

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.,
OF THE CITY OF VAUGHAN,
IN THE PROVINCE OF ONTARIO**

**MOTION RECORD
(RETURNABLE FEBRUARY 23, 2024)**

February 15, 2024

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

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

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

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
ahoy@cassels.com

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

TO: SERVICE LIST

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

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

INDEX

Tab	Description
1	Notice of Motion dated February 15, 2024
2	First Report to Court of the Trustee dated February 14, 2024
A	Appendix "A" – Certificate of Appointment
B	Appendix "B" – Notice of the Assignment and First Meeting of Creditors
C	Appendix "C" – Integro Building Systems Inc.'s Statement of Affairs
D	Appendix "D" – Ontario PPSA Search Results as of August 28, 2023
E	Appendix "E" – Minutes of the First Meeting of Creditors
F	Appendix "F" – Minutes of the First Meeting of Inspectors and the Second Meeting of Inspectors
G	Appendix "G" – Occupation Agreement between State Window Corporation and the Bankrupt, effective September 1, 2023
H	Appendix "H" – Notice Package of the Second Meeting of Creditors
I	Appendix "I" – Minutes of the Second Meeting of Creditors
J	Appendix "J" – Minutes of the Third Meeting of Inspectors
K	Appendix "K" – Information Memorandum for the Sale Process
L	Appendix "L" – Asset Purchase Agreement dated February 2, 2024 (redacted)

	M	Appendix "M" – Interim Statement of Receipts and Disbursements as of February 13, 2024
	N	Appendix "N" – Fee Affidavit of Sheldon Title sworn February 14, 2024
	O	Appendix "O" – Fee Affidavit of Jane Dietrich sworn February 14, 2024
3		Draft Approval and Vesting Order
4		Draft Administrative Order
5		Blackline of Draft Approval and Vesting Order to Model Approval and Vesting Order

Tab 1

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

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

**NOTICE OF MOTION
(Sale Approval Order and Administrative Order)**

MNP Ltd. (“**MNP**”) in its capacity as licensed insolvency trustee (the “**Trustee**”) of Integro Building Systems Inc. (the “**Bankrupt**”) will make a motion to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on February 23, 2024 at 11:00 a.m. (ET) or as soon after that time as the motion may be heard by judicial videoconference via Zoom at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference. The videoconference details will be circulated when available from the Court.

THE MOTION IS FOR:

1. An approval and vesting order (“**AVO**”) substantially in the form attached at Tab 3 of the Motion Record, *inter alia*:

- (a) approving the sale transaction (the “**Transaction**”) in respect of certain assets of the Bankrupt contemplated by an asset purchase agreement (the “**APA**”) between the Trustee as vendor and State Window Corporation (“**State**” or the “**Purchaser**”) as purchaser dated as of January 24, 2024;
- (b) upon the Trustee’s delivery of the Trustee’s certificate substantially in the form attached as Schedule “A” to the proposed AVO, transferring and vesting all of the

Trustee's right, title and interest in 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

(c) 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.

2. An order (the "**Administrative Order**") substantially in the form attached at Tab 4 of the Motion Record, *inter alia*: (a) approving the First Report and the activities described therein; and (b) approving the fees and disbursements of the Trustee and its counsel, as detailed in the First Report and the Affidavit of Sheldon Title sworn February 14, 2024 and the Affidavit of Jane Dietrich sworn February 14, 2024 (together, the "**Fee Affidavits**").

3. Such further and other relief as counsel may advise and this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Background

4. On August 30, 2023 (the "**Date of Bankruptcy**"), 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 was appointed as the Trustee in respect of the Bankrupt's estate (the "**Estate**").

5. During its operations, the Bankrupt was one of the largest curtain wall manufacturers and installers in North America, primarily operating out of a leased premises located in Vaughan,

Ontario (the “**Vaughan Location**”). At its peak, the Bankrupt had employed over 180 people with operations in the Greater Toronto Area and Surrey, British Columbia.

6. Within the last few years, the Bankrupt encountered financial difficulties due to a myriad of factors, including, the post-COVID-19 economic environment, high inflation, a reduced demand in services due to a decrease in office space demand, and a lack of labour and materials.

Assets & Liabilities

7. At the Date of Bankruptcy, the Bankrupt had over ten (10) construction projects that were ongoing and at various stages of completion, including the construction projects 489 King St. W., Portland Commons and 25 Ontario St. (collectively, the “**Primary Projects**”).

8. The Bankrupt’s creditors at the Date of Bankruptcy included, among others:

- (a) Canada Revenue Agency (“**CRA**”) in the amount of approximately \$4.15 million, of which a significant portion the Trustee has determined to be a deemed trust claim relating to unremitted employee source deductions (the “**Deemed Trust Claim**”);
- (b) Royal Bank of Canada (“**RBC**”), for a secured claim in the approximate amount of \$8.76 million pursuant to a secured operating line of credit and a letter of credit extended by RBC to the Bankrupt (the “**RBC Claim**”);
- (c) trade creditors for the approximate amount of \$21 million, of which potential construction trust claims are estimated to represent in excess of \$14 million of this amount (the “**Construction Trust Claims**”); and

(d) former employees for the approximate amount of \$1 million for termination and severance pay.

9. Upon its appointment, the Trustee took possession of the assets of the Bankrupt, including certain machinery and equipment located at the Vaughan Location (the “**Vaughan Assets**”) and other limited inventory of consumable goods and scrap aluminum (the “**Scrap Metal**”).

Inspectors & Creditors Meetings

10. At the first meeting of creditors, held on September 19, 2023, the creditors appointed two (2) inspectors: (i) Alina Nagu of The North Transportation; and (ii) Barry Mutis of RBC.

11. On November 27, 2023, Ms. Nagu resigned as an inspector and, on January 15, 2024, Mr. Mutis resigned as an inspector.

12. On January 31, 2024, the Trustee held a second meeting of creditors (the “**2nd Meeting of Creditors**”), in order to: (a) seek the appointment of at least one (1) new inspector; and (b) solicit the creditors’ comments, concerns and input regarding the proposed sales of the assets of the Bankrupt, including the proposed sale of the Vaughan Assets to State pursuant to the APA. The Trustee obtained a resolution appointing Sabrina Missio of CRA as an inspector (the “**Inspector**”) at the 2nd Meeting of Creditors. No creditor raised any concern or comments on the Transaction.

Administrative Agreement

13. As all of the assets in the Estate were subject to the deemed trust claim of the CRA, the Trustee did not take substantive actions in respect of the assets of the Bankrupt, including the Vaughan Assets, until it entered into an administrative agreement with CRA.

14. Following the Trustee's review of the claims of the creditors claims, on October 16, 2023, the Trustee submitted a request letter to the CRA for an administrative agreement providing the Trustee the authority to deal with the assets of the Bankrupt subject to CRA's Deemed Trust Claim and protection for its fees and disbursements (the "**Administrative Agreement**"). On November 7, 2023, CRA consented to the Administrative Agreement.

Sale Process

15. 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**"). Prior to conducting the Sale Process, the Trustee 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.

16. In preparation for the Sale Process, the Trustee:

- (a) prepared a list of the equipment and assets to be offered for sale;
- (b) prepared an Information Memorandum (the "**IM**") which detailed the key terms and conditions of sale, as well as deadlines; and
- (c) 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.

17. In light of the timing of the commencement of the Sale Process and the nature of the Vaughan Assets, the Trustee established an offer deadline of 12:00 p.m. (Toronto Time) on December 22, 2023 (the “**Offer Deadline**”).

18. On December 1, 2023, the Trustee commenced distributing the IM to the Potential Bidders, with inspections and viewings of the Vaughan Assets commencing December 5, 2023.

19. A summary of the Sale Process results is as follows:

- (a) fourteen (14) parties proceeded with a site visit to the Vaughan Location and an inspection of the Vaughan Assets, which were facilitated by the Trustee;
- (b) twelve (12) parties submitted formal offers by the Offer Deadline, consisting of four (4) companies in the same or similar industry, one (1) equipment dealer and reseller of Emmegi CNC machines and seven (7) liquidators, comprising a total of nineteen (19) offers, which were a combination of cash purchase offers (*en bloc* and piecemeal) and/or liquidation proposals that included a Net Minimum Guarantee (“**NMG**”).

20. The Trustee conducted an analysis of the offers, taking into consideration, among other things, the financial impact of conditions each bidder included in their offers and what could be realized under the NMG liquidation proposals. 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. Relevant conditions the Trustee estimated to have a financial impact included:

- (a) requiring the right to occupy the Vaughan Location on an occupancy cost free basis to conduct an auction and/or permit the removal of equipment for a period from twenty (20) to ninety (90) days;
- (b) including certain assets, such as the Scrap Metal, which were not part of the Vaughan Assets and could be realized upon by the Trustee outside of the Sale Process; and
- (c) requiring obtaining Court approval of the sale transaction in order to obtain an Approval and Vesting Order, to allow obtaining clear title to the Vaughan Assets.

21. The Transaction set out in the offer submitted by State was determined to be the value maximizing transaction in the Sale Process based upon the Trustee's determination that:

- (a) the Transaction provided for the highest net recovery for the Estate based on the Trustee's determination that:
 - (i) the Transaction exceeded the next highest *en bloc* cash purchase offer, after adjusting for occupancy cost free period and the treatment of the Scrap Metal, by approximately \$70,000; and
 - (ii) while there was a NMG liquidation offer (the "**Liquidation Offer**") that was potentially \$16,000 higher, the Liquidation Offer relied on achieving the estimated auction value set out in the Liquidation Offer and only requiring a forty-five (45) day occupancy cost free period (while acknowledging that it may require up to a sixty (60) day occupancy cost free period);

- (b) pursuant to an occupancy agreement entered into with State, State would pay all occupancy costs of the Vaughan Location, thereby ensuring such costs would not be borne by the Estate; and
- (c) the Transaction provides certainty as it does not depend on an auction sale of the Vaughan Assets, which would be subject to additional risks.

22. State operates in the same industry as the Bankrupt and, prior to the assignment, had delivered a guarantee for the completion of the Bankrupt's obligations in respect of the Portland Commons project (the "**Guarantee**"). In connection with State's attempts to fulfill its obligations under the Guarantee, State is currently occupying the Vaughan Location pursuant to an Occupation Agreement between the Trustee and State, effective September 1, 2023, in accordance with which State is paying all rent and utilities costs.

23. In light of the Trustee's determination above, the Trustee held a third meeting of inspectors on February 2, 2024 (the "**3rd Meeting of Inspectors**"), at which time 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. Following the 3rd Meeting of Inspectors, on February 2, 2024, the Trustee executed the APA with State.

APA and the Transaction

24. The material terms of the APA are set out in the First Report.

25. 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.

26. The solicitation of offers was sufficiently fulsome given the time of year, the time available to the Trustee since entering into the Administrative Agreement with CRA, and the value of the assets being offered for sale.

27. The Trustee conducted a fair and transparent marketing process, inviting all potential buyers to submit their best offers for the assets and the Transaction provides for the greatest recovery available for the benefit of the Estate in the circumstances.

28. CRA in respect of its deemed trust claim is the first priority creditor of the Estate and is supportive of the Transaction, notwithstanding that, based on expected recoveries, it is not clear that CRA's deemed trust claim will be satisfied by the Estate.

29. An Order sealing the Confidential Appendices until the completion of the Transaction is appropriate in order to avoid prejudice to the Estate in the event the Transaction is not completed.

Approval of the Fees and Costs and the First Report

30. The fees and disbursements of the Trustee and its counsel are reasonable and were properly incurred in discharging the Trustee's duties.

31. The Trustee has acted reasonably and prudently and has properly discharged the Trustee's activities as described in the First Report, and it is appropriate to approve the Trustee's activities described therein.

OTHER GROUNDS

32. Section 30 and 39 of the BIA.

33. Rules 1.04, 1.05 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

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

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

- (1) The First Report and the appendices thereto, including the Confidential Appendices;
- (2) The Fee Affidavits; and
- (3) Such further and other evidence as counsel may advise and this Honourable Court may permit.

February 15, 2024

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

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

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

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
ahoy@cassels.com

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

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

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

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION
(APPROVAL AND VESTING ORDER AND
ADMINISTRATIVE ORDER)**

CASSELS BROCK & BLACKWELL LLP

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

Jane Dietrich LSO#: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Alan Merskey LSO#: 41377I

Tel: 416.860.2948
amerskey@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

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

Tab 2

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

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

FIRST REPORT TO THE COURT SUBMITTED BY MNP LTD.,
IN ITS CAPACITY AS TRUSTEE OF THE ESTATE
OF INTEGRO BUILDING SYSTEMS INC.

February 14, 2024

I. INTRODUCTION

1. On August 30, 2023, Integro Building Systems Inc. (the “**Company**”) filed an assignment in bankruptcy (the “**Assignment**”), which was accepted by the Office of the Superintendent of Bankruptcy (Canada) (the “**OSB**”) on August 31, 2023 (the “**Date of Bankruptcy**”) pursuant to Section 49 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”). MNP Ltd. (“**MNP**”) was named as Licensed Insolvency Trustee (“**LIT**”) of the Company’s bankrupt estate (the “**Trustee**”), subject to affirmation by the creditors at the First Meeting of Creditors (as such term is later defined). A copy of the Certificate of Appointment is attached hereto and marked as **Appendix “A”**.
2. Notice of the Assignment and the first meeting of creditors to be held on September 19, 2023 (the “**First Meeting of Creditors**”) as prescribed by the BIA (the “**Notice**”) was sent on September 7, 2023, to all of the Company’s known creditors. A copy of the Notice is attached hereto and marked **Appendix “B”**.

3. Information regarding the proceeding has been posted to the Trustee’s website at <https://mnpdebt.ca/en/corporate/corporate-engagements/integrobuilding>.

II. RESTRICTIONS

4. In preparing this Report and making the comments herein, the Trustee has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information, the Company’s books and records, discussions with employees and management of the Company and information from other third-party sources (collectively, the “**Information**”). Except as described in this Report, the Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.

III. PURPOSE OF THIS REPORT

5. The purpose of this Report is to, *inter alia*:
 - a. provide information to the Court regarding the administration of the Company’s bankruptcy estate (the “**Estate**”), including:
 - i. the status of the Estate, including its assets and liabilities;
 - ii. the Trustee’s and its counsel’s activities; and
 - iii. the sale process conducted by the Trustee and the results therefrom; and
 - b. provide the Court with the Trustee’s recommendations for an Order(s), *inter alia*:
 - i. approving the asset purchase agreement dated as of January 24, 2024 (the “**APA**”) entered into between the Trustee and State Window Corporation (the “**Purchaser**” or “**State**”), and authorizing the Trustee to take all steps necessary to complete the transaction contemplated under the APA;
 - ii. vesting all right, title and interest, if any of the Company in and to the Purchased Assets (as such term is defined in the APA) in the Purchaser or as it may otherwise direct, free and clear of any encumbrances, save and except as otherwise contemplated by the APA;

- iii. sealing the confidential appendices described below, pending the closing of the transaction contemplated by the APA;
- iv. approving the activities of the Trustee as set out in this Report; and
- v. approving the fees and disbursements of the Trustee and its legal counsel, Cassels Brock & Blackwell LLP (“**Cassels**”) as set out in the Fee Affidavits (as such term is later defined).

IV. BACKGROUND INFORMATION

- 6. The Company is an Ontario corporation and is a wholly owned subsidiary corporation of Integro IBS Holdings Inc. (“**IBS Holdings**”). IBS Holdings filed an assignment into bankruptcy on January 31, 2024 and MNP Ltd was appointed as the LIT of the IBS Holdings’ estate, subject to affirmation by the creditors. The Company was one of the largest curtain wall manufacturers and installers in North America and carried on business from a 92,600 square foot leased premises at 8811 Huntington Road, Vaughan, Ontario (the “**Vaughan Location**”). The Company had employed at one time over 180 people and had, in addition to the Vaughan Location, leased premises at 17548 65A, Avenue, Surrey, British Columbia (the “**Surrey Location**”) and an outside storage yard in Waterdown, Ontario.
- 7. The Company encountered financial difficulties because of, among other things, problems it had on a US project, the economic situation after COVID-19, which included logistical challenges, high inflation (rising costs of wage and materials), and lack of labour and materials resulting from well documents employment trends and supply chain disruptions during the pandemic period. Additionally, the Company’s financial situation worsened due to fixed price contracts it could not change on projects, coupled with lower demand for its curtainwall product as the demand for commercial office space lessened due to people increasingly working from home.
- 8. In July 2023 and prior to the Date of Bankruptcy, the Company closed its operations in British Columbia and subleased the Surrey Location, along with certain equipment located there (the “**Surrey Assets**”), to a third party, Sudac Consulting Inc. (“**SCI**”).

9. As a consequence of the earlier noted factors and their impact on cash flows, the Company began to accumulate significant liabilities to its suppliers, subcontractors and Canada Revenue Agency (the “**CRA**”). To deal with its financial issues, certain of the Company’s directors injected approximately \$6.1 million into IBS Holdings in 2022, which funds were then lent to the Company. Also, in the months leading up to the Date of Bankruptcy, the Company asked its general contractors and the owners of the current projects for financial assistance by means of earlier draws, advances on future draws and direct payments to suppliers. While these measures helped the Company continue to operate in the interim, they ultimately did not resolve the underlying working capital problems. In August 2023, the Company’s management, with MNP’s assistance, undertook an analysis of the working capital and cash flow required to complete three (3) projects, namely 489 King St. W., Portland Commons and 25 Ontario St. (collectively, the “**Primary Projects**”), which were significant in scope, time and material investments, and in the midst of construction (the “**WC Analysis**”). The WC Analysis determined that over \$20 million in working capital funding was required to complete these Primary Projects.
10. The WC Analysis was provided to the Company’s board of directors (the “**Directors**”) and on or about August 29, 2023, the Directors determined that they could no longer continue to financially support the business and that the Company needed to file an assignment in bankruptcy.
11. At the Date of Bankruptcy, the Company had over ten (10) projects that had not been fully completed, including the Primary Projects.
12. Prior to the Assignment, and in preparation therefor, the Trustee retained Cassels as its independent legal counsel, which was subsequently affirmed by the inspector of the estate at the first meeting of inspector.
13. The Trustee received a retainer of \$287,000 (the “**Retainer**”) from the Directors to cover the costs of administering the bankruptcy in case there was no fee arrangement or Administrative Agreement (as such term is later defined) entered into between the Trustee and CRA and/or other parties, or if such arrangements were insufficient to cover all of the Trustee’s fees and disbursements, including those of its legal counsel, Cassels.

V. THE COMPANY’S ASSET AND LIABILITIES

The Assets

14. The Company’s assets and their estimated gross realizable values, according to its sworn Statement of Affairs (“SOA”) are summarized as follows:

Asset Description	Estimated Gross Realizable Value (\$)
Inventory	11,000
Machinery, Equipment and Plant	724,000
Vehicles	60,000
Accounts Receivable	9,983,018
Leased Computer Equipment	10,000
Total	10,788,018

A copy of the SOA is attached hereto as **Appendix “C”**.

15. The physical assets of the Company are primarily located at the Vaughan Location, with the remainder at the Surrey Location and leased to SCI as part of the sublease arrangement for such location.

16. The Company had limited inventory, as primarily all of the goods and material present represented the Projects’ Property (as such term is later defined). At the Date of Bankruptcy, the only inventory identified by the Company pertained to consumable goods (e.g., screws, bolts, hardware, gaskets, etc.) that were not project specific, as well as scrap aluminium from old and completed projects that still had value in the scrap metal market. The Trustee also identified certain other materials (e.g., glass, embeds, etc.), upon conducting an inventory of the Projects’ Property, that were associated with certain projects but had not been paid for by the project’s owner/general contractor and thus remained the property of the Company (the “**Other Inventory**”).

17. The “Machinery, Equipment and Plant” set out in the SOA is comprised of the Property at the Vaughan Location (the “**Vaughan Assets**”) and the Surrey Assets. The Trustee engaged Infinity Asset Solutions Inc. (“**Infinity**”) to appraise the Vaughan Assets and the Surrey Assets on a forced liquidation basis. Infinity prepared and issued an appraisal report dated October 11, 2023 (the “**Appraisal Report**”). Included in the Vaughan Assets is one

(1) CNC machine (the “**CNC Machine**”) that is subject to a financing lease between State and the Company, but which State had never received any payments for. The CNC Machine represents approximately fifteen (15%) percent of the appraised value of the equipment at the Vaughan Location. A copy of the Appraisal Report is attached hereto as **Confidential Appendix “1”**.

18. The “Vehicles” referenced in the SOA consisted of one (1) 2022 Dodge RAM 2500 and one (1) 2006 Dodge RAM 1500. The two (2) trucks are not included in the Appraisal Report, however, Infinity did later provide appraisals of the Vehicles through email correspondence with the Trustee. The 2022 Dodge RAM 2500 was financed by RBC.

19. The “Accounts Receivable” referred to in the SOA represents the interim draw/progress billing and holdback receivables related to eleven (11) projects. The recovery of these amounts by the Estate depends on many factors, including but not limited to the extent of liens or claims by unpaid suppliers, warranty issues, the percentage of completion, the costs to complete, and possible damages suffered. Commentary on the Trustee’s collection efforts is discussed in greater detail later in this Report.

20. The “Leased Computer Equipment” referenced in the SOA represents various computers and networking equipment that the Company had financed through Vault Credit Corporation (“VCC”).

The Liabilities

21. The Company operated in the construction industry, so a significant portion of the Company’s trade liabilities relate to suppliers and subcontractors, who hold certain trust claims pursuant to the respective provincial construction legislation. The Company had total trade liabilities of approximately \$21 million, with the potential construction trust claims estimated to represent in excess of \$14 million of this figure as of the Date of Bankruptcy. Commentary on the Trustee’s and Cassels’ activities in addressing lien and vendors’/suppliers’ claims are discussed in greater detail later in this Report.

22. In addition to the trade debts, there was over \$1 million owed to former employees for termination and severance pay.

