrich LSO#: 49302U**

Tel: 416.860.5223  
jdietrich@cassels.com

**Alec Hoy LSO#: 85489K**

Tel: 416.860.2976  
ahoy@cassels.com

*Lawyers for MNP Ltd. as Trustee of Integro Building  
Systems Inc.*