23. At the Date of Bankruptcy, the Company was indebted to CRA for unremitted employee source deductions, including interest and penalties, of approximately \$4.15 million (“**CRA’s Claim**”). A significant portion of CRA’s Claim represents a deemed trust claim pursuant to Subsection 227(4) of the *Income Tax Act* and related legislation (the “**Deemed Trust Claim**”). Commentary on the Trustee’s activities associated with its interactions with CRA, and the trust examination are discussed in greater detail later in this Report.
24. Royal Bank of Canada (“**RBC**”) was the Company’s banker and operating lender, providing credit facilities and an operating line of credit with a total credit facility limit of approximately \$10 million, which is secured by a general security agreement (“**GSA**”) over all the assets of the Company. Cassels has reviewed the security held by RBC and has provided a legal opinion, subject to standard and typical qualifications, confirming the validity and enforceability of RBC’s security as against the Trustee. At the Date of Bankruptcy, approximately \$8.5 million had been advanced by RBC, and a further \$260,000 was associated with a letter of credit provided on the Portland Commons project that had not yet been called upon.
25. Attached hereto as **Appendix “D”** is copy of the Ontario Personal *Property Security Act* (“**PPSA**”) registration search, file currency date of August 28, 2023, which reveals security registrations in favour of RBC, State and VCC. In addition, there is a registration by IBS Holdings in connection with its advance to the Company, and registrations by two equipment rental companies, Bercon Rental Inc. and TIP Fleet Services Canada Ltd. There is also a registration in favour of Export Development Canada (“**EDC**”), which the Trustee understands is related to a loan that has been repaid, and whose PPSA registration should have been discharged.

VI. THE TRUSTEE’S ACTIVITIES

26. On the Date of Bankruptcy, the Trustee went into possession and occupation of the Vaughan Location in order to protect the Company’s assets located there and address certain third-party goods that a number of general contractors/project owners asserted an ownership interest in, having directly purchased the goods for their construction project

from vendors/suppliers and/or purchased from the Company prior to the Date of Bankruptcy (the “**Projects’ Property**”).

27. At the First Meeting of Creditors held on September 19, 2023, the Trustee reviewed its preliminary report to creditors (the “**Preliminary Report**”), addressed questions from the attending creditors and MNP was affirmed as the LIT of the Estate and two (2) inspectors were appointed: Alina Nagu of The North Transportation and Barry Mutis of RBC. The Trustee subsequently learned that CRA had desired to have someone appointed, but due to technology issues it experienced during the meeting, CRA was unable to request such person be added to the slate of proposed inspectors before it was voted upon. A copy of the Minutes of the First Meeting of Creditors, including the Preliminary Report, is attached hereto as **Appendix “E”**.
28. As noted in the Preliminary Report, all of the assets, properties and undertakings of the Company (the “**Property**”) are subject to security interests and/or priorities in law, including trust and deemed trust claims. Accordingly, the Trustee advised that unless it entered into an administrative agreement with CRA and/or another engagement to act on behalf of other secured or priority creditors, the Property would not form part of the estate to be administered by the Trustee.
29. As significant information needed to be assembled concerning the expected realizations and CRA’s Claim, it was not until October 16, 2023, that the Trustee submitted a request letter to CRA for an administrative agreement (the “**Administrative Agreement**”) seeking to provide the Trustee with the authority to deal with the Property subject to CRA’s Deemed Trust Claim, as well as protection for its fees and disbursement in realizing on the Property. The Administrative Agreement was consented to by CRA on November 7, 2023.
30. To assist in the administration of the Estate, the Trustee retained the Company’s former Chief Financial Officer, Barry (Alex) Wannan, given his extensive knowledge of the outstanding construction projects, including the associated receivables and vendor/supplier payables, as well as the Company’s accounting systems. In addition, and invaluable to the administration of the Estate was Mr. Wannan’s pre-existing relationships with key persons

at the general contractor, project owner, vendor/supplier, landlord, and former employee levels.

31. Ms. Nagu resigned as an inspector on November 27, 2023, just prior to the convening of the first meeting of inspectors. The Trustee held inspector's meetings on [List dates]. Copies of the minutes of the first two (2) meetings of the inspector are attached as **Appendix "F"**, which details the limited matters addressed by the inspector therein. Mr. Mutis resigned as inspector on January 15, 2024.
32. A second meeting of creditors was held on January 31, 2024 (the "**2nd Creditors' Meeting**"). The 2nd Creditors' Meeting was called, primarily in order to allow the appointment of at least one (1) new inspector. At the 2nd Creditors' Meeting, Ms. Sabrina Missio of CRA was appointed as an inspector.
33. In addition to the other common and routine statutory activities carried on by a LIT in the administration of a bankruptcy estate, the bankruptcy of a construction company requires more complicated, complex and extensive work to discharge its duties. In the case of this Estate, the Trustee's activities also included the following:
 - a. Occupation Agreement with State – In connection with the Trustee's occupancy of the Vaughan Location, the Trustee entered into an occupation agreement with State, effective September 1, 2023 (the "**Occupation Agreement**"). The Occupation Agreement was necessary as State had a need for the Vaughan Location and to use certain of the Vaughan Assets to finish the Portland Commons project, for which it had delivered a guarantee for the Company's completion of its obligations in respect thereto. The Trustee required the Occupation Agreement as a means to cover the rent cost (approximately \$125,000/month) of the Vaughan Location while it administered the Estate. As detailed in other parts of this Report, this arrangement allowed the Trustee to deal with the Projects' Property and also to store the Property and books and records located at the Vaughan Location until such time as they could be addressed (i.e., sold by the Trustee or dealt with by CRA or RBC). State has paid all rent and utilities costs for the Vaughan Location following the Date of Bankruptcy in consideration for accessing the Vaughan Location and using some

of the Property there. A copy of the Occupation Agreement is attached hereto as **Appendix “G”**.

- b. Inventorizing, Release and Removal of the Projects’ Property – Significant time and effort was expended by the Trustee, which also required the involvement of Cassels, in connection with the identification, inventorizing and releasing of the Projects’ Property as contemplated in Section 81 of the BIA in a timely manner and to limit disruptions to the projects. The Projects’ Property primarily related to three (3) projects: 25 Ontario St. for First Gulf Inc., Portland Commons for EllisDon Corporation and 489 King St. W. for a single-purpose entity of Westbank Projects Corp. As an added benefit of the Occupation Agreement, the presence of State at the Vaughan Location provided a qualified labour force to be utilized by the Trustee to conduct inventory counts and assist in the removal of the Projects’ Property.
- c. Lien Claims and Actions Commenced by Suppliers – The Trustee and Cassels have addressed the claims of several lien claimants by: (i) in each instance where requested, providing consent to lift the stay of proceedings granted in the Company’s proceedings under the BIA for the sole purpose of permitting such claimant to issue and serve their claim against the Company so as to allow them to perfect their lien claim; and (ii) in the case of one lien claimant, facilitating certain information requests of the lien claimant, subject to a cost reimbursement agreement for the benefit of the Estate and in respect of the Trustee and Estate’s efforts related thereto. The Trustee and Cassels have also each communicated with each such lien claimant as applicable to provide background information on the status of the bankruptcy and the appropriate process to be followed.
- d. Analysis and Collection of Accounts and Holdback Receivables – The Trustee has commenced a review and analysis of all of the accounts and holdback receivables to determine their collectability and the amount that could be expected. As noted earlier in this Report, the recovery of these receivable amounts by the Estate depends on many factors, including but not limited to the extent of liens or claims by unpaid suppliers, warranty issues, the percentage of completion, the costs to now

complete, and possible damages suffered. For many of the accounts, these factors cannot be finalized until completion of the project, which are still ongoing. However, the Trustee has settled, with inspector approval, the SickKids project account receivable and, as of the date of this Report, is awaiting receipt of approximately \$1.8 million from PCL and a potential further ~\$200,000 in about four (4) years, once the warranty period expires. The Trustee and Cassels also undertook a review of the accounts with a view of assessing the cost-benefit of registering liens on projects, if available, from which it was determined that there was no benefit, given the existence of set-off claims or prior trust claims being asserted by various counterparties.

- e. Disposition of Inventory – As noted earlier in this Report, there was some Other Inventory identified. Due to the urgent nature of requests for materials related to the Other Inventory (e.g., embeds are needed to be set before concrete is poured, gaskets need to be installed before cranes are removed, etc.), the Trustee initially sold some of these small dollar items without inspector approval in order to avoid damage claims being asserted against the Estate and the Trustee. Afterwards, the Trustee received a resolution of inspectors at the second meeting authorizing the Trustee to sell the items of the Other Inventory, without needing inspector approval for any transaction not exceeding \$10,000, exclusive of HST, and provided that the aggregate consideration for all such transactions does not exceed \$50,000, exclusive of HST, *nunc pro tunc*. As of the date of this report, the sales of the Other Inventory have been approximately \$20,000.

- f. CRA Claim – As noted earlier in the Report, and notwithstanding that the Trustee believes the indebtedness to CRA totals \$4.15 million. CRA has, pending the completion of its trust examination, filed a claim with the Trustee totaling only \$3.6 million for unremitted source deductions, of which it has claimed a Deemed Trust Claim of approximately \$3 million. It should be noted that the figure claimed by CRA to date is based on the Company’s payroll filings up to the Date of Bankruptcy and therefore did not include the two (2) payroll filings that were not due until after the Date of Bankruptcy. Accordingly, the total indebtedness to CRA for unremitted

source deductions, and potentially the Deemed Trust Claim, may be higher . The Trustee requested and CRA has a commenced a trust examination in order to more definitively determine the amounts owing to CRA and the extent of the Deemed Trust Claim. Technical issues on the part of CRA, as well as with the Company’s accounting system delayed the submission of its 2023 T4 returns, in addition to affecting the Trustee’s ability to fully access the Company’s My Business Account (CRA’s online portal) in order to file returns, submit documents, etc. Consequently, the trust examination has not been completed as of the date of this Report. In addition, with respect to the payroll account, the Trustee took steps to have the Company’s accounts payable subledger updated for all the supplier invoices not posted/recorded in the Company’s accounting system at the Date of Bankruptcy, so as to permit the proper filing of the Company’s July and August 2023 Harmonized Sales Tax (“**HST**”) returns that were outstanding at the Date of Bankruptcy.

- g. Employee Matters – The administration of the Wage Earner Protection Program (the “**WEPP**”) was significant as it involved over 100 former employees and was further complicated by the fact that some of the employees were on short-term contracts with State, that were entered into immediately following the Company’s bankruptcy filing. Furthermore, extra effort was required by the Trustee in order to determine the eligibility of such employees retained by State and involved various discussions and correspondence with Service Canada and the Ontario Ministry of Labour. Initially, Service Canada rejected the WEPP claims filed by this group of employees, but later allowed those claims upon receiving additional information from the Trustee. Besides the WEPP, the Trustee has been involved in the winding-up of the Company’s Group deferred profit sharing plan (the “**DPSP**”) administered by RBC Group Advantage (the “**Plan Administrator**”) in order to permit the release of funds to the Company’s former employees. Additionally, thirty-six (36) former employees and approximately \$113,000 in contributions made by the Company were not vested at the Date of Bankruptcy (the “**Unvested Funds**”). The Trustee considers the former employees as stakeholders,

since they have a beneficial interest in the DPSP. In order to ensure a fair and equitable outcome and given that the Unvested Funds are subject to the priority claim of CRA and potentially RBC under its GSA, the Trustee concurrently sought both parties consent to waive the two-year vesting period, effectively giving up their claim to the Unvested Funds, in order to allow the Unvested Funds to be released to these former employees. Unfortunately, RBC advised that it would not disclose its position on the Unvested Funds until it knew what CRA's position was. When the Trustee spoke to CRA, CRA advised that it could not agree to consent and permit the release of its claim, only for RBC to then not consent and claim the Unvested Funds. As of the date of this Report the Unvested Funds still remain held by the Plan Administrator.

- h. Investigation of Outstanding Legal Actions – The supplier of glass sued the Company on one of its projects for nonpayment. The Company had, prior to the Date of Bankruptcy countersued the supplier for damages it suffered due to alleged defective glass supplied. The Trustee has spoken both with the counsel for the supplier, as well as the counsel retained by the Company in the countersuit, in order to make a preliminary assessment of the cases and the potential cost-benefit for the Estate in proceeding. The Trustee intends to discuss next steps in this regard with the inspector, CRA and RBC as appropriate.
- i. RBC Inquiries – The Trustee and Cassels have expended time attending virtual meetings with, corresponding with and providing information to RBC, its legal counsel and its consultants, KPMG LLP (“**KPMG**”), in connection with, among other things, the administration of the Estate, the estimated realizations, CRA's Deemed Trust Claim, the offers received for the Vaughan Assets and the proposed sale to State.
- j. Convening the 2nd Meeting of Creditors – The 2nd Creditors' Meeting was called by the Trustee pursuant to Subsection 103(1) of the BIA in order to fill the vacancy in inspectors, but also to solicit the creditors' comments, concerns and input concerning the proposed sales of the equipment and other property of the Company.

A copy of the notice package of the 2nd Creditors' Meeting is attached hereto as **Appendix "H"**. At the 2nd Creditors' Meeting the Trustee provide a brief update on the administration of the Estate, sought nominations for inspectors to fill the vacancies, obtained a resolution appointing Sabrina Missio of CRA to be an inspector and sought comments from the creditors on the proposed sales to State and SCI (as discussed further below), following a review of the information provided for the creditors' consideration on this topic that was sent with the meeting notice. A copy of the Minutes of the Second Meeting of Creditors is attached hereto as **Appendix "I"**.

- k. Convening the Third Meeting of Inspector – At the third meeting of inspector held on February 2, 2024 (the "**3rd Meeting of Inspector**"), the inspector authorized and approved the sale to State of the Vaughan Assets, subject to Court approval, authorized and approved the sale of the Surrey Assets to SCI and approved the settlement of the receivable on the SickKids project. A copy of the Minutes of the Third Meeting of Inspector is attached hereto as **Appendix "J"**.
- l. Sale Process for the Vaughan Assets – In mid-November 2023, the Trustee commenced steps to market and sell the Vaughan Assets, which culminated in the APA which is now before this Court. A detailed discussion of the sale process and APA is provided later in this Report.
- m. Sale of the Surrey Assets – With respect to the Surrey Assets, the Trustee determined it was in the best interest of the Company's creditors to negotiate an offer with SCI for the purchase of the assets due to:
 - i. the limited value of the Surrey Assets as based upon the Appraisal Report;
 - ii. the potential costs (e.g., occupancy/storage & moving, selling commissions, etc.) associated with dealing with the assets given they were located in Surrey, British Columbia; and
 - iii. the Trustee was not in occupation of the Surrey Location.

The Trustee negotiated an offer with SCI (the “**SCI Offer**”) for an amount that was slightly higher than the value stated in the Appraisal Report for the Surrey Assets. The Trustee shared the SCI Offer with CRA, RBC, its consultant, KPMG, and the inspector, in order to solicit their comments, concerns and ultimately their approval/consent to proceed with completing a transaction. CRA approved/consented to the SCI Offer. In the Jan 10th Email (as such term is later defined) neither RBC nor the inspector identified any concerns with the SCI Offer but also did not indicate whether they were supportive or not of it. As a follow-up and based on a discussion with RBC’s consultant on January 11, 2024, KPMG advised that it was unaware of any concerns or issues with the SCI Offer. Following obtaining inspector approval for the SCI Offer at the 3rd Meeting of Inspector, the Trustee completed a sale with SCI on February 14, 2024 pursuant to a Bill of Sale with SCI.

VII. THE VAUGHAN ASSETS SALE PROCESS

Vaughan Assets

34. As noted earlier in this Report and as stated in the Preliminary Report:

“..., all the assets in the estate are subject to Deemed Trust Claims, Construction Trust Claims and/or the claims of the Company’s secured creditors, which includes RBC.

Any realization activities commenced by the Trustee are subject to the Trustee first entering into an administrative agreement with CRA, and/or the Company’s other priority and secured creditors. Given the above and the extent of trust, priority and secured claims versus the Company’s assets, the Trustee does not anticipate that there will be any funds to be available for distribution to the Company’s unsecured creditors.”

35. As a consequence, no formal steps to market and sell the Vaughan Assets were undertaken until after receipt of CRA’s consent to the Administrative Agreement (November 7, 2023). Given the passage of time from the Date of Bankruptcy and nature of the business and the

state of its contracts/projects, it was not viable to sell the Company's enterprise value or business. Instead, the Trustee was limited to selling only the remaining assets of the Company.

36. In preparation for the sale of the Vaughan Assets, the Trustee:

- a. prepared a list of equipment and assets to be offered for sale;
- b. prepared an Information Memorandum (the "**IM**"), which detailed the key terms and conditions of sale, as well as deadlines. A copy of the IM is attached hereto as **Appendix "K"**.
- c. based on the parties that contacted the Trustee with an interest in purchasing certain of the Vaughan Assets and parties the Trustee had identified based its own prior experience selling assets and contacts within the industry, assembled a list of twenty-eight (28) parties (the "**Potential Bidders**"). The Potential Bidders included six (6) companies in the same or similar industry, one (1) equipment dealer and reseller of the Emmegi CNC Machines and twenty-one (21) liquidators.

37. Due to the time of year (i.e. near the Christmas holidays) and given that it was only assets that were going to be offered for sale, a short marketing and due diligence process was established, which called for offers by 12 PM (Toronto Time) on December 22, 2023 (the "**Offer Deadline**").

38. Following consultation with CRA¹ on the process proposed, on December 1, 2023, the Trustee commenced distributing the IM to the Potential Bidders, with inspections and viewings commencing December 5, 2023.

¹ On November 26, 2023, the Trustee sent a proposed agenda to the inspectors in order to schedule an inspectors' meeting. One of the activities to be discussed was the "Status of the equipment and outline the sale process for the equipment". However, Ms. Nargu resigned as inspector and Mr. Mutis (the remaining inspector who is an employee of RBC) indicated that he required more time to review prior to having a meeting and later was only prepared to have a meeting to deal solely with the disclaimer of the three (3) location leases. Given the holidays approaching and the need to commence the sale process immediately, the Trustee proceeded without further discussion with Mr. Mutis on the sale processes.

39. Fourteen (14) interested parties proceeded with a site visit to the Vaughan Location and an inspection of the Vaughan Assets for Sale, all of which were facilitated by the Trustee.
40. By the Offer Deadline, twelve (12) parties (the “**Bidders**”) had submitted formal offers. The Bidders included four (4) companies in the same or similar industry, one (1) equipment dealer and reseller of the Emmegi CNC Machines and seven (7) liquidators. In total there were nineteen (19) offers, which were a combination of cash purchase offers (*en bloc* and piecemeal) and/or liquidation proposals that included a Net Minimum Guarantee (“**NMG**”).
41. A summary and analysis of the cash purchase offers and liquidation proposals received was prepared by the Trustee (the “**Offer Analysis**”), for the purpose of comparing the offers on an “apples to apples” basis. A copy of the Offer Analysis is attached hereto as **Confidential Appendix “2”**. This meant adjusting the offers in the Offer Analysis to address/reflect the financial impact of conditions the Bidders had included in their offers, as well as attempting to estimate what could be realized under the NMG liquidation proposals. In this regard, the Trustee estimated the gross proceeds to be realized at auction under the liquidation proposals would be the values based primarily on the Appraisal Report and other information provided by Infinity (the “**Estimated Auction Value**”). The conditions that had a financial impact on the offers were as follows:
- a. requiring the right to occupy the Vaughan Location on an occupancy cost free basis to conduct an auction and/or permit the removal of equipment for a period from twenty (20) to ninety (90) days;
 - b. including certain assets, namely scrap metal, which were not part of the Vaughan Assets for Sale, since the Trustee intended to realize upon same separately from this sale process; and
 - c. requiring obtaining Court approval of the sale transaction in order to obtain an Approval and Vesting Order (“**AVO**”), to allow obtaining clear title to the Vaughan Assets.

42. Based on the Offer Analysis, the cash purchase offer from State appeared to the Trustee to be the most favourable with the least amount of risk. There was a NMG liquidation offer from one of the auctioneers/liquidators. (the “**Auctioneer**”) which was potentially \$38,000 higher but was determined to contain greater risks as that result relied on the Auctioneer achieving the Estimated Auction Value, as well as providing an occupancy cost free period of only forty-five (45) days, when its liquidation proposal contemplated an occupancy cost free period between forty-five (45) and sixty (60) days. This differential in offers between State and the Auctioneer was reduced to only approximately \$16,000, when State later increased its offer by approximately \$22,000 to address the additional cost of obtaining an AVO.
43. In comparison to the next highest *en bloc* cash purchase offers received, State’s revised offer exceeds such adjusted offer (i.e. adjusted for occupancy cost free period and scrap metal) from the Auctioneer by approximately \$70,000, which also assumed that the occupancy cost free period would be only forty-five (45) days and not sixty (60) days.
44. The major factor that made State’s offer financially better than virtually all other offers/proposals was that State is already paying the rent and other occupancy costs under the Occupation Agreement and therefore such costs are not to be borne by the Estate.
45. The Offer Analysis and the Trustee’s reasoning for recommending State’s offer was shared with CRA, RBC’s consultant, KPMG, and Mr. Mutis (as he was then also the inspector), in order to solicit their comments, concerns and ultimately their approval/consent to proceed with completing a transaction.
46. CRA approved/consented to the offer from State. However, Mr. Mutis, in an email January 10, 2024 (the “**Jan 10th Email**”), responded to the Trustee advising:

“... Given that development [the need for an AVO], there is no need for inspector approval for the State Window transaction, as you will be seeking Court approval.... In my capacity as an inspector, I do have certain concerns with the steps that have been taken to date by the trustee leading up to the proposed Sale Transactions. I do not see the need to get into a debate about

this at this time, save and except to advise of those concerns and to communicate to you that you are best to obtain your authorizations in respect of the Sale Transactions in your motion to the Court. In light of this, no inspector meeting should be convened in respect of the Sale Transactions.

On the second issue with regard to RBC's consent to the Sale Transactions, as you can appreciate, since you will be bringing a motion to obtain an AVO for State Window, and likely seeking Court authorization/direction on the Sudac Consulting transaction, RBC will need to be served with the trustee's materials in connection with the relief sought so that it can instruct its counsel as to what RBC's position will be on the relief sought from the Court..."

47. In response to the Jan 10th Email, on January 10, 2024, the Trustee replied to the inspector to seek details on his concerns (the "**Trustee's Reply**") to see if it was possible to address same or at the very least to be able to bring such concerns to the attention of this Court in connection with sale approval motion. A copy of the email correspondence including the Jan 10th Email and the Trustee's Reply is attached hereto as **Confidential Appendix "3"**.
48. On January 11, 2024, the Trustee contacted RBC's consultant, KPMG, in an attempt to try and understand why RBC was withholding its approval/consent for the sale to State. Based on this verbal discussion with KPMG, the Trustee understands that RBC is of the opinion that the offer from State is too low, given their need for the equipment and the higher cost alternative of buying new.
49. In response to the Trustee's Reply, on January 15, 2024, RBC's appointed inspector, Mr. Mutis, advised that he was resigning as an inspector.
50. At the 2nd Creditors' Meeting, the Trustee sought comments, concerns and input from the creditors concerning the proposed sale to State, as well as the appointment of a new inspector; the creditors had no comments or concerns on the sale to State and RBC did not attend the meeting. At the 3rd Meeting of Inspector, the inspector approved/authorized,

inter alia, the offer from State and directed the Trustee to proceed to complete the transaction.

51. On February 2, 2024, the Trustee executed the APA with State. A redacted copy of the signed APA is attached hereto as **Appendix “L”**, with a full unredacted copy of the signed APA attached as **Confidential Appendix “4”**.

VIII. THE APA AND COURT APPROVAL

52. State is a local business in Vaughan, Ontario and is a member of the same corporate group of companies as the Company. State has advised the Trustee that although State and IBS Holdings (the Company’s direct 100% shareholder) share certain shareholders in common, the holdings of these common individuals or entities do not give rise to the requisite element of “control” for “related persons” contemplated by subsection 4(2)(c) of the BIA.

53. The key terms of the APA are as follows:

- a. State has provided a substantial deposit, in excess of \$100,000.00;
- b. the APA contemplates the balance of the Purchase Price being paid in cash in full at closing;
- c. the APA is conditional on the Trustee obtaining an Order approving the sale and vesting title to the Purchased Assets in and to State, free and clear of any and all encumbrances (“**Approval and Vesting Order**”) by February 23, 2024, with closing by no later than three (3) days following the granting of the Approval and Vesting Order; and
- d. the APA does not contain any other material conditions or impediments to an expeditious closing.

54. The Trustee is of the view that the transaction with State, as detailed in the APA, is the best offer and should be approved for the following reasons:

- a. the solicitation of offers was sufficiently fulsome given the time of year, the time available to the Trustee since entering into the Administrative Agreement with CRA, and the value of the assets being offered for sale;
- b. the Trustee has conducted a fair and transparent marketing process and has invited all potential buyers to submit their best offers for the assets. The Trustee has not received any higher or better offers than State's offer, which indicates that the market value of the assets is reflected in State's offer;
- c. the Trustee faces a limited pool of buyers who are in the same or similar business as the Company and therefore additional marketing efforts are unlikely to result in a better financial outcome;
- d. State's offer provided for a higher net recovery than the other offers, with the liquidation offers requiring the Trustee to incur additional costs of occupation, etc.;
- e. State's offer is more certain than the liquidation offers, as it does not depend on the outcome of the sale of the assets in the open market, which could be affected by the state of the real estate and construction sector, the demand and supply of the assets, and the timing and location of the sale;
- f. there were multiple bids for the Vaughan Assets, both from parties within the industry and from reputable liquidators, all of which represents a commercially reasonable result in the circumstances;
- g. the inspector of the Estate approved/authorized the offer and directed the Trustee to complete the transaction; and
- h. CRA, as the holder of the Deemed Trust Claim in first priority to these assets and who at the date of this Report will suffer a shortfall based on current and expected known realizations, is supportive of the contemplated transaction.

55. The Trustee is of the view that the granting of the Approval and Vesting Order which is a condition of the offer from State and is a term of the APA is appropriate in relation to this

transaction with State to allow clear title to be conveyed in and to the Vaughan Assets for the following reasons:

- a. CRA's deemed trust claim, although not yet finalized, is expected to exceed the amount of realizations expected from the APA and is may not be satisfied in full from realizations of the Estate; with the exception of the registration in favour of EDC, there are three (3) GSA registrations under the PPSA, where such secured creditors will not be fully repaid or receive any distributions from the Company's insolvency; and
 - b. there is a PPSA registration by VCC for computer equipment that forms part the Vaughan Assets to be sold to State.
56. Based on the foregoing, the Trustee respectfully requests the authorization of the Court to enter into and complete the APA and vest all right, title and interest of the Company in the Purchased Assets in favour of the Purchaser, or as it may otherwise direct, free and clear of any encumbrances, save and except as otherwise contemplated by the APA.
57. Given the commercially sensitive nature of certain documents and the potential impact on the closing of the contemplated transaction, the Proposal Trustee is requesting that certain documents identified as a "Confidential Appendix" be sealed pending the closing of a transaction contemplated by the APA.

IX. INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

58. Attached hereto as **Appendix "M"** is the Trustee's interim statement of receipts and disbursements as of February 13, 2024 (the "**R&D**"). The R&D reflects the net receipts over disbursements of \$168,069.77, excluding any deposits held in trust and received from State and others.

X. PROFESSIONAL FEES

59. The Trustee's accounts for the period from August 28, 2023 to January 31, 2024 total \$263,778.10 (exclusive of HST). The affidavit of Sheldon Title, sworn February 14, 2024

(the “**Trustee Fee Affidavit**”) as to the fees of the Trustee is attached hereto as **Appendix “N”**.

60. Cassels’ accounts for the period from August 31, 2023 to January 31, 2024 total \$68,609.42 (exclusive of HST). The affidavit of Jane Dietrich, sworn February 14, 2024 (the “**Cassels Fee Affidavit**” and, together with the Trustee Fee Affidavit, the “**Fee Affidavits**”) as to the fees and disbursements of Cassels in its capacity as independent legal counsel to the Trustee is attached hereto as **Appendix “O”**.

61. The Trustee is of the view that Cassels’s accounts are reasonable in the circumstances and respectfully requests that this Court approve its fees and disbursements and those of its legal counsel as set out in the Fee Affidavits.

62. Subject to this Court’s approval, the fees and disbursements of the Trustee and its legal counsel, Cassels, are to be paid pursuant to the Administrative Agreement, as may be amended, and from the Retainer.

XI. RECOMMENDATION

63. Based on the foregoing, the Proposal Trustee respectfully recommends that the Court make an order granting the relief detailed in paragraph 5(b) of this Report.

All of which is respectfully submitted on this 14th day of February 2024.

MNP LTD.,
in its capacity as Trustee of the
Estate of Integro Building Systems Inc.
Per:

A handwritten signature in blue ink, appearing to read "Matthew E. Lem".

Matthew E. Lem, CIRP
Licensed Insolvency Trustee

Appendix “A”



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of: ONTARIO
Division No.: 09 - Toronto
Court No.: 31-459641
Estate No.: 31-459641

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Bankruptcy of:
Integro Building Systems Inc.
Debtor

MNP LTD / MNP LTÉE
Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Security: \$0

Date and time of bankruptcy: August 31, 2023, 14:46
Date of trustee appointment: August 31, 2023
Meeting of creditors: September 19, 2023, 10:00
MS Teams: <https://shorturl.at/aCKL6>
Ph: 877-252-9279 / 587-747-4334
Conference ID: 508 931 600, ONTARIO

Chair: Trustee

CERTIFICATE OF APPOINTMENT Section 49 of the Act; Rule 85

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

- the aforementioned debtor filed an assignment under section 49 of the Bankruptcy and Insolvency Act;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

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.

MARY ADOURIAN

Official Receiver

151 Yonge Street, 4th Floor, Toronto, ONTARIO, M5C 2W7, 877/376-9902

Appendix “B”

September 6, 2023

TO: THE CREDITORS OF INTEGRO BUILDING SYSTEMS INC.

RE: ESTATE OF INTEGRO BUILDING SYSTEMS INC. - FIRST MEETING OF CREDITORS

On August 31, 2023, Integro Building Systems Inc. (the “**Bankrupt**”) filed an assignment in bankruptcy, which was accepted by the Office of the Superintendent of Bankruptcy Canada and became effective on same date. MNP Ltd. was appointed as the Licensed Insolvency Trustee (the “**Trustee**”) of the Bankrupt’s estate subject to affirmation by the creditors at the First Meeting of Creditors (the “**FMOC**”). The FMOC will be held on September 19, 2023, at 10:00 AM Eastern Daylight Time (“**EDT**”) on MS Teams call.

The purpose of the FMOC is to:

- Consider the affairs of the Bankrupt;
- Affirm the appointment of the Trustee;
- Appoint inspectors of the estate of the Bankrupt; and
- Give such direction to the Trustee as the creditors may see fit with reference to the administration of the estate.

Please find enclosed the following:

1. The Notice of Bankruptcy, First Meeting of Creditors (Form 68) (the “**Notice**”);
2. The Bankrupt’s Statement of Affairs (Form 78), sworn on August 30, 2023, which details the Bankrupt’s assets and liabilities and the list of creditors related thereto;
3. A blank Proof of Claim form (Form 31) (“**PoC**”) in order to submit/file a claim in the estate to be able to vote at the FMOC and/or to be entitled to receive dividend distribution(s), if any, issued from the estate;
4. A blank proxy form (Form 36) (“**Proxy**”) in order to appoint an individual/a person to be your representative at the FMOC if you are an incorporated business or if you are an individual/a person and are unable to attend yourself; and
5. Instructions for completing the PoC.

The Trustee will maintain a website for these proceedings, which will be updated to include notices, reports, and Court documents. The website can be found at: <https://mnpdebt.ca/en/corporate/corporate-engagements/integrobuiding>.

As noted in the Notice, the FMOC is being held **virtually** on **Tuesday, September 19, 2023, at 10:00 AM (EDT) via Microsoft Teams**. It is not mandatory to attend the FMOC, but should you wish to attend/join the meeting, please review the following procedures:

Meeting Details:

Microsoft Teams App or Web Browser (video conference):

<https://shorturl.at/aCKL6>

Telephone (audio only):

Toll-free in Canada : 877-252-9279 /Outside Canada 1 (587) 747-4334
Phone Conference ID: 508 931 600#

Requirements Prior to FMOC:

To be entitled to vote at the FMOC, you must file/submit to the Trustee your PoC with supporting documentation and having it admitted/accepted by the Trustee prior to the FMOC (plus your completed Proxy, if you are an incorporated business).


The Trustee encourages creditors to file/submit their PoC by no later than 12:00 PM (EDT) on September 18, 2023, in order to permit a reasonable review period by the Trustee. For creditors who wish to attend the FMOC but file/submit their PoC after this time and up to the appointed time of the meeting, the Trustee will use its best efforts to review and admit/accept same. Any creditor whose PoC is received by the Trustee after the appointed time of the meeting or has not provided a completed Proxy (if necessary), can still attend the meeting but may not be entitled to vote.

Registration:

The Trustee will open the virtual meeting ten (10) minutes in advance of the appointed meeting time. We encourage all creditors attending to enter the virtual meeting earlier than the appointed time to permit registration and attendance to be completed.

Attendees will be acknowledged and registered on a “first come first serve” basis. We ask for the purpose of registration and recording your attendance, you follow the below procedures:

If attending by video conference:

1. Click on the Chat button ; 
2. The Meeting Chat window will open to the right of the main screen;
3. In the Meeting Chat window please enter in the “Type a new message” box the following:
 - a. Identify yourself by the creditor number beside your creditor name listed in the Statement of Affairs (Form 78), which is attached;
 - b. Identify the names of all of the individuals attending with you and their capacity in attending (e.g., legal counsel);
 - c. Identify the amount you have claimed as per the PoC you filed; and
 - d. Whether you want your name to stand as a potential inspector of the estate of the Bankrupt.

If attending by **telephone/audio only**:

1. When solicited by the Trustee, you provide the following details:
 - a. Identify yourself by the creditor number beside your creditor name listed in the statement of Affairs (Form 78), which is attached;
 - b. Identify the names of all of the individuals attending with you and their capacity in attending (e.g., legal counsel);
 - c. Identify the amount you have claimed as per the PoC you filed; and
 - d. Whether you want your name to stand as a potential inspector of the estate of the Bankrupt.

Please note that this meeting may be recorded for meeting minutes purposes.

If you have any questions, please contact Chahna Nathwani at (647) 475-8331 or email at IntegroBuild@mnp.ca.

MNP LTD.,

in its capacity as a Licensed Insolvency Trustee
of the Estate of Integro Building Systems Inc., a bankrupt,
and not in its personal or corporate capacity

Per:



Matthew Lem, CIRP, LIT
Senior Vice-President

District of: Ontario
Division No. 09 - Toronto
Court No. 31-459641
Estate No. 31-459641

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

Original Amended

In the Matter of the Bankruptcy of
Integro Building Systems Inc.
of the City of Vaughan, in the Municipality of York
in the Province of Ontario

Take notice that:

1. Integro Building Systems Inc. filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against Integro Building Systems Inc.) on the 31st day of August 2023 and the undersigned, MNP Ltd., was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 19th day of September 2023 at 10:00 AM at MS Teams - Video and / or MS Teams Link: <https://shorturl.at/aCKL6>, Telephone Conference Call (877) 252-9279 (Toll-free in Canada)/Outside Canada 1 (587) 747-4334, Phone Conference ID: 508 931 600#.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at the City of Toronto in the Province of Ontario, this 6th day of September 2023.

MNP Ltd. - Licensed Insolvency Trustee



1900 - 1 Adelaide Street East
Toronto ON M5C 2V9
Phone: (416) 596-1711 Fax: (416) 323-5242

Appendix “C”

District of:
 Division No. -
 Court No.
 Estate No.

Original

Amended

-- Form 78 --

Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario


To the bankrupt:


You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 30th day of August 2023. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	8,171,354.55	1. Inventory	11,000.00
Balance of secured claims as per list "B"	37,421,502.19	2. Trade fixtures, etc.	0.00
Total unsecured creditors	45,592,856.74	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	10,788,018.00	Good	9,983,018.00
3. Preferred creditors as per list "C"	0.00	Doubtful	11,452,375.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	11.00	Bad	0.00
Total liabilities	56,380,885.74	Estimated to produce	9,983,018.00
Surplus	NIL	4. Bills of exchange, promissory note, etc., as per list "F"	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	724,000.00
		9. Real property or immovable as per list "G"	0.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	60,000.00
		15. Other property, as per list "H"	10,000.00
		If bankrupt is a corporation, add:	
		Amount of subscribed capital	50,000.00
		Amount paid on capital	50,000.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	10,788,018.00
		Deficiency	45,592,867.74

I, James Wilson, of the City of Vaughan in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 30th day of August 2023 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Vaughan in the Province of Ontario, on this 30th day of August 2023.


 Matthew Lem, Commissioner of Oaths
 For the Province of Ontario
 MNP Ltd.
 Expires February 21, 2026


 James Wilson

Matthew Eric Lem, a Commissioner, etc.,
 Province of Ontario, for MNP Ltd. and MNP LLP.
 Expires February 21, 2026.

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	***Adjustment to Eliminate Duplicate Entries for Contractors/Suppliers - Construction Trust/Lien Claims	N/A N/A	-13,660,762.48	0.00	-13,660,762.48
2	407 ETR 729 368 185	6300 Steeles Avenue West Woodbridge ON L4H 1J1	2,307.76	0.00	2,307.76
3	4S Consulting Services Inc.	168 Konard Crescent Markham ON L3R 9T9	4,904.20	0.00	4,904.20
4	9401-6839 Quebec Inc.	3 - 489 Verone Terrebonne QC J6W 5K7	21,596.14	0.00	21,596.14
5	Aaron Stalker Payroll Amounts	26 Underhill Drive North York ON M3A 2J3	1.00	0.00	1.00
6	Absolute Stainless Inc. 19016 489 King	2800 Argentia Road Mississauga ON L5N 8L2	25,263.95	0.00	25,263.95
7	Absolute Stainless Inc. 19018 25 Ontario	2800 Argentia Road Mississauga ON L5N 8L2	2,649.32	0.00	2,649.32
8	Absolute Stainless Inc. 20004 Portland Commons	2800 Argentia Road Mississauga ON L5N 8L2	36,704.97	0.00	36,704.97
9	Absolute Stainless Inc. 21003 88 Queen Street - 2	2800 Argentia Road Mississauga ON L5N 8L2	1,265.04	0.00	1,265.04
10	Absolute Stainless Inc. 21004 651 Gateway Blvd	2800 Argentia Road Mississauga ON L5N 8L2	1,228.88	0.00	1,228.88
11	Abubeker Aman Payroll Amounts	3771B St. Clair East Scarborough ON M1M 1V1	1.00	0.00	1.00
12	Access Metal Products 20005 Bernard Block	2992 Norland Avenue Burnaby BC V5B 3A6	1,190.70	0.00	1,190.70
13	Acculift	455 Lucas Avenue Winnipeg MB R3C 2E6	1,856.96	0.00	1,856.96
14	Ace Taxi & Limousine Inc.	201 Spinaker Way Concord ON L4K 4C6	79.25	0.00	79.25
15	Acklands-Grainger Inc. 0887696533	210 - 25 Forks Market Road Winnipeg MB R3C 4S8	63.98	0.00	63.98
16	ACM Machinery Ltd (USD)	2650 Meadowvale Boulevard Mississauga ON L5N 6M5	1,269.81	0.00	1,269.81
17	Acrobox Inc. 19018 25 Ontario	213 Patterson Street Newmarket ON L3Y 3L5	33,900.00	0.00	33,900.00
18	Actual Machinery.com	22 Adamsville Road Brampton ON L6X 1H7	41,155.74	0.00	41,155.74
19	Aerotek ULC	PO Box 15521 Toronto ON M5W 1C1	291,291.06	0.00	291,291.06
20	Aidan Higgins Payroll Amounts	19 Oakley Blvd Toronto ON M1P 3P5	1.00	0.00	1.00
21	Aidan Higgins Payroll Amounts	19 Oakley Blvd Scarborough ON M1P 3P5	1.00	0.00	1.00

30-Aug-2023

Date

James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "A"
 Unsecured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	Air Liquide Canada Inc. 303653	PO Box 6789 Montreal QC H3B 5E6	9,754.16	0.00	9,754.16
23	Alectra Utilities 7032663789	PO Box 3700 Concord ON L4K 5N2	673.32	0.00	673.32
24	Aleksandr Nefedov Payroll Amounts	10 Honeycrisp Crescent Vaughan ON L4K 0M7	1.00	0.00	1.00
25	Alexandr Firsov Payroll Amounts	205 Hilda ave Apt. 1803 Toronto ON M2M 4B1	1.00	0.00	1.00
26	Alexi Leon Payroll Amounts	33 Bashir Street Maple ON L6A 3A3	1.00	0.00	1.00
27	All Can Doors & Hardware	70 Silton Road Woodbridge ON L4L 8B9	2,349.27	0.00	2,349.27
28	All Lift Ltd. INT026	320 Clarence Street Brampton ON L6W 1T5	25,070.69	0.00	25,070.69
29	Alpa Lumber Mills Inc. 19018 25 Ontario	13130 Dufferin Street King City ON L7B 1K5	18,435.45	0.00	18,435.45
30	Alvin Milton Payroll Amounts	39 Napoleon Cres. Brampton ON L6P 3K6	1.00	0.00	1.00
31	Amherst Crane Rentals Ltd. 19011 Sick Kids	105 Nantucket Boulevard Scarborough ON M1P 2N5	8,264.20	0.00	8,264.20
32	Amherst Crane Rentals Ltd. 19016 489 King	105 Nantucket Boulevard Scarborough ON M1P 2N5	20,518.34	0.00	20,518.34
33	Amherst Crane Rentals Ltd. 19018 25 Ontario	105 Nantucket Boulevard Scarborough ON M1P 2N5	10,247.13	0.00	10,247.13
34	Amherst Crane Rentals Ltd. 20004 Portland Commons	105 Nantucket Boulevard Scarborough ON M1P 2N5	5,567.90	0.00	5,567.90
35	Amherst Crane Rentals Ltd. 21002 Ellie Condo Development	105 Nantucket Boulevard Scarborough ON M1P 2N5	5,223.32	0.00	5,223.32
36	Amherst Crane Rentals Ltd. 21003 88 Queen Street - 2	105 Nantucket Boulevard Scarborough ON M1P 2N5	10,283.39	0.00	10,283.39
37	Amin Tekle Payroll Amounts	1102-1755 Jane Street Toronto ON M9N 2S6	1.00	0.00	1.00
38	Amirhossein Ahbab Payroll Amounts	44 Lillian Street Toronto ON M4S 0B7	1.00	0.00	1.00
39	Amy Taraborrelli Payroll Amounts	5 Cuddles Court Bolton ON L7E 4K8	1.00	0.00	1.00
40	Anatolia Block 59 8811 Huntington Road, Vaughan	8300 Huntington Road Vaughan ON L4H 4Z6	0.00	0.00	0.00
41	Andrea Castelli Payroll Amounts	1 Emerald Lane, Apt. 409 Thornhill ON L4J 8N2	1.00	0.00	1.00
42	Andrii Honcharenko Payroll Amounts	2649-300 Bloor St W. Etobicoke ON M8X 1A3	1.00	0.00	1.00

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
43	Andrii Kryvoruchko Payroll Amounts	1850 Bloor Street Mississauga ON L4X 1T3	1.00	0.00	1.00
44	Anna Shevchyshyn Payroll Amounts	100 Canyon Ave Toronto ON M3H 5T9	1.00	0.00	1.00
45	Antonio Ortiz Atehortua Payroll Amounts	156 Melville Ave Maple ON L6A 1Y9	1.00	0.00	1.00
46	Aprille Hafalla Payroll Amounts	3286 Etude dr mississauga ON L4T 1T3	1.00	0.00	1.00
47	Architectural Cladding Manufacturers Inc. 19011 Sick Kids	767 Mckay Road Pickering ON L1W 3A3	1,017.00	0.00	1,017.00
48	Architectural Cladding Manufacturers Inc. 19016 489 King	767 Mckay Road Pickering ON L1W 3A3	20,574.48	0.00	20,574.48
49	Architectural Cladding Manufacturers Inc. 19018 25 Ontario	767 Mckay Road Pickering ON L1W 3A3	7,162.63	0.00	7,162.63
50	Architectural Cladding Manufacturers Inc. 20001 203 Jarvis	767 Mckay Road Pickering ON L1W 3A3	4,068.00	0.00	4,068.00
51	Architectural Cladding Manufacturers Inc. 20004 Portland Commons	767 Mckay Road Pickering ON L1W 3A3	174,518.09	0.00	174,518.09
52	Architectural Cladding Manufacturers Inc. 20005 Bernard Block	767 Mckay Road Pickering ON L1W 3A3	10,508.87	0.00	10,508.87
53	Architectural Cladding Manufacturers Inc. 21002 Ellie Condo Development	767 Mckay Road Pickering ON L1W 3A3	1,006.42	0.00	1,006.42
54	Architectural Cladding Manufacturers Inc. 21003 88 Queen Street - 2	767 Mckay Road Pickering ON L1W 3A3	14,146.02	0.00	14,146.02
55	Architectural Cladding Manufacturers Inc. 21004 651 Gateway Blvd	767 Mckay Road Pickering ON L1W 3A3	15,319.33	0.00	15,319.33
56	Architectural Cladding Manufacturers Inc. 22003 Charles at Church	767 Mckay Road Pickering ON L1W 3A3	2,203.50	0.00	2,203.50
57	Art Engineering Inc. 20004 Portland Commons	171 Walgreen Road Carp ON K0A 1L0	7,401.50	0.00	7,401.50
58	Art Engineering Inc. 21003 88 Queen Street - 2	171 Walgreen Road Carp ON K0A 1L0	5,028.50	0.00	5,028.50
59	Art Middleton Payroll Amounts	72 Montebello Crescent Ajax ON L1T 4M9	1.00	0.00	1.00
60	Atlas International Freight Forwarding Inc.	6365 Northwest Drive Mississauga ON L4V 1J8	400.00	0.00	400.00
61	Audrey Fu Payroll Amounts	3 Sparks St. Aurora ON L4G 0Z9	1.00	0.00	1.00
62	Aurora Overhead Door Inc.	40 Industrial Parkway South Aurora ON L4G 3W2	8,387.43	0.00	8,387.43
63	Avash Khanal Payroll Amounts	3C Lunness Road Toronto ON M8W 4M2	1.00	0.00	1.00

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "A"
 Unsecured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
64	B.N. Engineering Design Inc. 19016 489 King	83 Galaxy Boulevard Etobicoke ON M9W 5X6	7,458.00	0.00	7,458.00
65	B.N. Engineering Design Inc. 20001 203 Jarvis	83 Galaxy Boulevard Etobicoke ON M9W 5X6	621.50	0.00	621.50
66	B.N. Engineering Design Inc. 21003 88 Queen Street - 2	83 Galaxy Boulevard Etobicoke ON M9W 5X6	3,390.00	0.00	3,390.00
67	B.N. Engineering Design Inc. 22001 ANX Dupont	83 Galaxy Boulevard Etobicoke ON M9W 5X6	2,825.00	0.00	2,825.00
68	B.N. Engineering Design Inc. 22003 Charles at Church	83 Galaxy Boulevard Etobicoke ON M9W 5X6	3,390.00	0.00	3,390.00
69	Barrie Crane Rental Ltd. 19014 Zibi Block 211	PO Box 5756 Ottawa ON K2C 3M1	1,231.70	0.00	1,231.70
70	Barry Wannan Payroll Amounts	2143 Salmon Road Oakville ON L6L 1M6	1.00	0.00	1.00
71	Battlefield Cat Rental 19015 The Well	PO Box 9340 Hamilton ON L8L 7X7	1,528.89	0.00	1,528.89
72	Bautech Inc. 19016 489 King	1325 Aimco Boulevard Mississauga ON L4W 1B4	112,306.52	0.00	112,306.52
73	Bautech Inc. 20004 Portland Commons	1325 Aimco Boulevard Mississauga ON L4W 1B4	59,007.85	0.00	59,007.85
74	Bautech Inc. 21003 88 Queen Street - 2	1325 Aimco Boulevard Mississauga ON L4W 1B4	28,498.44	0.00	28,498.44
75	BC Hydro 10559309	6911 Southpoint Drive Burnaby BC V3N 4X8	40.79	0.00	40.79
76	Bell Canada 289 304 0090 (023)	PO Box 9000 Don Mills ON M3C 2X7	256.66	0.00	256.66
77	Bell Mobility Inc. 52896422UOC180	PO Box 5102 Burlington ON L7R 4R7	2,760.68	0.00	2,760.68
78	Bercon Rentals Inc. 19011 Sick Kids	420 Grays Road Hamilton ON L8E 4H6	11,300.00	0.00	11,300.00
79	Bercon Rentals Inc. 19018 25 Ontario	420 Grays Road Hamilton ON L8E 4H6	1,534.54	0.00	1,534.54
80	Bercon Rentals Inc. 20004 Portland Commons	420 Grays Road Hamilton ON L8E 4H6	24,623.83	0.00	24,623.83
81	Bercon Rentals Inc. 21002 Ellie Condo Development	420 Grays Road Hamilton ON L8E 4H6	43,683.54	0.00	43,683.54
82	Berih Sfaf Payroll Amounts	3400 Weston Road, Unit 2307 Toronto ON M9M 2W2	1.00	0.00	1.00
83	Bhanu Puri Payroll Amounts	4 Tinsmith Street Brampton ON L7A1N4	1.00	0.00	1.00
84	Bhaveshkumar Patel Payroll Amounts	36 Unwind Cres Brampton ON L6X 5I6	1.00	0.00	1.00

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "A"

Unsecured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
85	Bigfoot - Door 21003 88 Queen Street - 2	1677 Aimco Boulevard Mississauga ON L4W 1H7	31,352.23	0.00	31,352.23
86	Bischoff Galstechnik GmbH 19016 489 King	Alexanderstrasse 2 Bretten 75001 Germany	858,345.63	0.00	858,345.63
87	Blaine Xie Payroll Amounts	22 Marlow Crescent Markham ON L3R 4P5	1.00	0.00	1.00
88	Boris Volodin Payroll Amounts	4376 Highway 56 Binbrook ON L0R 1C0	1.00	0.00	1.00
89	Bradley David Walsh Payroll Amounts	3665 Arista Way Mississauga ON L5A 4A3	1.00	0.00	1.00
90	Brafasco 136075	100 Galcat Drive Vaughan ON L4L 0B9	263.32	0.00	263.32
91	Brafasco 19011 Sick Kids	100 Galcat Drive Vaughan ON L4L 0B9	233.50	0.00	233.50
92	Brafasco 19014 Zibi Block 211	100 Galcat Drive Vaughan ON L4L 0B9	506.32	0.00	506.32
93	Brafasco 19015 The Well	100 Galcat Drive Vaughan ON L4L 0B9	38.45	0.00	38.45
94	Brafasco 19018 25 Ontario	100 Galcat Drive Vaughan ON L4L 0B9	24,146.01	0.00	24,146.01
95	Brafasco 20004 Portland Commons	100 Galcat Drive Vaughan ON L4L 0B9	4,324.80	0.00	4,324.80
96	Brafasco 21002 Ellie Condo Development	100 Galcat Drive Vaughan ON L4L 0B9	2,073.16	0.00	2,073.16
97	Brafasco 21003 88 Queen Street - 2	100 Galcat Drive Vaughan ON L4L 0B9	280.01	0.00	280.01
98	Brandon Rohde Payroll Amounts	62 Patchell Crescent Keswick ON L4P 3T1	1.00	0.00	1.00
99	Brandon Black Payroll Amounts	3140 Baron Drive Brampton ON L5M 6V6	1.00	0.00	1.00
100	Building Solutions Together Ltd. 19018 25 Ontario	155 Eastwood Avenue Scarborough ON M1N 3H5	25,678.12	0.00	25,678.12
101	BullsEye Construction 19015 The Well	4 - 241 Edgeley Boulevard Concord ON L4K 3Y6	63,562.50	0.00	63,562.50
102	BullsEye Construction 19016 489 King	4 - 241 Edgeley Boulevard Concord ON L4K 3Y6	186,027.65	0.00	186,027.65
103	Bunzl Safety 250010000459	400 Jamieson Parkway Cambridge ON N3C 4N3	4,848.75	0.00	4,848.75
104	C and M Anchor Solutions 19016 489 King	183 Merritt Street St. Catharines ON L2T 1J7	70,858.81	0.00	70,858.81
105	C and M Anchor Solutions 21003 88 Queen Street - 2	183 Merritt Street St. Catharines ON L2T 1J7	1,457.70	0.00	1,457.70

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
106	C and M Anchor Solutions 21004 651 Gateway Blvd	183 Merritt Street St. Catharines ON L2T 1J7	1,395.83	0.00	1,395.83
107	C and M Anchor Solutions 22001 ANX Dupont	183 Merritt Street St. Catharines ON L2T 1J7	9,489.74	0.00	9,489.74
108	Caldwell Mfg Co NA LLC 19016 489 King	2605 Manitou Road Rochester NY 14624 USA	34,745.35	0.00	34,745.35
109	Canada Revenue Agency 815290390RP001	5001 Yonge Street North York ON M2N 6R9	1,500,000.00	0.00	1,500,000.00
110	Canada Revenue Agency 815290390RT001	5001 Yonge Street North York ON M2N 6R9	1.00	0.00	1.00
111	Canadian Linen & Uniform Service	75 Norfinch Drive North York ON M3N 1W8	1,062.56	0.00	1,062.56
112	Canadian Mill Nettclean Supply	2 - 120 Mclewin Avenue Scarborough ON M1B 3E9	20,835.84	0.00	20,835.84
113	Canadian Mill Nettclean Supply 19018 25 Ontario	2 - 120 Mclewin Avenue Scarborough ON M1B 3E9	3,885.62	0.00	3,885.62
114	Canadian Mill Nettclean Supply 21003 88 Queen Street - 2	2 - 120 Mclewin Avenue Scarborough ON M1B 3E9	6,137.54	0.00	6,137.54
115	Canon Canada Inc. 116700	c/o Lockbox 914820 Toronto ON M5W 0E9	10,518.55	0.00	10,518.55
116	Cardinal Fasteners 19011 Sick Kids	120 Venture Drive Scarborough ON M1B 3L6	125.04	0.00	125.04
117	Cardinal Fasteners 19018 25 Ontario	120 Venture Drive Scarborough ON M1B 3L6	58.96	0.00	58.96
118	Cardinal Fasteners 20005 Bernard Block	120 Venture Drive Scarborough ON M1B 3L6	2,812.05	0.00	2,812.05
119	Carlos Sandoval Payroll Amounts	97 Gaydon Ave Toronto ON M9M 1G8	1.00	0.00	1.00
120	Cascade Aqua-Tech Ltd. 20005 Bernard Block	100 - 3215 Norland Avenue Burnaby BC V5B 3A9	33,287.58	0.00	33,287.58
121	Cascade Aqua-Tech Ltd. 21004 651 Gateway Blvd	100 - 3215 Norland Avenue Burnaby BC V5B 3A9	37,967.98	0.00	37,967.98
122	CBSC Capital Inc. 003-0083408-000	c/o T9649 Toronto ON M5W 1P8	2,679.64	0.00	2,679.64
123	Cesar Hernandez Payroll Amounts	270 AV Grand Trunk Maple ON L6A 0V1	1.00	0.00	1.00
124	Chad Didorak Payroll Amounts	34 Wismer Ave Barrie ON L4N 7X9	1.00	0.00	1.00
125	Chapman & Cutler LLP	P.O. Box 71291 Chicago IL 60694 USA	9,237.80	0.00	9,237.80
126	Charles Cooper	159 N. Johns Road Butler KY 41006 USA	407.88	0.00	407.88

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 76 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
127	Cheetah Transport Ltd. 18012 Vancouver Post Office	PO Box 31023 Langley BC V1M 0A9	843.10	0.00	843.10
128	Cheetah Transport Ltd. 21004 651 Gateway Blvd	PO Box 31023 Langley BC V1M 0A9	966.51	0.00	966.51
129	Chris Judge Payroll Amounts	105 Rowena Drive Toronto ON M3A 1R2	1.00	0.00	1.00
130	Chris Hannah Payroll Amounts	1481 Cordick Oshawa ON L1K 0K2	1.00	0.00	1.00
131	Christian Gutierrez Payroll Amounts	32 Lexington Ave Toronto ON M9V 2G6	1.00	0.00	1.00
132	Chyzyk Surveys 19011 Sick Kids	201 - 639 Dupont Street Toronto ON M6G 1Z4	2,288.25	0.00	2,288.25
133	Chyzyk Surveys 19018 25 Ontario	201 - 639 Dupont Street Toronto ON M6G 1Z4	51,104.26	0.00	51,104.26
134	Chyzyk Surveys 20001 203 Jarvis	201 - 639 Dupont Street Toronto ON M6G 1Z4	6,941.03	0.00	6,941.03
135	Chyzyk Surveys 20004 Portland Commons	201 - 639 Dupont Street Toronto ON M6G 1Z4	111,005.56	0.00	111,005.56
136	Chyzyk Surveys 21002 Ellie Condo Development	201 - 639 Dupont Street Toronto ON M6G 1Z4	6,921.25	0.00	6,921.25
137	Ciaran Conlan Payroll Amounts	34 Bolster Lane Uxbridge ON L9P 1X7	1.00	0.00	1.00
138	Cintas Canada Ltd. 19491339	1110 Flint Road Toronto ON M3J 2J5	12,445.27	0.00	12,445.27
139	Clarity Architectural Products 19016 489 King	201 Wicksteed Avenue Toronto ON M4G 0B1	1,676,681.08	0.00	1,676,681.08
140	Clayton Rocha Payroll Amounts	2 Chiswick Avenue Toronto ON M6M 4T6	1.00	0.00	1.00
141	Cleen N' Cleer Window Cleaning Inc.	1644 Casablanca Circle Mississauga ON L5N 8G2	457.65	0.00	457.65
142	Cloverdale Developments Ltd. Lease (17548 65A Ave., Surrey)	17733 - 66 Avenue Surrey BC V3S 7X1	1.00	0.00	1.00
143	Commercial Air Compressor Ltd.	95 Konrad Crescent Markham ON L3R 8T8	4,699.48	0.00	4,699.48
144	Compass Holdings Canada Inc.	55 York Street Toronto ON M5J 1R7	7,345.00	0.00	7,345.00
145	Concord Hardware Limited	374 Bowes Road Concord ON L4K 1K1	3,901.03	0.00	3,901.03
146	Construction Distribution & Supply Co.	300 Confederation Parkway Concord ON L4K 4T8	271.77	0.00	271.77
147	Contractors/Suppliers - Construction Trust/Lien Claims - 18012 Vancouver Post Office	Various Various	0.00	1,034,488.88	1,034,488.88

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
148	Contractors/Suppliers - Construction Trust/Lien Claims - 19015 The Well	Various Various	0.00	5,666.95	5,666.95
149	Contractors/Suppliers - Construction Trust/Lien Claims - 19016 489 King	Various Various	0.00	5,646,990.03	5,646,990.03
150	Contractors/Suppliers - Construction Trust/Lien Claims - 19018 25 Ontario	Various Various	0.00	2,796,102.28	2,796,102.28
151	Contractors/Suppliers - Construction Trust/Lien Claims - 20005 Benard Block	Various Various	0.00	1,299,084.67	1,299,084.67
152	Contractors/Suppliers - Construction Trust/Lien Claims - 21003 88 Queen St.	Various Various	0.00	235,846.48	235,846.48
153	Cooper Standard 19018 25 Ontario	2228 River Avenue South East New Philadelphia OH 44663 USA	7,447.56	0.00	7,447.56
154	Cooper Standard 20004 Portland Commons	2228 River Avenue South East New Philadelphia OH 44663 USA	22,761.53	0.00	22,761.53
155	Corporate Express Canada Inc. 01067623	550 Pendant Drive Mississauga ON L5T 2W6	492.09	0.00	492.09
156	Cortez Morris Payroll Amounts	42 Grew Blvd Jackson's Point ON L0E 1L0	1.00	0.00	1.00
157	Country Lumber Ltd. 20005 Bernard Block	22538 Fraser Highway Langley BC V2Z 2T8	37,417.66	0.00	37,417.66
158	Country Lumber Ltd. 21004 651 Gateway Blvd	22538 Fraser Highway Langley BC V2Z 2T8	36,574.00	0.00	36,574.00
159	Crispo Canada Inc.	61 Parr Boulevard Bolton ON L7E 4E3	1,441.88	0.00	1,441.88
160	CS2 Construction Sales Inc.	20 Champlain Boulevard Toronto ON M3H 2Z1	61,249.10	0.00	61,249.10
161	CS2 Construction Sales Inc. 19011 Sick Kids	20 Champlain Boulevard Toronto ON M3H 2Z1	7,104.91	0.00	7,104.91
162	CS2 Construction Sales Inc. 19016 489 King	20 Champlain Boulevard Toronto ON M3H 2Z1	11,123.90	0.00	11,123.90
163	CS2 Construction Sales Inc. 19018 25 Ontario	20 Champlain Boulevard Toronto ON M3H 2Z1	28,109.75	0.00	28,109.75
164	CS2 Construction Sales Inc. 20004 Portland Commons	20 Champlain Boulevard Toronto ON M3H 2Z1	43,670.36	0.00	43,670.36
165	CS2 Construction Sales Inc. 21003 88 Queen Street - 2	20 Champlain Boulevard Toronto ON M3H 2Z1	30,394.29	0.00	30,394.29
166	Cynthia Ntakirutimana Payroll Amounts	39 pioneer ave North York ON M6M 5H5	1.00	0.00	1.00
167	Cyriax James Sioco Payroll Amounts	145-607 Wellington Street West Aurora ON L4G 3L9	1.00	0.00	1.00
168	Damp-R Services Ltd.	6 Switchback Trail Brampton ON L6R 3H1	212,381.74	0.00	212,381.74

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "A"

Unsecured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
169	Danny Mellace Payroll Amounts	19 Chaplin Crescent Georgetown ON L7G 5Y4	1.00	0.00	1.00
170	Darren Kanhai Payroll Amounts	561 Bon Echo Drive Oshawa ON L1J 6A3	1.00	0.00	1.00
171	Darryl Dwyer Payroll Amounts	716 Simpson Ave Pickering ON L1W 1M3	1.00	0.00	1.00
172	David Johnstone Payroll Amounts	608-1379 Costigan Road Milton ON L9T 2K6	1.00	0.00	1.00
173	David LeBlanc Payroll Amounts	6321 McLeod Road Niagara Falls ON L2G 3E9	1.00	0.00	1.00
174	David Wane Mariano Payroll Amounts	147 Wellington Street West Unit 708 Aurora ON L4G 3M1	1.00	0.00	1.00
175	Davis Stud Welding Inc. 1228	91 King Street Barrie ON L4N 6B5	310.75	0.00	310.75
176	Dependable Anodizing Ltd. 19016 489 King	268 Don Park Road Markham ON L3R 1C3	25,357.15	0.00	25,357.15
177	Dominika Hanebach Payroll Amounts	80 Spruceside Crescent Fonthill ON L0S 1E1	1.00	0.00	1.00
178	Douglas Recruitment Inc.	5800 Ambler Drive Mississauga ON L4W 4J4	79,633.36	0.00	79,633.36
179	Duc Huy Le Payroll Amounts	55 Lexfield Ave. Toronto ON M3M1M6	1.00	0.00	1.00
180	Durapaint Industries Ltd. 19011 Sick Kids	247 Finchdene Square Toronto ON M1X 1B9	3,131.18	0.00	3,131.18
181	Durapaint Industries Ltd. 19015 The Well	247 Finchdene Square Toronto ON M1X 1B9	2,408.59	0.00	2,408.59
182	Durapaint Industries Ltd. 19016 489 King	247 Finchdene Square Toronto ON M1X 1B9	4,893.55	0.00	4,893.55
183	Durapaint Industries Ltd. 19018 25 Ontario	247 Finchdene Square Toronto ON M1X 1B9	11,501.94	0.00	11,501.94
184	Durapaint Industries Ltd. 20003 VMC East Block	247 Finchdene Square Toronto ON M1X 1B9	1,032.26	0.00	1,032.26
185	Durapaint Industries Ltd. 20004 Portland Commons	247 Finchdene Square Toronto ON M1X 1B9	544.80	0.00	544.80
186	Durapaint Industries Ltd. 20005 Bernard Block	247 Finchdene Square Toronto ON M1X 1B9	6,394.24	0.00	6,394.24
187	Durapaint Industries Ltd. 21002 Ellie Condo Development	247 Finchdene Square Toronto ON M1X 1B9	5,820.78	0.00	5,820.78
188	Durapaint Industries Ltd. 21003 88 Queen Street - 2	247 Finchdene Square Toronto ON M1X 1B9	20,880.21	0.00	20,880.21
189	Durapaint Industries Ltd. 21004 651 Gateway Blvd	247 Finchdene Square Toronto ON M1X 1B9	2,064.51	0.00	2,064.51

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "A"

Unsecured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
190	Durapaint Industries Ltd. 21005 2525 Bathurst	247 Finchdene Square Toronto ON M1X 1B9	1,743.36	0.00	1,743.36
191	Durapaint Industries Ltd. 22001 ANX Dupont	247 Finchdene Square Toronto ON M1X 1B9	2,202.15	0.00	2,202.15
192	Durapaint Industries Ltd. 22003 Charles at Church	247 Finchdene Square Toronto ON M1X 1B9	2,660.93	0.00	2,660.93
193	Duy Tran Payroll Amounts	72 San Vito Drive Vaughan ON L4H 1X4	1.00	0.00	1.00
194	E.P. Terminals Inc. INTEGRO	199 Arvin Avenue Stoneycreek ON L8E 2L9	169,161.00	0.00	169,161.00
195	Earl Paddock Transportation Inc. INTMAPO2	199 Arvin Avenue Stoney Creek ON L8E 2L9	46,556.00	0.00	46,556.00
196	Eclipse Industries 2022 Ltd. 18012 Vancouver Post Office	5800 Beresford Street Burnaby BC V5J 1J1	5,980.80	0.00	5,980.80
197	Eclipse Industries 2022 Ltd. 21004 651 Gateway Blvd	5800 Beresford Street Burnaby BC V5J 1J1	6,740.16	0.00	6,740.16
198	Eldo Pathrose Payroll Amounts	15 Romanelli Cres Bradford ON L3Z 0X7	1.00	0.00	1.00
199	Element Materials Technology Inc. 19016 489 King	2395 Speakman Drive Mississauga ON L5K 1B3	9,559.80	0.00	9,559.80
200	Elijah Leon Prieto Payroll Amounts	2801 Jane Street, Unit 1005 North York ON M3N 2H8	1.00	0.00	1.00
201	Emmegi USA Inc. 10070349	20 Murray Hill Parkway East Rutherford NJ 07073 USA	144,135.66	0.00	144,135.66
202	Employment and Social Development Canada WEPP - Emp Termination/Severance	140 Promenade Du Portage Phase IV 2nd Fir. Gatineau QC K1A 0J9	325,000.00	0.00	325,000.00
203	Enbridge (Auto Pay) 93 06 10 20935 3	PO Box 680 Scarborough ON M1K 0A6	87.67	0.00	87.67
204	Enea Lezi Payroll Amounts	7 Aberlady Road Etobicoke ON M8Z 2J2	1.00	0.00	1.00
205	EONE3 Fabrication Inc. 19018 25 Ontario	110 Saunders Road Barrie ON L4N 9A8	33,900.00	0.00	33,900.00
206	Eric Wane Mariano Payroll Amounts	147 Wellington Street West Suite 708 Aurora ON L4G 3M1	1.00	0.00	1.00
207	Espress Labs Inc.	595 Cityview Boulevard Vaughan ON L4H 3M7	627.66	0.00	627.66
208	Evan Chreston Payroll Amounts	141 William Street Toronto ON M9N 2G8	1.00	0.00	1.00
209	Extrudex Aluminum Corp. 19015 The Well	411 Chrislea Road Woodbridge ON L4L 8N4	4,973.74	0.00	4,973.74
210	Extrudex Aluminum Corp. 20004 Portland Commons	411 Chrislea Road Woodbridge ON L4L 8N4	19,357.98	0.00	19,357.98

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
211	Eyob Hailemichael Payroll Amounts	75 Cabana Dr North York ON M9L 1L1	1.00	0.00	1.00
212	Ezee Personnel Inc.	1900 Clark Boulevard Brampton ON L6T 0E9	21,446.57	0.00	21,446.57
213	Ezee Personnel Inc. 19018 25 Ontario	1900 Clark Boulevard Brampton ON L6T 0E9	5,035.30	0.00	5,035.30
214	Fabrication Specialties Inc. 19016 489 King	8301 S. 77th Avenue Bridgeview IL 60455 USA	22,442.62	0.00	22,442.62
215	Fabrication Specialties Inc. 19018 25 Ontario	8301 S. 77th Avenue Bridgeview IL 60455 USA	4,659.21	0.00	4,659.21
216	Faisel Tenseaw Payroll Amounts	3400 Weston Road Apt. # 2307 Toronto ON M9M2W2	1.00	0.00	1.00
217	Fasken Martineau DuMoulin LLP	333 Bay Street Toronto ON M5H 2T6	288.15	0.00	288.15
218	Fastenal Canada ONWOB1433	900 Wabanaki Drive Kitchener ON N2C 0B7	1,444.59	0.00	1,444.59
219	Fedex 7006-3384-5	PO Box 4626 Toronto ON M5W 5B4	5,206.24	0.00	5,206.24
220	Felix Reguyal Payroll Amounts	37 Wellspring ave. Richmond Hill ON L4E 4Z6	1.00	0.00	1.00
221	Ferah Gaim Payroll Amounts	3400 Weston Road, Unit 1702 Toronto ON M9M 2W2	1.00	0.00	1.00
222	Foley & Lardner LLP	90 Park Avenue New York NY 10016-1314 USA	33,805.72	0.00	33,805.72
223	FortisBC Energy Inc. 3850211	PO Box 6666 Vancouver BC V6B 6M9	792.80	0.00	792.80
224	Francky Charles Payroll Amounts	126 Bellamy Road North Apt 910 Scarborough ON M1J 2L1	1.00	0.00	1.00
225	Frank Leclercq Payroll Amounts	26 Simcoe Street East Hamilton ON L8L 3M9	1.00	0.00	1.00
226	Fullhouse Cleaners Inc.	11271 87A Avenue Delta BC V4C 3A7	6,300.00	0.00	6,300.00
227	Futsum Jihad Payroll Amounts	5000 Jane Street, Apt 705 Toronto ON M3M 2W5	1.00	0.00	1.00
228	G&K Engineering LLC	5857 Broadleaf Way New Franken WI 54229 USA	815.76	0.00	815.76
229	Gada Cleaning Service	116 Capera Drive Woodbridge ON L4H 3K3	12,797.25	0.00	12,797.25
230	Garibaldi Glass 18012 Vancouver Post Office	8183 Wiggins Street Burnaby BC V3N 0C4	18,922.30	0.00	18,922.30
231	Genesis Curtainwall Systems 20005 Bernard Block	4688 Blenheim Street Vancouver BC V6L 3A4	535,492.22	0.00	535,492.22

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
232	GFL Environmental Inc. WG-3847	PO Box 150 Concord ON L4K 1B2	14,536.54	0.00	14,536.54
233	Glasscan Corporation 19016 489 King	107 Woodbine Downs BLVD Toronto ON M9W 6Y1	763,331.12	0.00	763,331.12
234	Global Facade Inc. 20005 Bernard Block	2035 Leighland Road Burlington ON L7R 3S9	385,372.49	0.00	385,372.49
235	Global Industrial Canada 4321934	c/o TH1216 Toronto ON M5W 0E1	1,397.29	0.00	1,397.29
236	Gordon H. Smith Corporation 19016 489 King	200 Madison Avenue New York NY 10016 USA	89,925.09	0.00	89,925.09
237	Graham Kavanagh Payroll Amounts	250 Hawkview Boulevard Woodbridge ON L4H 2G6	1.00	0.00	1.00
238	Graitec Inc. 7110	2030 Boul , Pie-IX - Suite 201 Montreal (Quebec) QC H1V 2C8	94,061.20	0.00	94,061.20
239	Grant Metal Products Ltd. 20005 Bernard Block	291210 Wagon Wheel Road Rock View AB T4A 0E2	266,657.94	0.00	266,657.94
240	Grant Metal Products Ltd. 21004 651 Gateway Blvd	291210 Wagon Wheel Road Rock View AB T4A 0E2	261,418.93	0.00	261,418.93
241	GreenLean Consulting 19018 25 Ontario	209 - 22 Allanhurst Drive Toronto ON M9A 4J6	4,068.00	0.00	4,068.00
242	Gursahib Thind Payroll Amounts	35 Alexandria cres Brampton ON L6T 1N2	1.00	0.00	1.00
243	HG Adhesive Dispensing LLC	17 Alfonso Drive Carson City NV 89706 USA	15,530.07	0.00	15,530.07
244	Hilti (Canada) Corporation 22561747	PO Box 4206 Toronto ON M5W 5L5	23,821.53	0.00	23,821.53
245	Hi-Tech Machining & Maintenance Inc. 19015 The Well	301 Hanlan Road Woodbridge ON L4L 3R7	1,810.27	0.00	1,810.27
246	Hi-Tech Machining & Maintenance Inc. 19016 489 King	301 Hanlan Road Woodbridge ON L4L 3R7	59,250.42	0.00	59,250.42
247	Hi-Tech Machining & Maintenance Inc. 19018 25 Ontario	301 Hanlan Road Woodbridge ON L4L 3R7	44,427.10	0.00	44,427.10
248	Hi-Tech Machining & Maintenance Inc. 20004 Portland Commons	301 Hanlan Road Woodbridge ON L4L 3R7	104,458.23	0.00	104,458.23
249	Hi-Tech Machining & Maintenance Inc. 20005 Bernard Block	301 Hanlan Road Woodbridge ON L4L 3R7	6,030.25	0.00	6,030.25
250	Hi-Tech Machining & Maintenance Inc. 21002 Ellie Condo Development	301 Hanlan Road Woodbridge ON L4L 3R7	15,716.04	0.00	15,716.04
251	Hi-Tech Machining & Maintenance Inc. 21003 88 Queen Street - 2	301 Hanlan Road Woodbridge ON L4L 3R7	43,617.44	0.00	43,617.44
252	Hi-Tech Machining & Maintenance Inc. 21004 651 Gateway Blvd	301 Hanlan Road Woodbridge ON L4L 3R7	74,164.73	0.00	74,164.73

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
253	Hi-Tech Machining & Maintenance Inc. 21005 2525 Bathurst	301 Hanlan Road Woodbridge ON L4L 3R7	6,521.23	0.00	6,521.23
254	Hi-Tech Machining & Maintenance Inc. 22001 ANX Dupont	301 Hanlan Road Woodbridge ON L4L 3R7	675.74	0.00	675.74
255	Hi-Tech Machining & Maintenance Inc. 22003 Charles at Church	301 Hanlan Road Woodbridge ON L4L 3R7	348.04	0.00	348.04
256	Home Depot of Canada **** * 1604	PO Box 4610 Toronto ON M5W 4Z6	4,334.95	0.00	4,334.95
257	Honesto Reus Payroll Amounts	50 Red Cedarway North York ON M3N 2H3	1.00	0.00	1.00
258	Ideal Windows Inc. 20003 VMC East Block	24 Lexington Road Brampton ON L6P 2B6	31,640.00	0.00	31,640.00
259	Idealogical Systems Inc.	7030 Woodbine Avenue Markham ON L3R 6G2	3,722.22	0.00	3,722.22
260	Imperial Coffee and Services 1021000	12 Kodlak Crescent Toronto ON M3J 3G5	4,997.29	0.00	4,997.29
261	Insight Canada Inc. 11164698	5410 Boul Decarie Montreal QC H3X 4B2	874.62	0.00	874.62
262	Integro IBS Holdings Inc.	8811 Huntington Road Vaughan ON L4H 3N5	0.00	21,966,246.71	21,966,246.71
263	Ivan Astrolabio Payroll Amounts	34 Chalkfarm Drive North York ON M3L 1L2	1.00	0.00	1.00
264	Ivan Mozdir Payroll Amounts	486 Meadows Blvd Mississauga ON L4Z 1G6	1.00	0.00	1.00
265	Jaime Andrews Payroll Amounts	97 Bert Hall St Amprior ON K7S 0G9	1.00	0.00	1.00
266	James Barry Payroll Amounts	115 Westgate Park Drive St. Catharines ON L2N 5X5	1.00	0.00	1.00
267	James Wilson Payroll Amounts		1.00	0.00	1.00
268	Jan Rey Gacayan Payroll Amounts	Unit 113-145 Wellington St West Aurora ON L4G 3L9	1.00	0.00	1.00
269	Jason Szabo Payroll Amounts	95 Sheldon Ave Newmarket ON L3Y 2V6	1.00	0.00	1.00
270	John Nicolaou Payroll Amounts	78 Daffodil Place Brampton ON L6Y 3B5	1.00	0.00	1.00
271	John Toffoli Payroll Amounts	7 Knight St. East York ON M4C 3K8	1.00	0.00	1.00
272	John Marasigan Payroll Amounts	33 Luisa Street Bradford ON L3Z 0P2	1.00	0.00	1.00
273	Jonathan Cooper Payroll Amounts	24 Nanwood Drive Brampton ON L6W 1L8	1.00	0.00	1.00

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
274	Jordahl Canada Inc. 0006687	35 Devon Road Brampton ON L6T 5B6	4,978.04	0.00	4,978.04
275	Jorge Cruz Payroll Amounts	48 Brewster Crescent North York ON M3N 1C6	1.00	0.00	1.00
276	Jorge Sandoval Payroll Amounts	5 Buttermill Avenue Concord ON L4K 0J5	1.00	0.00	1.00
277	JSA Steel 19016 489 King	85 Bowes Road Concord ON L4K 1H6	1,113.05	0.00	1,113.05
278	JSA Steel 19018 25 Ontario	85 Bowes Road Concord ON L4K 1H6	2,260.00	0.00	2,260.00
279	JSA Steel 20004 Portland Commons	85 Bowes Road Concord ON L4K 1H6	5,599.15	0.00	5,599.15
280	JSA Steel 21003 88 Queen Street - 2	85 Bowes Road Concord ON L4K 1H6	5,972.05	0.00	5,972.05
281	JSA Steel 21004 651 Gateway Blvd	85 Bowes Road Concord ON L4K 1H6	282.50	0.00	282.50
282	JSA Steel 22001 ANX Dupont	85 Bowes Road Concord ON L4K 1H6	264.42	0.00	264.42
283	Kamal Kaur Payroll Amounts	146 Fairwood Circle Brampton ON L6R 0X3	1.00	0.00	1.00
284	Kamalkumar Patel Payroll Amounts	106 Cedarbrook Road Brampton ON L6R 0W4	1.00	0.00	1.00
285	Kamalpreet Sharma Payroll Amounts	6 Yately St Brampton ON L7A 0G4	1.00	0.00	1.00
286	Karl Beaudoin Payroll Amounts	45 Dunfield Ave, Apt 913 Toronto ON M4S 2H4	1.00	0.00	1.00
287	Kayla Alyssa Tan Payroll Amounts	3455 Morningstar Drive Apartment 104 Mississauga ON L4T 3T9	1.00	0.00	1.00
288	Keshvi Parikh Payroll Amounts	1005-399 South Park Road Thornhill ON L3T 7W6	1.00	0.00	1.00
289	Kevin Banda Payroll Amounts	18 Andes Cres Woodbridge ON L4H 3H5	1.00	0.00	1.00
290	Kevin Purcell Payroll Amounts	800 County Road 11 Picton ON K0K 2T0	1.00	0.00	1.00
291	Kevin Voth Payroll Amounts	39 Sandown Street St. Catharines ON L2N 1Y2	1.00	0.00	1.00
292	Keymark Corporation 19016 489 King	1188 Cayadutta Street Fonda NY 22068 USA	1,304,884.30	0.00	1,304,884.30
293	Keymark Corporation 19018 25 Ontario	1188 Cayadutta Street Fonda NY 22068 USA	299,634.33	0.00	299,634.33
294	Keymark Corporation 20004 Portland Commons	1188 Cayadutta Street Fonda NY 22068 USA	502,843.70	0.00	502,843.70

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
295	Keymark Corporation 21003 88 Queen Street - 2	1188 Cayadutta Street Fonda NY 22068 USA	3,520.02	0.00	3,520.02
296	Keymark Corporation 21004 651 Gateway Blvd	1188 Cayadutta Street Fonda NY 22068 USA	739,356.23	0.00	739,356.23
297	Keymark Corporation 21005 2525 Bathurst	1188 Cayadutta Street Fonda NY 22068 USA	6,505.32	0.00	6,505.32
298	Khalid Cheema	Unknown Unknown ON	61,696.83	0.00	61,696.83
299	Kinjal Shah Payroll Amounts	67 Purple Sage Drive Brampton ON L6P 4P5	1.00	0.00	1.00
300	KMS Tools and Equipment 20005 Bernard Block	110 Woolridge Street Coquitlam BC V3K 5V4	741.82	0.00	741.82
301	KRP	2797 John Street Markham ON L3R 2Y8	31,500.00	0.00	31,500.00
302	Kyle Summers Payroll Amounts	91 Tremaine Road Milton ON L9T 2W8	1.00	0.00	1.00
303	Kyle Todorowich Payroll Amounts	2323 Jack Crescent Innisfil ON L9S 2C7	1.00	0.00	1.00
304	Lakeshore Metal Fabricating & Glazing 19017 WesCam	88 Mactumbull Drive St. Catharines ON L2S 4B1	24,860.00	0.00	24,860.00
305	Lakeshore Metal Fabricating & Glazing 20004 Portland Commons	88 Mactumbull Drive St. Catharines ON L2S 4B1	10,509.00	0.00	10,509.00
306	Lakeshore Metal Fabricating & Glazing 21003 88 Queen Street - 2	88 Mactumbull Drive St. Catharines ON L2S 4B1	254,871.50	0.00	254,871.50
307	Lantrax Logistics Ltd. 20005 Bernard Block	19272 96 Avenue Surrey BC V4N 4C1	1,349.25	0.00	1,349.25
308	L'Aquila Electronic Systems Inc. 513629	558 Upper Gage Avenue Hamilton ON L8V 4J6	395.45	0.00	395.45
309	Layton Consulting Ltd. 19016 489 King	233-18525 53 Avenue Surrey BC V3S 7A4	0.00	0.00	0.00
310	Lemmanuel Germain Payroll Amounts	3 Browley Drive Brampton ON L7A 3E3	1.00	0.00	1.00
311	Liam Wilson Payroll Amounts	4178 Rossland Cres Mississauga ON L5L 4B5	1.00	0.00	1.00
312	Ling Jiang Payroll Amounts	101 Arleta Avenue Toronto ON M3L 2J7	1.00	0.00	1.00
313	Livingston US 21004 651 Gateway Blvd	6725 Airport Road Mississauga ON L4V 1V2	2,203.64	0.00	2,203.64
314	Livingston 375699/010	PO Box 5640 Toronto ON M5W 1P1	22,455.99	0.00	22,455.99
315	Livingston 375699/010	PO Box 5640 Toronto ON M5W 1P1	38,656.63	0.00	38,656.63

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "A"
 Unsecured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
316	Livingston 375699/010	PO Box 5640 Toronto ON M5W 1P1	38,103.87	0.00	38,103.87
317	Livingston 375699/010	PO Box 5640 Toronto ON M5W 1P1	2,124.21	0.00	2,124.21
318	Livingston 375699/010	PO Box 5640 Toronto ON M5W 1P1	20,110.25	0.00	20,110.25
319	Louay Alalawi Payroll Amounts	5918 Osrey Blvd. Mississauga ON L5N 8J7	1.00	0.00	1.00
320	Luis Corrales Payroll Amounts	24 Cobalt Street North York ON M6M 2K2	1.00	0.00	1.00
321	Luis Migueles Payroll Amounts	55 Emmett Avenue York ON M6M 2E4	1.00	0.00	1.00
322	Lyndon Lumbres Payroll Amounts	112 Bude Street Toronto ON M6E 2E5	1.00	0.00	1.00
323	M.W. McGill and Associates 19016 489 King	1050 Squires Beach Road Pickering ON L1W 3N8	59,328.00	0.00	59,328.00
324	Mahrizghi Woldeslasie Payroll Amounts	50 Pearldale Ave North York ON M9L 2H1	1.00	0.00	1.00
325	Malton Best Inc. 19016 489 King	6750 Professional Court Mississauga ON L4V 1X6	1,457.70	0.00	1,457.70
326	Malton Best Inc. 19018 25 Ontario	6750 Professional Court Mississauga ON L4V 1X6	12,023.22	0.00	12,023.22
327	Malton Best Inc. 20004 Portland Commons	6750 Professional Court Mississauga ON L4V 1X6	15,458.40	0.00	15,458.40
328	Malton Best Inc. 21003 88 Queen Street - 2	6750 Professional Court Mississauga ON L4V 1X6	1,904.05	0.00	1,904.05
329	Malton Best Inc. 22003 Charles at Church	6750 Professional Court Mississauga ON L4V 1X6	282.50	0.00	282.50
330	Maneuver Freight Services Inc.	PO Box 68640 Brampton ON L6R 0J8	1,037,686.38	0.00	1,037,686.38
331	Manik Aggarwal Payroll Amounts	79 Dolobram Trail Brampton ON L7A 4Y4	1.00	0.00	1.00
332	Manulife Financial 0114544, 0122666	PO Box 1627 Waterloo ON N2J 4P4	1.00	0.00	1.00
333	Maple Garden Centre Inc.	8733 Keele Street Concord ON L4K 2N1	474.60	0.00	474.60
334	Marcelo Gallo Payroll Amounts	1875 Steeles Ave W Toronto ON M3H 5T7	1.00	0.00	1.00
335	Maricris Lacar Payroll Amounts	171 Gardenbrocke Trail Brampton ON L6P 3G7	1.00	0.00	1.00
336	Martha Atehortua Munoz Payroll Amounts	156 Malville Ave Maple ON L6A 1Y9	1.00	0.00	1.00

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
337	Maryam Bakhshzad Mahmoudi Payroll Amounts	9608 Yonge Street, Unit 1702 Richmond Hill ON L4C 0X4	1.00	0.00	1.00
338	Mason Lift Ltd. INT115	1605 Cliveden Avenue Delta BC V3M 6P7	6,458.10	0.00	6,458.10
339	Masters Insurance Limited	7501 Keele Street Vaughan ON L4K 1Y2	34,340.88	0.00	34,340.88
340	Matthew Boone Payroll Amounts	355 Gerrard Street East Toronto ON M5A 2G5	1.00	0.00	1.00
341	Matthews Equipment Limited 18012 Vancouver Post Office	35 Claireville Drive Etobicoke ON M9W 5Z7	14,880.19	0.00	14,880.19
342	Matthews Equipment Limited 2410814	35 Claireville Drive Etobicoke ON M9W 5Z7	7,674.26	0.00	7,674.26
343	Mebrahtom Girmay Payroll Amounts	634 Vaughan Road York ON M6E 2Y3	1.00	0.00	1.00
344	Metra Systems	1995 Boulevard Industrial Laval QC H7S 1P6	283.07	0.00	283.07
345	Metro Concrete Cutting & Coring Inc.	46 Rivalda Road North York ON M9M 2M3	326.00	0.00	326.00
346	Metropolitan Home Products	458 Edgeley Blvd. Concord ON L4K 4G4	64,049.53	0.00	64,049.53
347	Michael Moore Payroll Amounts	2779 Gananoque Drive Mississauga ON L5N 2E4	1.00	0.00	1.00
348	Michael Thompson Payroll Amounts	15 Beehive Lane Markham ON L6E 0K6	1.00	0.00	1.00
349	Michael Calisti Payroll Amounts	53 Stewart Street Oakville ON L6K 1X6	1.00	0.00	1.00
350	Mike Wiltse Payroll Amounts	#203 - 2 Gloucester St Toronto ON M4Y 1L5	1.00	0.00	1.00
351	Mikhal Donville Payroll Amounts	35 Six Nations Avenue Scarborough ON M1H 1R4	1.00	0.00	1.00
352	Mill Creek Coffee Company INTE18	106B - 81 Golden Drive Coquitlam BC V3K 6R2	3,474.12	0.00	3,474.12
353	Miller Waste Systems Inc. 341-027682	PO Box 57084 Toronto ON M5W 5M5	1.00	0.00	1.00
354	Minister of Finance - BC PST10515852	PO Box 9401 Victoria BC V8W 9S6	47,996.46	0.00	47,996.46
355	Minister of Finance - ON EHT11382194	33 King Street West Oshawa ON L1H 8H5	489,402.48	0.00	489,402.48
356	Mister Safety Shoes Inc. IBS100	2300 Finch Avenue West Toronto ON M9M 2Y3	1,977.41	0.00	1,977.41
357	Monte Carlo Inn Vaughan	705 Applewood Crescent Vaughan ON L4K 5W8	2,272.46	0.00	2,272.46

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "A"

Unsecured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
358	Mouloud Kheriene Payroll Amounts	650 Parliament Street Toronto ON M4X 1R3	1.00	0.00	1.00
359	Muhammad Babak Payroll Amounts	40 Godstone Rd North York ON M2J 3C7	1.00	0.00	1.00
360	Narender Verma Payroll Amounts	361-1005 The West Mall Etobicoke ON M9C 1E8	1.00	0.00	1.00
361	Narendra Patel Payroll Amounts	766 Yarfield Cres. Newmarket ON L3X 0H3	1.00	0.00	1.00
362	Navjot Chahal Payroll Amounts	12 Murphy Road Brampton ON L6S 6L2	1.00	0.00	1.00
363	NCS Associates Inc.	PO Box 24101 Cleveland OH 44124 USA	1,495.56	0.00	1,495.56
364	Nelson De Matos Payroll Amounts	7 Prada Court Brampton ON L6P 2K1	1.00	0.00	1.00
365	Nelson Delloso Payroll Amounts	742 Maxman Street Mississauga ON L5R 0B3	1.00	0.00	1.00
366	Nelson Munoz Payroll Amounts	35 Duncanwoods Drive Toronto ON M9L 2C6	1.00	0.00	1.00
367	Nirusen Vigneswaran Payroll Amounts	45 Victoria Street East Cookstown ON L0L 1L0	1.00	0.00	1.00
368	Norma Lam Payroll Amounts	718-28 Uptown Drive Markham ON L3R 5M8	1.00	0.00	1.00
369	North Ray Safety Supplies Ltd.	107 Turner Drive Tottenham ON L0G 1W0	1,388.52	0.00	1,388.52
370	Nothing But Water Products	825 Denison Street Markham ON L3R 5E4	3,210.93	0.00	3,210.93
371	Nth Degree Facades 21004 651 Gateway Blvd	Unknown Unknown USA	214,921.00	0.00	214,921.00
372	Office Central Inc. 11949 01	60 Leek Crescent Richmond Hill ON L4B 1H1	1,247.35	0.00	1,247.35
373	Oleksandr Tarasov Payroll Amounts	451 The West Mall Toronto ON M9C 1G1	1.00	0.00	1.00
374	Olexiy Kiselyov Payroll Amounts	615-545 The West Mall Etobicoke ON M9C 1G6	1.00	0.00	1.00
375	Ontario Glazing Supplies 100013 YC Condo Warranty	300 Trowers Road Woodbridge ON L4L 5Z9	140.12	0.00	140.12
376	Ontario Glazing Supplies 19018 25 Ontario	300 Trowers Road Woodbridge ON L4L 5Z9	6,677.17	0.00	6,677.17
377	Opta Waterdown Inc.	407 Parkside Drive Waterdown ON L0R 2H0	122,416.64	0.00	122,416.64
378	Orazen Extruded Polymers Inc 19016 489 King	999 South Chillicothe Rd Aurora OH 44202 USA	1,099.20	0.00	1,099.20

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
379	Orbis Facade Inc. 18012 Vancouver Post Office	7060 Waltham Avenue Burnaby BC V5J 4V5	83,397.57	0.00	83,397.57
380	Orkin Canada 137942	5840 Falbourne Street Mississauga ON L5R 4B5	395.50	0.00	395.50
381	Pacific Safety Center	20800 Westminster Hwy Richmond BC V6V 2W3	1,884.75	0.00	1,884.75
382	Paolo De Torre Payroll Amounts	60 Burlingame Road Etobicoke ON M8W 1Y8	1.00	0.00	1.00
383	Parth Jani Payroll Amounts	13 Hatton Crt Brampton ON L6Y 5T6	1.00	0.00	1.00
384	PayChex Business Solutions	970 Lake Carillon Drive St. Petersburg FL 33716 USA	21,771.07	0.00	21,771.07
385	Pedro Santiago Mora Payroll Amounts	3 Gale Way Vaughan ON L6A 3E8	1.00	0.00	1.00
386	Pengelly Iron Works	47 Rivalda Road North York ON M9M 2M4	29,696.40	0.00	29,696.40
387	Pengelly Iron Works 19015 The Well	47 Rivalda Road North York ON M9M 2M4	152.55	0.00	152.55
388	Pengelly Iron Works 19016 489 King	47 Rivalda Road North York ON M9M 2M4	31,628.70	0.00	31,628.70
389	Pengelly Iron Works 19018 25 Ontario	47 Rivalda Road North York ON M9M 2M4	280,749.56	0.00	280,749.56
390	Pengelly Iron Works 20004 Portland Commons	47 Rivalda Road North York ON M9M 2M4	2,353.23	0.00	2,353.23
391	Pengelly Iron Works 20005 Bernard Block	47 Rivalda Road North York ON M9M 2M4	2,056.60	0.00	2,056.60
392	Pengelly Iron Works 21002 Ellie Condo Development	47 Rivalda Road North York ON M9M 2M4	2,335.71	0.00	2,335.71
393	Pengelly Iron Works 21003 88 Queen Street - 2	47 Rivalda Road North York ON M9M 2M4	4,514.35	0.00	4,514.35
394	Pengelly Iron Works 21004 651 Gateway Blvd	47 Rivalda Road North York ON M9M 2M4	977.45	0.00	977.45
395	Pengelly Iron Works 21005 2525 Bathurst	47 Rivalda Road North York ON M9M 2M4	1,808.00	0.00	1,808.00
396	Pengelly Iron Works 22001 ANX Dupont	47 Rivalda Road North York ON M9M 2M4	6,721.61	0.00	6,721.61
397	Pengelly Iron Works 22003 Charles at Church	47 Rivalda Road North York ON M9M 2M4	3,635.78	0.00	3,635.78
398	Peter Schauer Payroll Amounts	339 Hewitt Circle Newmarket ON L3X 2H1	1.00	0.00	1.00
399	Petro-Canada Superpass 993 686 255 7	Tote Rd Peace River B BC V0J 3N0	1.00	0.00	1.00

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
400	Phoenix Firestopping Systems Ltd. 19011 Sick Kids	3349 Azelia Court Mississauga ON L5N 7E7	7,580.04	0.00	7,580.04
401	Phoenix Firestopping Systems Ltd. 19015 The Well	3349 Azelia Court Mississauga ON L5N 7E7	7,932.60	0.00	7,932.60
402	Phoenix Firestopping Systems Ltd. 19018 25 Ontario	3349 Azelia Court Mississauga ON L5N 7E7	49,833.00	0.00	49,833.00
403	Phoenix Firestopping Systems Ltd. 20001 203 Jarvis	3349 Azelia Court Mississauga ON L5N 7E7	21,289.20	0.00	21,289.20
404	Phoenix Firestopping Systems Ltd. 20004 Portland Commons	3349 Azelia Court Mississauga ON L5N 7E7	38,442.60	0.00	38,442.60
405	Phoenix Glass 18012 Vancouver Post Office	8166 92nd Street Delta BC V4G 0A4	8,449.06	0.00	8,449.06
406	Phu Lam Huynh Payroll Amounts	55 Northover Street Toronto ON M3L 1W6	1.00	0.00	1.00
407	Pitneyworks 6100-9080-0174-2881	PO Box 280 Orangeville ON L9W 2Z7	1.00	0.00	1.00
408	Posse Heavy Haul (2017) Ltd. 20005 Bernard Block	19272 96 Avenue Surrey BC V4N 4C1	22,947.78	0.00	22,947.78
409	Prasad Plastics Ltd. 19018 25 Ontario	7320 Pacific Circle Mississauga ON L5T 1V1	3,787.17	0.00	3,787.17
410	Preston Equipment Rentals Ltd. 20004 Portland Commons	PO Box 72035 Vancouver BC V6R 4P2	6,780.00	0.00	6,780.00
411	Preston Equipment Rentals Ltd. 21003 88 Queen Street - 2	PO Box 72035 Vancouver BC V6R 4P2	16,855.77	0.00	16,855.77
412	Quality Saw & Knife Ltd.	3108 - 585 Seaborne Avenue Port Coquitlam BC V3B 0M3	596.43	0.00	596.43
413	Randeep Kaur Payroll Amounts	17 Latania Blvd Brampton ON L6P 1S8	1.00	0.00	1.00
414	Randy Stalker Payroll Amounts	5 Michael Power Place Apt 1905 Toronto ON M9A 0A3	1.00	0.00	1.00
415	Ravikanthanatha Subramaniam Payroll Amounts	707 Midland Avenue Scarborough ON M1K 4E3	1.00	0.00	1.00
416	Raymond Mendonca Payroll Amounts	96 Flannery Lane Thorold ON L2V 4V0	1.00	0.00	1.00
417	RBC Royal Bank c/o BankruptcyHighway.com Attn: Razel Bowen Truck Lease	PO Box 57100 Etobicoke ON M8Y 3Y2	0.00	81,000.00	81,000.00
418	RBC Royal Bank of Canada	3300 Highway 7 West Concord ON L4K 5A4	0.00	4,256,076.19	4,256,076.19
419	RedSeal Firestop Ltd. 20005 Bernard Block	347 Leon Avenue East Kelowna BC V1Y 8C7	27,078.93	0.00	27,078.93
420	Reliable Equipment Rentals 2657	20499 Westminister Highway Richmond BC V6V 1B3	616.00	0.00	616.00

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
421	REMI Industries Ltd.	7885 Tranmere Drive Mississauga ON L5S 1V8	477.99	0.00	477.99
422	Renato Lancion Payroll Amounts	72 Sweet Oak Court Brampton ON L6Y 3S8	1.00	0.00	1.00
423	Reshad Babakarkhail Payroll Amounts	40 Godstone Rd North York ON M2J 3C7	1.00	0.00	1.00
424	Rheal Ramsammy Payroll Amounts	53 Bridgenorth Crescent Etobicoke ON M9V 2M5	1.00	0.00	1.00
425	Ricardo Mariano Payroll Amounts	147 Wellington Street Apt #708 Aurora ON L4G 3M1	1.00	0.00	1.00
426	Richard Doucett Payroll Amounts	602 - 15 Regency Crescent Whitby ON L1N 7K9	1.00	0.00	1.00
427	Rightway Crane & Mfg Ltd. 19011 Sick Kids	1184A Speers Road Oakville ON L6L 2X4	898.64	0.00	898.64
428	Ri-Go Lift Truck Ltd.	175 Courtland Avenue Concord ON L4K 4T2	48,951.60	0.00	48,951.60
429	Ri-Go Lift Truck Ltd. 19018 25 Ontario	175 Courtland Avenue Concord ON L4K 4T2	3,428.24	0.00	3,428.24
430	Rising Freight Services Inc. 19016 489 King	2250 Bovaird Drive East Brampton ON L6R 0W3	11,559.90	0.00	11,559.90
431	Rising Freight Services Inc. 21002 Ellie Condo Development	2250 Bovaird Drive East Brampton ON L6R 0W3	4,819.45	0.00	4,819.45
432	Robert Stevens Payroll Amounts	3559 Eglinton Ave. W. Apt. # 809 Toronto ON M9M 5C6	1.00	0.00	1.00
433	Robinson Blundell Payroll Amounts	1216 Leacock Court Oshawa ON L1K 2R3	1.00	0.00	1.00
434	Roel Bravo Payroll Amounts	54 Pacific Wind Crescent Brampton ON L6R 2B1	1.00	0.00	1.00
435	Roman Tsomaya Payroll Amounts	325 Bogeia Avenue North York ON M2N 1L8	1.00	0.00	1.00
436	Roman Cap Payroll Amounts	876 Spinning Wheel Crescent Mississauga ON L5W 1W3	1.00	0.00	1.00
437	Rose Cirillo Payroll Amounts	240 Royal Appian Crescent Concord ON L4K 5L3	1.00	0.00	1.00
438	Rosendo Zambrano Payroll Amounts	3527 Eglinton Ave W. Unit 2 Toronto ON M6M 1V5	1.00	0.00	1.00
439	Rosine El Imad Payroll Amounts	22 Gerussi Street Vaughan ON L4H 4R7	1.00	0.00	1.00
440	Ryan Van Onlangs Payroll Amounts	1061 Don Mills Road, Unit 201 North York ON M3C 1X2	1.00	0.00	1.00
441	Ryerson Canada Inc. 19016 489 King	7525 Financial Drive Brampton ON L6Y 5P4	808.42	0.00	808.42

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
442	Ryerson Canada Inc. 19018 25 Ontario	7525 Financial Drive Brampton ON L6Y 5P4	5,039.32	0.00	5,039.32
443	Ryerson Canada Inc. 20004 Portland Commons	7525 Financial Drive Brampton ON L6Y 5P4	10,894.80	0.00	10,894.80
444	Ryerson Canada Inc. 20005 Bernard Block	7525 Financial Drive Brampton ON L6Y 5P4	1,380.01	0.00	1,380.01
445	Ryerson Canada Inc. 21003 88 Queen Street - 2	7525 Financial Drive Brampton ON L6Y 5P4	12,515.43	0.00	12,515.43
446	S.I.L Fasteners 19018 25 Ontario	140 Trowers Road Vaughan ON L4L 5Z5	2,832.91	0.00	2,832.91
447	Sachin Ramkaran Payroll Amounts	3600 Morning Star Drive Unit 50 Mississauga ON L4T 1Y5	1.00	0.00	1.00
448	Sams Electrical Services Ltd.	130 Andrew Park Woodbridge ON L4L 1G4	43,448.50	0.00	43,448.50
449	Sanh Thai Payroll Amounts	30C View Green Cres Etobicoke ON M9W 3C7	1.00	0.00	1.00
450	Saving Grace Sheet Metal Inc. 19011 Sick Kids	326 Deerhurst Drive Brampton ON L6T 5H9	6,119.74	0.00	6,119.74
451	Scafom Canada 19011 Sick Kids	35 Precision Road Etobicoke ON M9W 5H3	55,759.85	0.00	55,759.85
452	Scafom Canada 19015 The Well	35 Precision Road Etobicoke ON M9W 5H3	44,215.24	0.00	44,215.24
453	Scafom Canada 19018 25 Ontario	35 Precision Road Etobicoke ON M9W 5H3	35,579.82	0.00	35,579.82
454	Scafom Canada 21002 Ellie Condo Development	35 Precision Road Etobicoke ON M9W 5H3	15,061.77	0.00	15,061.77
455	SDI Supplies Ltd. 19016 489 King	4935 Steeles Avenue West Toronto ON M9L 1R4	7,571.00	0.00	7,571.00
456	SDI Supplies Ltd. 21002 Ellie Condo Development	4935 Steeles Avenue West Toronto ON M9L 1R4	293.80	0.00	293.80
457	SDI Supplies Ltd. 21003 88 Queen Street - 2	4935 Steeles Avenue West Toronto ON M9L 1R4	1,459.51	0.00	1,459.51
458	Sean Santiaguél Payroll Amounts	2624 Keele Street Unit 3 Toronto ON M6L 2P1	1.00	0.00	1.00
459	Sened Beyene Payroll Amounts	797 Jane Street, Unit 703 Toronto ON M6N 4B8	1.00	0.00	1.00
460	Serhiy Marych Payroll Amounts	21 Purbrook Court North York ON M2R 2B6	1.00	0.00	1.00
461	Server North Inc. 21003 88 Queen Street - 2	104 Condar Drive Ottawa ON K1V 9C3	2,774.88	0.00	2,774.88
462	Shane Marks Payroll Amounts	56 Pinebrook Crescent Whitby ON L1R 2J7	1.00	0.00	1.00

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
463	Shane Rogers Payroll Amounts	2190 Lawrence Avenue East Scarborough ON M1P 2P8	1.00	0.00	1.00
464	Signature Plastics Ltd. 20004 Portland Commons	41 Citation Drive Concord ON L4K 2Y8	2,429.50	0.00	2,429.50
465	Sonic Staffing 19018 25 Ontario	4367 Steeles Avenue West North York ON M3N 1V7	291,742.50	0.00	291,742.50
466	Sooley's Safety Services	67-55 Kerman Avenue Grimsby ON L3M 5G2	1,299.50	0.00	1,299.50
467	Soprema Inc. 19011 Sick Kids	60 Sovereign Court Woodbridge ON L4L 8M1	1,412.91	0.00	1,412.91
468	Soprema Inc. 19018 25 Ontario	60 Sovereign Court Woodbridge ON L4L 8M1	420.72	0.00	420.72
469	Soprema Inc. 20004 Portland Commons	60 Sovereign Court Woodbridge ON L4L 8M1	14,916.45	0.00	14,916.45
470	Soprema Inc. 21002 Ellie Condo Development	60 Sovereign Court Woodbridge ON L4L 8M1	809.94	0.00	809.94
471	Soprema Inc. 21003 88 Queen Street - 2	60 Sovereign Court Woodbridge ON L4L 8M1	1,507.47	0.00	1,507.47
472	Spaenaur Fasteners 102687	PO Box 544 Kitchener ON N2G 4B1	1,415.06	0.00	1,415.06
473	Specialized Metal Fabricators Inc. 19011 Sick Kids	101 Marycroft Avenue Woodbridge ON L4L 5Y6	1,688.24	0.00	1,688.24
474	Specialized Metal Fabricators Inc. 19015 The Well	101 Marycroft Avenue Woodbridge ON L4L 5Y6	1,049.37	0.00	1,049.37
475	Specialized Metal Fabricators Inc. 19018 25 Ontario	101 Marycroft Avenue Woodbridge ON L4L 5Y6	122,027.25	0.00	122,027.25
476	Specialized Metal Fabricators Inc. 20004 Portland Commons	101 Marycroft Avenue Woodbridge ON L4L 5Y6	31,979.42	0.00	31,979.42
477	Specialized Metal Fabricators Inc. 21002 Ellie Condo Development	101 Marycroft Avenue Woodbridge ON L4L 5Y6	1,009.78	0.00	1,009.78
478	Specialized Metal Fabricators Inc. 21003 88 Queen Street - 2	101 Marycroft Avenue Woodbridge ON L4L 5Y6	7,288.50	0.00	7,288.50
479	St. John's Ambulance	201 - 13321 Yonge Street Richmond hill ON L4E 0K5	369.75	0.00	369.75
480	Stanislav Didenko Payroll Amounts	1939 Reiss Court Mississauga ON L5J 3S2	1.00	0.00	1.00
481	State Window Corporation	220 Hunter's Valley Road Vaughan ON L4H 3V9	82,901.66	0.00	82,901.66
482	Stella Custom Glass Hardware 19018 25 Ontario	Unit 105 - 8218 North Fraser Way Burnaby BC V3N 0E9	28,655.86	0.00	28,655.86
483	Structural Aluminum Ltd. 19015 The Well	2715 Slough Street Mississauga ON L4T 1G2	53.05	0.00	53.05

30-Aug-2023

Date

James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
484	Structural Aluminum Ltd. 19018 25 Ontario	2715 Slough Street Mississauga ON L4T 1G2	78,203.72	0.00	78,203.72
485	Sudac Consulting Inc. Sublease (17548 65A Ave. Surrey	15055 20th Ave., nit 29 Surrey BC V4A 9Y2	75,536.67	0.00	75,536.67
486	Super Save Enterprises Ltd. 10546	19395 Langley Bypass Surrey BC V3S 6K1	4,486.62	0.00	4,486.62
487	Susan Ding Payroll Amounts	24 Lauralynn Crescent Scarborough ON M1S 2H5	1.00	0.00	1.00
488	Suspended Stages Inc. 18012 Vancouver Post Office	6989 Merritt Avenue Burnaby BC V5J 4R7	8,783.04	0.00	8,783.04
489	Swiss Middle East (CDN) 19016 489 King	PO Box 33977 Dubai UAE	161,204.70	0.00	161,204.70
490	Swiss Middle East (CDN) 23001 77 Wade Avenue	PO Box 33977 Dubai UAE	22,000.00	0.00	22,000.00
491	Systematik Design & Engineering 21003 88 Queen Street - 2	5701 Jefferson Street Hollywood FL 33023 USA	6,458.10	0.00	6,458.10
492	Systematik Design & Engineering 21004 651 Gateway Blvd	5701 Jefferson Street Hollywood FL 33023 USA	679.80	0.00	679.80
493	Systematik Design & Engineering 22003 Charles at Church	5701 Jefferson Street Hollywood FL 33023 USA	39,581.36	0.00	39,581.36
494	Sze Lam Wong Payroll Amounts	22 Lou Pomanti St Toronto ON M9M 0C2	1.00	0.00	1.00
495	T&T Prism Products	935 Graham Side Road Newmarket ON L3Y 4V9	1,556.01	0.00	1,556.01
496	TB Philly, Inc. (USD) 19016 489 King	400 Thomas Drive Phoenixville PA 19460 USA	5,783.29	0.00	5,783.29
497	TB Philly, Inc. (USD) 19018 25 Ontario	400 Thomas Drive Phoenixville PA 19460 USA	32,119.80	0.00	32,119.80
498	TB Philly, Inc. (USD) 20004 Portland Commons	400 Thomas Drive Phoenixville PA 19460 USA	13,187.64	0.00	13,187.64
499	TB Philly, Inc. (USD) 20005 Bernard Block	400 Thomas Drive Phoenixville PA 19460 USA	635.14	0.00	635.14
500	TB Philly, Inc. (USD) 21002 Ellie Condo Development	400 Thomas Drive Phoenixville PA 19460 USA	8,953.20	0.00	8,953.20
501	TB Philly, Inc. (USD) 21003 88 Queen Street - 2	400 Thomas Drive Phoenixville PA 19460 USA	13,596.68	0.00	13,596.68
502	TB Philly, Inc. (USD) 21004 651 Gateway Blvd	400 Thomas Drive Phoenixville PA 19460 USA	18,044.04	0.00	18,044.04
503	Technoform Bautex NA Inc. 19016 489 King	1755 Enterprise Parkway Twinsburg OH 44087 USA	7,976.77	0.00	7,976.77
504	Technoform Bautex NA Inc. 19018 25 Ontario	1755 Enterprise Parkway Twinsburg OH 44087 USA	23,151.91	0.00	23,151.91

30-Aug-2023

Date

James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
505	Technoform Bautex NA Inc. 21003 88 Queen Street - 2	1755 Enterprise Parkway Twinsburg OH 44087 USA	11,952.04	0.00	11,952.04
506	Technoform Bautex NA Inc. 21004 651 Gateway Blvd	1755 Enterprise Parkway Twinsburg OH 44087 USA	14,779.29	0.00	14,779.29
507	Thakurdatt Persaud Payroll Amounts	380 Dixon Road Unit 2407 Toronto ON M9R 1T3	1.00	0.00	1.00
508	The Brand Factory Inc.	91-93 Scollard Street Toronto ON M5R 1G4	3,164.00	0.00	3,164.00
509	The North Transportation Inc.	31 Tupling Street Bradford ON L3Z 0W8	884,665.41	0.00	884,665.41
510	Thomas Morell Payroll Amounts	1752 Finkle Dr Oshawa ON L1K 0R5	1.00	0.00	1.00
511	TimeClock Plus LLC A280221-564073	9433 Bee Cave Road Austin TX 78733 USA	1,339.64	0.00	1,339.64
512	Timothy Donohue Payroll Amounts	2421 Rumney Road Tay ON L0K 1R0	1.00	0.00	1.00
513	Tin Huynh Payroll Amounts	1038 Bridletowne Circle Toronto ON M1W 2H8	1.00	0.00	1.00
514	Tip Fleet Services Canada Ltd. 19018 25 Ontario	1880 Britannia Road East Mississauga ON L4W 1J3	6,713.18	0.00	6,713.18
515	Tip Fleet Services Canada Ltd. 20004 Portland Commons	1880 Britannia Road East Mississauga ON L4W 1J3	13,443.39	0.00	13,443.39
516	Tool Time Inc. INTBUI	21 Bradwick Drive Concord ON L4K 1K6	6,725.62	0.00	6,725.62
517	Torcan Lift Equipment 19007 95 Wellington - 2	115 Rivalda Road Toronto ON M9M 2M6	5,029.91	0.00	5,029.91
518	Torcan Lift Equipment 19011 Sick Kids	115 Rivalda Road Toronto ON M9M 2M6	36,919.92	0.00	36,919.92
519	Torcan Lift Equipment 19018 25 Ontario	115 Rivalda Road Toronto ON M9M 2M6	0.00	0.00	0.00
520	Torcan Lift Equipment 20001 203 Jarvis	115 Rivalda Road Toronto ON M9M 2M6	2,373.00	0.00	2,373.00
521	Torcan Lift Equipment 20004 Portland Commons	115 Rivalda Road Toronto ON M9M 2M6	13,222.41	0.00	13,222.41
522	Torcan Lift Equipment 21002 Ellie Condo Development	115 Rivalda Road Toronto ON M9M 2M6	813.60	0.00	813.60
523	Torcan Lift Equipment 21003 88 Queen Street - 2	115 Rivalda Road Toronto ON M9M 2M6	1,060.50	0.00	1,060.50
524	Torcan Lift Equipment 21005 2525 Bathurst	115 Rivalda Road Toronto ON M9M 2M6	3,954.55	0.00	3,954.55
525	Traffix USA Inc. 20004 Portland Commons	1 - 375 Wheelabrator Way Milton ON L9T 3C1	1,339.05	0.00	1,339.05

30-Aug-2023

Date

James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
526	Travis Payne Payroll Amounts	4 Hilda Court Brampton ON L6S 2C1	1.00	0.00	1.00
527	Trelleborg Sealing Profiles U.S. Inc. 19016 489 King	285 Lena Drive Aurora OH 44202 USA	22,227.05	0.00	22,227.05
528	Trelleborg Sealing Profiles U.S. Inc. 20004 Portland Commons	285 Lena Drive Aurora OH 44202 USA	135,163.14	0.00	135,163.14
529	Trelleborg Sealing Profiles U.S. Inc. 20005 Bernard Block	285 Lena Drive Aurora OH 44202 USA	22,405.11	0.00	22,405.11
530	Trelleborg Sealing Profiles U.S. Inc. 21003 88 Queen Street - 2	285 Lena Drive Aurora OH 44202 USA	10,645.27	0.00	10,645.27
531	Trueline CFS Inc.	185 Adesso Drive Vaughan ON L4K 3C4	9,379.00	0.00	9,379.00
532	Trulite Glass & Aluminum Solutions 19015 The Well	20 Royal Group Crescent Woodbridge ON L4H 1X9	33,786.77	0.00	33,786.77
533	Trulite Glass & Aluminum Solutions 22003 Charles at Church	20 Royal Group Crescent Woodbridge ON L4H 1X9	2,889.45	0.00	2,889.45
534	Trung Huynh Payroll Amounts	2600 Jane Street, Unit 504 Toronto ON M3L 1S2	1.00	0.00	1.00
535	Truong Pham Payroll Amounts	1 Fountainhead Road North York ON M3J 1K6	1.00	0.00	1.00
536	Tsehaye Kidanemaryam Payroll Amounts	56 Habitat Drive Toronto ON M9M 2P1	1.00	0.00	1.00
537	Tvitec System Glass (EUR) 20004 Portland Commons	Industrial Park Prado Del Espino, C/ Impresores 20 Boadilla del Monte (Madrid) 28660 Spain	29,035.51	0.00	29,035.51
538	Tvitec System Glass (EUR) 20005 Bernard Block	Industrial Park Prado Del Espino, C/ Impresores 20 Boadilla del Monte (Madrid) 28660 Spain	0.00	0.00	0.00
539	UL Laboratory Canada Inc. 20003 VMC East Block	7 Underwriters Road Scarborough ON M1R 3A9	1,356.00	0.00	1,356.00
540	Uline Canada 9577305	PO Box 3500 Mississauga ON L5M 0S8	7,605.57	0.00	7,605.57
541	Uniropo Limited 7342	3070 Universal Drive Mississauga ON L4X 2C8	458.03	0.00	458.03
542	Up & Down Lifting Solutions 19011 Sick Kids	335 Waydom Drive Ayr ON N0B 1E0	87,970.50	0.00	87,970.50
543	Up & Down Lifting Solutions 19015 The Well	335 Waydom Drive Ayr ON N0B 1E0	28,476.00	0.00	28,476.00
544	Up & Down Lifting Solutions 19018 25 Ontario	335 Waydom Drive Ayr ON N0B 1E0	119,667.00	0.00	119,667.00
545	Up & Down Lifting Solutions 20001 203 Jarvis	335 Waydom Drive Ayr ON N0B 1E0	15,255.00	0.00	15,255.00
546	Valid Metal Fabrication Inc. 19016 489 King	50 Melford Drive Scarborough ON M1B 3V2	27,408.29	0.00	27,408.29

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "A"

Unsecured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
547	Valid Metal Fabrication Inc. 20004 Portland Commons	50 Melford Drive Scarborough ON M1B 3V2	2,267.63	0.00	2,267.63
548	Valid Metal Fabrication Inc. 21002 Ellie Condo Development	50 Melford Drive Scarborough ON M1B 3V2	2,860.76	0.00	2,860.76
549	Valid Metal Fabrication Inc. 21005 2525 Bathurst	50 Melford Drive Scarborough ON M1B 3V2	580.89	0.00	580.89
550	Valley Metal Finishing Ltd. 20004 Portland Commons	211 Snidercroft Road Concord ON L4K 2J8	34,302.17	0.00	34,302.17
551	Vault Credit Corporation Computer Leases	5 - 41 Scarsdale Rd Toronto ON M3B 2R2	0.00	100,000.00	100,000.00
552	Viability Metals Inc. 20004 Portland Commons	757 McKay Road Pickering ON L1W 3C8	858.80	0.00	858.80
553	Viability Metals Inc. 21002 Ellie Condo Development	757 McKay Road Pickering ON L1W 3C8	2,689.40	0.00	2,689.40
554	Victor Soldatkine Payroll Amounts	275 Main Street Toronto ON M4C 4X4	1.00	0.00	1.00
555	Viktor Belousov Payroll Amounts	6040 Bathurst Street Unit 503 Toronto ON M2R 2A1	1.00	0.00	1.00
556	Vipan Vir Singh Payroll Amounts	109 Centre St. S. Brampton ON L6W2X9	1.00	0.00	1.00
557	Vipin Mohanan Payroll Amounts	104 Melia Lane Maple ON L6A 3K7	1.00	0.00	1.00
558	Viracon Inc. (CDN) 19018 25 Ontario	800 Park Drive Owatonna MN 55060	993,673.46	0.00	993,673.46
559	Vitrum Industries Ltd. 18012 Vancouver Post Office	9739 201 Street Langley BC V1M 3E7	893,232.82	0.00	893,232.82
560	Vladyslav Fridenberh Payroll Amounts	2900 Highway 7 Vaughan ON L4K 0G3	1.00	0.00	1.00
561	Volodymyr Lukanyuk Payroll Amounts	362 The East Mall Etobicoke ON M9B 6C4	1.00	0.00	1.00
562	Volodymyr Zayika Payroll Amounts	34 Saintfield Ave Toronto ON M3C 2M6	1.00	0.00	1.00
563	Wallace Kent Payroll Amounts	6652 Walkers Line Burlington ON L7M 0R3	1.00	0.00	1.00
564	Ware Malcomb Architecture ULC TOR21-6036-00	180 Bass Pro Mills Drive Vaughan ON L4K 5W4	104.64	0.00	104.64
565	Warren Brown Payroll Amounts	524 Lisbon Court Oshawa ON L1J 6R3	1.00	0.00	1.00
566	Wassim Abou Sawan Payroll Amounts	39 Oakhill Road Vaughan ON L4L2H2	1.00	0.00	1.00
567	Weldeab Mebrahtu Payroll Amounts	1018 St Clarens Ave Toronto ON M6H 3X7	1.00	0.00	1.00

30-Aug-2023

Date

James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "A"
 Unsecured Creditors
 Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
568	Weston Forest Products Inc. 19018 25 Ontario	7600 Torbram Road Mississauga ON L4T 3L8	51,098.21	0.00	51,098.21
569	Weston Forest Products Inc. 20004 Portland Commons	7600 Torbram Road Mississauga ON L4T 3L8	24,086.52	0.00	24,086.52
570	Weston Forest Products Inc. 21003 88 Queen Street - 2	7600 Torbram Road Mississauga ON L4T 3L8	29,219.55	0.00	29,219.55
571	Whitelaw BCA LLP	2400 - 200 Granville Street Vancouver BC V6C 1S4	19,832.35	0.00	19,832.35
572	William Irwin Payroll Amounts	32 Seminole Avenue Scarborough ON M1J 1N1	1.00	0.00	1.00
573	William March Payroll Amounts	1448 Dufferin Street Toronto ON M6H 3L2	1.00	0.00	1.00
574	William Hemiman Payroll Amounts	855 Lawndale Ave Kingsville ON N9Y 3S5	1.00	0.00	1.00
575	Williams Scotman of Canada Inc. 10461770	c/o 911630 PO Box 4090 Toronto ON M5W 0E9	14,301.17	0.00	14,301.17
576	Windmill Dream Ontario 211 LP	30 Adelaide Street East, Suite 301 Toronto ON M5C 3H1	53,894.49	0.00	53,894.49
577	Wiseworth Canada INTEGROBU	19298 21st Avenue Surrey BC V3Z 3M3	1,208.76	0.00	1,208.76
578	Wm. P Somerville (1996) Ltd.	3964 Kitchener Road Burnaby BC V5C 3M2	337.97	0.00	337.97
579	Wm. P Somerville (1996) Ltd. 20005 Bernard Block	3964 Kitchener Road Burnaby BC V5C 3M2	8,373.39	0.00	8,373.39
580	Wm. P Somerville (1996) Ltd. 21004 651 Gateway Blvd	3964 Kitchener Road Burnaby BC V5C 3M2	7,027.88	0.00	7,027.88
581	Workplace Safety and Insurance Board Attn: Eric Kupka	200 Front St W, 22nd Floor Toronto ON M5V 3J1	1.00	0.00	1.00
582	Xi Quan Lin Payroll Amounts	32 Hawstone Road Woodbridge ON L4H 4G5	1.00	0.00	1.00
583	Yarlmatal Fabrications Inc. 19015 The Well	40 Dynamic Drive Toronto ON M1V 2W2	5,678.93	0.00	5,678.93
584	Yarlmatal Fabrications Inc. 19016 489 King	40 Dynamic Drive Toronto ON M1V 2W2	1,966.20	0.00	1,966.20
585	Yarlmatal Fabrications Inc. 19018 25 Ontario	40 Dynamic Drive Toronto ON M1V 2W2	3,324.69	0.00	3,324.69
586	Yarlmatal Fabrications Inc. 20004 Portland Commons	40 Dynamic Drive Toronto ON M1V 2W2	22,972.05	0.00	22,972.05
587	Yarlmatal Fabrications Inc. 21004 651 Gateway Blvd	40 Dynamic Drive Toronto ON M1V 2W2	4,986.01	0.00	4,986.01
588	Yarlmatal Fabrications Inc. 22001 ANX Dupont	40 Dynamic Drive Toronto ON M1V 2W2	2,370.56	0.00	2,370.56

30-Aug-2023

Date

James Wilson

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
Integro Building Systems Inc.
of the City of Vaughan, in the Municipality of York
in the Province of Ontario
List "A"
Unsecured Creditors
Integro Building Systems Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
589	Yasmin Arjomandi Payroll Amounts	53 Tiberini Way Bradford ON L3Z2A6	1.00	0.00	1.00
590	Yonas Bariay Payroll Amounts	2201-2405 Finch Ave West Toronto ON M9M 2X2	1.00	0.00	1.00
591	Yurii Shkurenko Payroll Amounts	475 The West Mall Etobicoke ON M9C 4Z3	1.00	0.00	1.00
592	Yuriy Bilan Payroll Amounts	307-24 Burnhamthorpe Road Toronto ON M9A 1G8	1.00	0.00	1.00
593	Yuriy Maystrenko Payroll Amounts	258 Glenholme Avenue Toronto ON M6E 3C8	1.00	0.00	1.00
594	Zelus Material Handling 2476	730 South Service Road Stoney Creek ON L8E 5S7	8,424.73	0.00	8,424.73
595	Zheng Fang Leng Payroll Amounts	186 Freshmeadow Drive Toronto ON M2M 2R1	1.00	0.00	1.00
596	Zhi Li Payroll Amounts	72 San Vito Drive VAUGHAN ON L4H 1X4	1.00	0.00	1.00
Total:			8,171,354.55	37,421,502.19	45,592,856.74

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Canada Revenue Agency 815290390RP001	5001 Yonge Street North York ON M2N 6R9	2,100,000.00	Business Assets - Machinery - Capital equipment	29-Aug-2023	724,000.00		
				Motor Vehicles - Automobile - 2022 - Dodge - RAM 2500	29-Aug-2023	55,000.00		
				Business Assets - Stock In Trade - Inventory and Scrap Metal	29-Aug-2023	11,000.00		
				Other - Computer Network and Equipment - Leased	29-Aug-2023	10,000.00		
				Motor Vehicles - Automobile - Dodge - RAM 1500	29-Aug-2023	5,000.00		
				Debts Due - Business - PCL Constructors Canada Inc. - Sick Kids	29-Aug-2023	1,295,000.00		
				Debts Due - Business - PCL Constructors Westcoast Inc. - Vancouver Post Office	29-Aug-2023	0.00		
				Debts Due - Business - Royal Glass Company Inc. - 651 Gateway	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - The Well	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 203 Jarvis	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 2525 Bathurst	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 88 Queen St.	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - Ellie Condo Development	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - VMC East Block	29-Aug-2023	0.00		
				Debts Due - Business - View, Inc. - Bernard Block	29-Aug-2023	0.00		
				Debts Due - Business - Davpart Inc. - Charles at Church	29-Aug-2023	0.00		

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Canada Revenue Agency 815290390RP001	5001 Yonge Street North York ON M2N 6R9		Debts Due - Business - Ellis-Don Corporation - Portland Commons Debts Due - Business - EllisDon Residential Inc. - 489 King Debts Due - Business - First Gulf Development - 25 Ontario	29-Aug-2023 29-Aug-2023 29-Aug-2023	0.00 0.00 0.00		
2	Contractors/Suppliers - Construction Trust/Lien Claims - 18012 Vancouver Post Office	Various Various	1,034,488.88	Debts Due - Business - PCL Constructors Westcoast Inc. - Vancouver Post Office	29-Aug-2023	0.00		1,034,488.88
3	Contractors/Suppliers - Construction Trust/Lien Claims - 19011 Sick Kids	Various Various	231,813.92	Debts Due - Business - PCL Constructors Canada Inc. - Sick Kids	29-Aug-2023	231,813.92		
4	Contractors/Suppliers - Construction Trust/Lien Claims - 19015 The Well	Various Various	195,666.95	Debts Due - Business - State Window Corp. - The Well	29-Aug-2023	190,000.00		5,666.95
5	Contractors/Suppliers - Construction Trust/Lien Claims - 19016 489 King	Various Various	5,646,990.03	Debts Due - Business - EllisDon Residential Inc. - 489 King	29-Aug-2023	0.00		5,646,990.03
6	Contractors/Suppliers - Construction Trust/Lien Claims - 19018 25 Ontario	Various Various	2,796,102.28	Debts Due - Business - First Gulf Development - 25 Ontario	29-Aug-2023	0.00		2,796,102.28
7	Contractors/Suppliers - Construction Trust/Lien Claims - 20001 203 Jarvis	Various Various	50,547.73	Debts Due - Business - State Window Corp. - 203 Jarvis	29-Aug-2023	50,547.73		
8	Contractors/Suppliers - Construction Trust/Lien Claims - 20003 VMC East Block	Various Various	34,028.26	Debts Due - Business - State Window Corp. - VMC East Block	29-Aug-2023	34,028.26		
9	Contractors/Suppliers - Construction Trust/Lien Claims - 20004 Portland Commons	Various Various	1,516,996.45	Debts Due - Business - Ellis-Don Corporation - Portland Commons	29-Aug-2023	1,516,996.45		
10	Contractors/Suppliers - Construction Trust/Lien Claims - 20005 Benard Block	Various Various	1,375,084.67	Debts Due - Business - View, Inc. - Bernard Block	29-Aug-2023	76,000.00		1,299,084.67
11	Contractors/Suppliers - Construction Trust/Lien Claims - 21002 Ellie Condo Development	Various Various	120,091.92	Debts Due - Business - State Window Corp. - Ellie Condo Development	29-Aug-2023	120,091.92		

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
12	Contractors/Suppliers - Construction Trust/Lien Claims - 21003 88 Queen St.	Various Various	582,846.48	Debts Due - Business - State Window Corp. - 88 Queen St.	29-Aug-2023	347,000.00		235,846.48
13	Contractors/Suppliers - Construction Trust/Lien Claims - 21005 2525 Bathurst	Various Various	21,113.35	Debts Due - Business - State Window Corp. - 2525 Bathurst	29-Aug-2023	21,113.35		
14	Contractors/Suppliers - Construction Trust/Lien Claims - 22003 Charles at Church	Various Various	54,991.56	Debts Due - Business - Davpart Inc. - Charles at Church	29-Aug-2023	54,991.56		

30-Aug-2023

Date

James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
15	Employees - Unpaid Wage and Benefit Amounts	Various	521,000.00	Other - Computer Network and Equipment - Leased	29-Aug-2023	0.00		
				Business Assets - Stock In Trade - Inventory and Scrap Metal	29-Aug-2023	0.00		
				Business Assets - Machinery - Capital equipment	29-Aug-2023	0.00		
				Motor Vehicles - Automobile - Dodge - RAM 1500	29-Aug-2023	0.00		
				Motor Vehicles - Automobile - 2022 - Dodge - RAM 2500	29-Aug-2023	0.00		
				Debts Due - Business - PCL Constructors Canada Inc. - Sick Kids	29-Aug-2023	473,186.08		
				Debts Due - Business - Ellis-Don Corporation - Portland Commons	29-Aug-2023	37,389.91		
				Debts Due - Business - State Window Corp. - 203 Jarvis	29-Aug-2023	9,452.27		
				Debts Due - Business - State Window Corp. - VMC East Block	29-Aug-2023	971.74		
				Debts Due - Business - State Window Corp. - Ellie Condo Development	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 88 Queen St.	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 2525 Bathurst	29-Aug-2023	0.00		
				Debts Due - Business - View, Inc. - Bernard Block	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - The Well	29-Aug-2023	0.00		
				Debts Due - Business - Royal Glass Company Inc. - 651 Gateway	29-Aug-2023	0.00		
				Debts Due - Business - PCL Constructors Westcoast Inc. - Vancouver Post Office	29-Aug-2023	0.00		

30-Aug-2023

Date

James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
15	Employees - Unpaid Wage and Benefit Amounts	Various		Debts Due - Business - Daypart Inc. - Charles at Church	29-Aug-2023	0.00		
				Debts Due - Business - First Gulf Development - 25 Ontario	29-Aug-2023	0.00		
				Debts Due - Business - EllisDon Residential Inc. - 489 King	29-Aug-2023	0.00		

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
16	Integro IBS Holdings Inc.	8811 Huntington Road Vaughan ON L4H 3N5	21,966,246.71	Business Assets - Stock In Trade - Inventory and Scrap Metal	29-Aug-2023	0.00		
				Business Assets - Machinery - Capital equipment	29-Aug-2023	0.00		
				Motor Vehicles - Automobile - Dodge - RAM 1500	29-Aug-2023	0.00		
				Motor Vehicles - Automobile - 2022 - Dodge - RAM 2500	29-Aug-2023	0.00		
				Debts Due - Business - View, Inc. - Bernard Block	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - VMC East Block	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - Ellie Condo Development	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 88 Queen St.	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 2525 Bathurst	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 203 Jarvis	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - The Well	29-Aug-2023	0.00		
				Debts Due - Business - Royal Glass Company Inc. - 651 Gateway	29-Aug-2023	0.00		
				Debts Due - Business - PCL Constructors Westcoast Inc. - Vancouver Post Office	29-Aug-2023	0.00		
				Debts Due - Business - PCL Constructors Canada Inc. - Sick Kids	29-Aug-2023	0.00		
				Debts Due - Business - First Gulf Development - 25 Ontario	29-Aug-2023	0.00		
				Debts Due - Business - EllisDon Residential Inc. - 489 King	29-Aug-2023	0.00		

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
16	Integro IBS Holdings Inc.	8811 Huntington Road Vaughan ON L4H 3N5		Debts Due - Business - Ellis-Don Corporation - Portland Commons Debts Due - Business - Davpart Inc. - Charles at Church Other - Computer Network and Equipment - Leased	29-Aug-2023 29-Aug-2023 29-Aug-2023	0.00 0.00 0.00		21,966,246.71
17	RBC Royal Bank c/o BankruptcyHighway.com Attn: Razel Bowen Truck Lease	PO Box 57100 Etobicoke ON M8Y 3Y2	81,000.00	Motor Vehicles - Automobile - 2022 - Dodge - RAM 2500	29-Aug-2023	0.00		81,000.00

30-Aug-2023

Date

James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
18	RBC Royal Bank of Canada	3300 Highway 7 West Concord ON L4K 5A4	9,780,511.00	Business Assets - Machinery - Capital equipment	29-Aug-2023	0.00		4,256,076.19
				Motor Vehicles - Automobile - Dodge - RAM 1500	29-Aug-2023	0.00		
				Business Assets - Stock In Trade - Inventory and Scrap Metal	29-Aug-2023	0.00		
				Debts Due - Business - Ellis-Don Corporation - Portland Commons	29-Aug-2023	3,922,631.64		
				Debts Due - Business - Royal Glass Company Inc. - 651 Gateway	29-Aug-2023	900,000.00		
				Debts Due - Business - State Window Corp. - 2525 Bathurst	29-Aug-2023	251,886.65		
				Debts Due - Business - Davpart Inc. - Charles at Church	29-Aug-2023	228,008.44		
				Debts Due - Business - State Window Corp. - Ellie Condo Development	29-Aug-2023	221,908.08		
				Debts Due - Business - State Window Corp. - VMC East Block	29-Aug-2023	0.00		
				Debts Due - Business - View, Inc. - Bernard Block	29-Aug-2023	0.00		
				Other - Computer Network and Equipment - Leased	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 88 Queen St.	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - The Well	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp. - 203 Jarvis	29-Aug-2023	0.00		
				Motor Vehicles - Automobile - 2022 - Dodge - RAM 2500	29-Aug-2023	0.00		
				Debts Due - Business - EllisDon Residential Inc. - 489 King	29-Aug-2023	0.00		

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "B"
 Secured Creditors

Integro Building Systems Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
18	RBC Royal Bank of Canada	3300 Highway 7 West Concord ON L4K 5A4		Debts Due - Business - First Gulf Development - 25 Ontario Debts Due - Business - PCL Constructors Canada Inc. - Sick Kids Debts Due - Business - PCL Constructors Westcoast Inc. - Vancouver Post Office	29-Aug-2023 29-Aug-2023 29-Aug-2023	0.00 0.00 0.00		
19	Vault Credit Corporation Computer Leases	5 - 41 Scarsdale Rd Toronto ON M3B 2R2	100,000.00	Other - Computer Network and Equipment - Leased	29-Aug-2023	0.00		100,000.00
Total:			48,209,520.19			10,788,018.00	0.00	37,421,502.19

30-Aug-2023

Date

James Wilson

District of:
Division No.
Court No.
Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
Integro Building Systems Inc.
of the City of Vaughan, in the Municipality of York
in the Province of Ontario
List "C"
Preferred Creditors for Wages, Rent, etc.

Integro Building Systems Inc.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "D"
 Contingent or Other Liabilities

Integro Building Systems Inc.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	Davpart Inc. Charles at Charles	700 - 4576 Yonge Street North York ON M2N 6N4	1.00	0.00		Unclaimed
2	Ellis-Don Corporation Portland Commons	1004 Middlegate Road Mississauga ON L4Y 1M4	1.00	0.00		Unclaimed
3	Export Development Canada Attn: Attention: Christine Barnett	150 Slater Street Ottawa ON K1A 1K3	1.00	0.00		Unclaimed
4	First Gulf Development 25 Ontario	351 King St. E., 13th Floor Toronto ON M5A 0L6	1.00	0.00		Unclaimed
5	PCL Constructors Canada Inc. Sick Kids	2201 Bristol Circle Mississauga ON L6H 0J8	1.00	0.00		Unclaimed
6	PCL Constructors Westcoast Inc. Vancouver Post Office	13911 Wireless Way, Suite 310 Richmond BC V6V 3B9	1.00	0.00		Unclaimed
7	Pomerleau 77 Wade	185 The West Mall, Suite 1100 Toronto ON M9C 5L5	1.00	0.00		Unclaimed
8	Royal Glass Company Inc. 651 Gateway	3200 De La Cruz Santa Clara CA 95054 USA	1.00	0.00		Unclaimed
9	State Window Corporation The Well, 203, Jarvis, 2525 Bath	220 Hunters Valley Road Vaughan ON L4H 3V9	1.00	0.00		Unclaimed
10	View, Inc. Bernard Block	195 S. Milpitas Blvd. Milpitas CA 95035 USA	1.00	0.00		Unclaimed
11	Westbank 489 King	188 University Avenue, 2nd Floor Toronto ON M5H 0A3	1.00	0.00		Unclaimed
Total:			11.00	0.00		

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario

List "E"
 Debts Due to the Bankrupt
 Integro Building Systems Inc.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Davpart Inc. - Charles at Church	4576 Yonge St., Suite 700 Toronto ON M2N 6N4	Accounts/Holdback Receivable	283,000.00 0.00 0.00		29-Aug-2023	283,000.00	Construction Trust/Lien
2	Ellis-Don Corporation - Portland Commons	1004 Middlegate Road Mississauga ON L4Y 1M4	Accounts/Holdback Receivable	5,477,018.00 661,000.00 0.00		29-Aug-2023	5,477,018.00	Construction Trust/Lien
3	EllisDon Residential Inc. - 489 King	1004 Middlegate Road Mississauga ON L4Y 1M4	Accounts/Holdback Receivable	0.00 6,510,734.00 0.00		29-Aug-2023	0.00	Construction Trust/Lien
4	First Gulf Development - 25 Ontario	351 King St. E., 13th Floor Toronto ON M5A 0L6	Accounts/Holdback Receivable	0.00 1,284,641.00 0.00		29-Aug-2023	0.00	Construction Trust/Lien
5	PCL Constructors Canada Inc. - Sick Kids	2201 Bristol Circle, Suite 500 Oakville ON L6H 0J8	Accounts/Holdback Receivable	2,000,000.00 0.00 0.00		29-Aug-2023	2,000,000.00	Construction Trust/Lien
6	PCL Constructors Westcoast Inc. - Vancouver Post Office	13911 Wireless Way, Suite 310 Richmond BC V6V 3B9	Accounts/Holdback Receivable	0.00 2,000.00 0.00		29-Aug-2023	0.00	Construction Trust/Lien
7	Royal Glass Company Inc. - 651 Gateway	3200 De la Cruz Santa Clara CA USA	Accounts/Holdback Receivable	900,000.00 617,000.00 0.00		29-Aug-2023	900,000.00	Construction Trust/Lien
8	State Window Corp. - The Well	220 Hunters Valley Road Vaughan ON L4H 3V9	Accounts/Holdback Receivable	190,000.00 500,000.00 0.00		29-Aug-2023	190,000.00	Construction Trust/Lien
9	State Window Corp. - 203 Jarvis	220 Hunters Valley Road Vaughan ON L4H 3V9	Accounts/Holdback Receivable	60,000.00 60,000.00 0.00		29-Aug-2023	60,000.00	Construction Trust/Lien
10	State Window Corp. - 2525 Bathurst	220 Hunters Valley Road Vaughan ON L4H 3V9	Accounts/Holdback Receivable	273,000.00 0.00 0.00		29-Aug-2023	273,000.00	Construction Trust/Lien

30-Aug-2023

Date



James Wilson

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "E"
 Debts Due to the Bankrupt
 Integro Building Systems Inc.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
11	State Window Corp. - 88 Queen St.	220 Hunters Valley Road Vaughan ON L4H 3V9	Accounts/Holdback Receivable	347,000.00 373,000.00 0.00		29-Aug-2023	347,000.00	Construction Trust/Lien
12	State Window Corp. - Ellie Condo Development	220 Hunters Valley Road Vaughan ON L4H 3V9	Accounts/Holdback Receivable	342,000.00 201,000.00 0.00		29-Aug-2023	342,000.00	Construction Trust/Lien
13	State Window Corp. - VMC East Block	220 Hunters Valley Road Vaughan ON L4H 3V9	Accounts/Holdback Receivable	35,000.00 297,000.00 0.00		29-Aug-2023	35,000.00	Construction Trust/Lien
14	View, Inc. - Bernard Block	195 S. Milpitas Blvd. Milpitas CA 95035 USA	Accounts/Holdback Receivable	76,000.00 946,000.00 0.00		29-Aug-2023	76,000.00	Construction Trust/Lien
				Total:			9,983,018.00	
							9,983,018.00	

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
 Mortgages, etc., Available as Assets

Integro Building Systems Inc.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

30-Aug-2023

Date

James Wilson

District of:
Division No. -
Court No.
Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
Integro Building Systems Inc.
of the City of Vaughan, in the Municipality of York
in the Province of Ontario

List "G"
Real Property or Immovables Owned by Bankrupt

Integro Building Systems Inc.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
			Total:		0.00
			0.00		0.00

30-Aug-2023

Date



James Wilson

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Concluded

In the Matter of the Bankruptcy of
 Integro Building Systems Inc.
 of the City of Vaughan, in the Municipality of York
 in the Province of Ontario
 List "H"
 Property

Integro Building Systems Inc.
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Inventory and Scrap Metal	50,000.00	11,000.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant		Capital equipment	0.00	724,000.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles		Automobile - Dodge - RAM 1500	0.00	5,000.00
		Automobile - 2022 - Dodge - RAM 2500	0.00	55,000.00
(l) Taxes			0.00	0.00
(m) Other		Computer Network and Equipment - Leased	125,000.00	10,000.00
			Total:	805,000.00

30-Aug-2023

Date

James Wilson

Court No.

File No.

**In the Matter of the Bankruptcy of
Integro Building Systems Inc.
of the City of Vaughan, in the Municipality of York
in the Province of Ontario**

**Form 21(Bill C-12)
Assignment for the General Benefit of Creditors
Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)**

**MNP Ltd. - Licensed Insolvency Trustee
1900 - 1 Adelaide Street East
Toronto ON M5C 2V9
Phone: (416) 596-1711 Fax: (416) 323-5242**

Appendix “D”

Enquiry Result

File Currency: 28AUG 2023



Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	703987056	1	25	1	29	04MAR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
703987056		001	1		20150304 0946 1590 0907	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	145 KING STREET WEST, SUITE 2200				TORONTO	ON	M5H 4G2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	INTEGRO IBS HOLDINGS INC.								
	Address				City	Province	Postal Code		
	145 KING STREET WEST, SUITE 2200				TORONTO	ON	M5H 4G2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	MINDEN GROSS LLP (AXS)			
	Address	City	Province	Postal Code
	145 KING STREET WEST, SUITE 2200	TORONTO	ON	M5H 4G2

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	INTEGRO BUILDING SYSTEMS						
File Currency	28AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	723975075	2	25	2	29	10JAN 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
723975075		001	001		20170110 1538 1862 5161	P PPSA	10

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	INTEGRO BUILDING SYSTEMS INC.			
	Address	City	Province	Postal Code
	2190 TESTON ROAD	MAPLE	ON	L6A 4A7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	EXPORT DEVELOPMENT CANADA			
	Address	City	Province	Postal Code
	150 SLATER STREET	OTTAWA	ON	K1A 1K3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	EXPORT DEVELOPMENT CANADA			
	Address	City	Province	Postal Code
	150 SLATER STREET	OTTAWA	ON	K1A 1K3

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	726519492	3	25	3	29	11APR 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
726519492		01	001		20170411 1439 1530 0388	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	20 CORRINE COURT				CONCORD	ON	L4K 5A4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address				City	Province	Postal Code		
	36 YORK MILLS ROAD, 4TH FLOOR				TORONTO	ON	M2P 0A4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address				City	Province	Postal Code		
	4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								

	File Number	Family	of Families	Page	of Pages					
	726519492	3	25	4	29					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under				
		001	1		20220318 0824 1532 1113					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period				
	726519492			B RENEWAL	5					
Reference Debtor/ Transferor	First Given Name	Initial	Surname							
	Business Debtor Name	INTEGRO BUILDING SYSTEMS INC.								
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname						
	Business Debtor Name	Ontario Corporation Number								
	Address	City	Province	Postal Code						
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address	City	Province	Postal Code						
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make	Model	V.I.N.						
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant	D + H LIMITED PARTNERSHIP								
	Address	City	Province	Postal Code						
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8						

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	736119459	4	25	5	29	31JAN 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
736119459		01	001		20180131 1930 1531 5257	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	2190 TESTON ROAD				MAPLE	ON	L6A 4A7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address				City	Province	Postal Code		
	36 YORK MILLS ROAD, 4TH FLOOR				TORONTO	ON	M2P 0A4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL ACCOUNTS RECEIVABLE AND CLAIMS OF THE GRANTOR AND ALL RIGHTS OF THE GRANTOR IN ALL ITS PRESENT AND FUTURE EXPORT CONTRACTS INSURED BY EDC.								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address					City	Province	Postal Code	
	4126 NORLAND AVENUE					BURNABY	BC	V5G 3S8	

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	INTEGRO BUILDING SYSTEMS						
File Currency	28AUG 2023						
	File Number	Family	of Families	Page	of Pages		
	736119459	4	25	6	29		

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	1		20230106 0825 4085 3080				
Record Referenced	File Number		Page Amended	No Specific Page Amended	Change Required		Renewal Years	Correct Period	
	736119459				B RENEWAL		5		
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	INTEGRO BUILDING SYSTEMS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	D + H LIMITED PARTNERSHIP								
	Address				City	Province	Postal Code		
	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA	ON	L4Z 1H8		

END OF FAMILY

Type of Search	Business Debtor
-----------------------	-----------------

Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	736119468	5	25	7	29	31JAN 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period	
736119468		01	001			20180131 1930 1531 5258	P PPSA	5	
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	2190 TESTON ROAD				MAPLE	ON	L6A 4A7		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address				City	Province	Postal Code		
	36 YORK MILLS ROAD, 4TH FLOOR				TORONTO	ON	M2P 0A4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X			X				
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	ALL PRESENT AND FUTURE INVENTORY AND CLAIMS OF THE GRANTOR AND ALL RIGHTS OF THE GRANTOR IN ALL ITS PRESENT AND FUTURE EXPORT CONTRACTS INSURED BY EDC.								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address				City	Province	Postal Code		
	4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages				
	736119468	5	25	8	29				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	1		20230106 0820 4085 3063				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	736119468			B RENEWAL	5				
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	INTEGRO BUILDING SYSTEMS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	D + H LIMITED PARTNERSHIP								
	Address				City	Province	Postal Code		
	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA	ON	L4Z 1H8		

END OF FAMILY

Type of Search	Business Debtor
-----------------------	-----------------

Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	773048403	6	25	9	29	PERPETUAL			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period	
773048403		001	1			20210602 0909 1590 3660	P PPSA	99	
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	2190 TESTON ROAD, UNIT A				MAPLE	ON	L6A 4A7		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	INTEGRO IBS HOLDINGS INC.								
	Address				City	Province	Postal Code		
	2190 TESTON ROAD, UNIT A				MAPLE	ON	L6A 4A7		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	BRATTYS LLP (NV/CO 228649)								
	Address				City	Province	Postal Code		
	7501 KEELE STREET, SUITE 200				VAUGHAN	ON	L4K 1Y2		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	775525788	7	25	10	29	18AUG 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
775525788		01	001		20210818 1004 1462 7885	P PPSA	3		
Individual Debtor									
Date of Birth		First Given Name			Initial	Surname			
Business Debtor									
Business Debtor Name						Ontario Corporation Number			
INTEGRO BUILDING SYSTEMS INC									
Address				City	Province	Postal Code			
UNIT A 2190 TESTON ROAD				MAPLE	ON	L6A4A7			
Individual Debtor									
Date of Birth		First Given Name			Initial	Surname			
Business Debtor									
Business Debtor Name						Ontario Corporation Number			
INTEGRO BUILDING SYSTEMS									
Address				City	Province	Postal Code			
UNIT A 2190 TESTON ROAD				MAPLE	ON	L6A4A7			
Secured Party									
Secured Party / Lien Claimant									
VAULT CREDIT CORPORATION									
Address				City	Province	Postal Code			
41 SCARSDALE ROAD UNIT 5				TORONTO	ON	M3B2R2			
Collateral Classification									
Consumer Goods		Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				
Motor Vehicle Description									
Year		Make			Model		V.I.N.		
General Collateral Description									
General Collateral Description									
Registering Agent									
Registering Agent									
VAULT CREDIT CORPORATION									
Address					City	Province	Postal Code		
41 SCARSDALE ROAD UNIT 5					TORONTO	ON	M3B2R2		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	776393784	8	25	11	29	15SEP 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
776393784		001	1		20210915 0911 1902 8986	P PPSA	02		
Individual Debtor									
Date of Birth		First Given Name			Initial	Surname			

Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC								
	Address			City		Province		Postal Code	
	2190 TESTON ROAD, UNIT A			MAPLE		ON		L6A 4A7	
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City		Province		Postal Code	
Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address			City		Province		Postal Code	
	1880 BRITANNIA ROAD EAST			MISSISSAUGA		ON		L4W 1J3	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	1999	WABASH			VAN-STORAGE-53-TAN		1JJV532WXXF625269		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address			City		Province		Postal Code	
	201-1325 POLSON DRIVE			VERNON		BC		V1T 8H2	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	779286618	9	25	12	29	24DEC 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
779286618		001	1		20211224 0918 1901 1005	P PPSA	02		
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC								
	Address			City		Province		Postal Code	
	2190 TESTON ROAD, UNIT A			MAPLE		ON		L6A 4A7	
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	

Business Debtor	Business Debtor Name				Ontario Corporation Number				
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address				City	Province	Postal Code		
	1880 BRITANNIA ROAD EAST				MISSISSAUGA	ON	L4W 1J3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	1998	MANAC			VAN-STORAGE-53-TAN		2M5921617W7055707		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address				City	Province	Postal Code		
	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	779948739	10	25	13	29	27JAN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
779948739		001	1		20220127 0914 1902 1045	P PPSA	02		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	INTEGRO BUILDING SYSTEMS INC								
	Address				City	Province	Postal Code		
	2190 TESTON ROAD, UNIT A				MAPLE	ON	L6A 4A7		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	Address				City	Province	Postal Code		

Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address	City	Province	Postal Code					
	1880 BRITANNIA ROAD EAST	MISSISSAUGA	ON	L4W 1J3					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	1997	MANAC			VAN-STORAGE-53-TAN		2M5921619V7046022		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address	City	Province	Postal Code					
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4					

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	781293348	11	25	14	29	22MAR 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
781293348		001	1		20220322 0932 1902 3905	P PPSA	02		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC								
	Address	City	Province	Postal Code					
	2190 TESTON ROAD, UNIT A	MAPLE	ON	L6A 4A7					
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address	City	Province	Postal Code					
Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address	City	Province	Postal Code					
	1880 BRITANNIA ROAD EAST	MISSISSAUGA	ON	L4W 1J3					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity	No Fixed Maturity Date

									or	
			X				X			
Motor Vehicle Description	Year	Make			Model			V.I.N.		
	1997	MOND			VAN-STORAGE-53-TAN			2MN123143V1219501		
	1996	MANAC			VAN-STORAGE-53-TAN			2M592161XT7034975		
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent									
	ESC CORPORATE SERVICES LTD.									
	Address				City	Province	Postal Code			
	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4			

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	INTEGRO BUILDING SYSTEMS									
File Currency	28AUG 2023									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	787534101	12	25	15	29	13OCT 2027				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period		
787534101		001	1			20221013 1136 1590 3988	P PPSA	5		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC.									
	Address				City	Province	Postal Code			
	2190 TESTON ROAD, UNIT A				MAPLE	ON	L6A 4A7			
Individual Debtor	Date of Birth		First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number			
	Address				City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant									
	BERCON RENTALS INC.									
	Address				City	Province	Postal Code			
	420 GRAYS ROAD				HAMILTON	ON	L8E 4H6			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
		X	X	X	X	X			X	
Motor Vehicle Description	Year	Make			Model			V.I.N.		

General Collateral Description	General Collateral Description			
	CONTRACT / LEASE NUMBER 125692L-1			
	CONTRACT / LEASE NUMBER 125547L-1			
Registering Agent	Registering Agent			
	ROSS & MCBRIDE LLP (JAE/KMA)			
	Address	City	Province	Postal Code
	1 KING STREET WEST 10TH FLOOR	HAMILTON	ON	L8P 1A4

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	787841802	13	25	16	29	25OCT 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
787841802		001	1		20221025 0919 5064 8795	P PPSA	02		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC								
	Address			City	Province	Postal Code			
	2190 TESTON ROAD, UNIT A			MAPLE	ON	L6A 4A7			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address			City	Province	Postal Code			
	1880 BRITANNIA ROAD EAST			MISSISSAUGA	ON	L4W 1J3			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2015	MANAC			FLAT-53-TRIDEM	2M5131614G1155200			
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	City	Province	Postal Code
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	INTEGRO BUILDING SYSTEMS						
File Currency	28AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	787885569	14	25	17	29	26OCT 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
787885569		001	1		20221026 0923 5064 9913	P PPSA	02

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	INTEGRO BUILDING SYSTEMS INC			
	Address	City	Province	Postal Code
	2190 TESTON ROAD, UNIT A	MAPLE	ON	L6A 4A7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	TIP FLEET SERVICES CANADA LTD.			
	Address	City	Province	Postal Code
	1880 BRITANNIA ROAD EAST	MISSISSAUGA	ON	L4W 1J3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2015	MANAC	FLAT-53-TRIDEM	2M5131614G1155200

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	City	Province	Postal Code
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	790247889	15	25	18	29	26JAN 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
790247889		001	1		20230126 0834 5064 8497	P PPSA	02		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC								
	Address				City	Province	Postal Code		
	2190 TESTON ROAD, UNIT A				MAPLE	ON	L6A 4A7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address				City	Province	Postal Code		
	1880 BRITANNIA ROAD EAST				MISSISSAUGA	ON	L4W 1J3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2006	TRAILMOBILE			VAN-CARTAGE-5	2MN01JAW061005605			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address				City	Province	Postal Code		
	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4		

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	INTEGRO BUILDING SYSTEMS						
File Currency	28AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status

	790251111	16	25	19	29	26JAN 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period	
790251111		001	1			20230126 0918 5064 8770	P PPSA	02	
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	INTEGRO BUILDING SYSTEMS INC								
	Address				City	Province	Postal Code		
	2190 TESTON ROAD, UNIT A				MAPLE	ON	L6A 4A7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address				City	Province	Postal Code		
	1880 BRITANNIA ROAD EAST				MISSISSAUGA	ON	L4W 1J3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	2006	TRAILMOBILE			VAN-CARTAGE-5		2MN01JAW061005605		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address				City	Province	Postal Code		
	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	792097722	17	25	20	29	04APR 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period	
792097722		001	1			20230404 1804 1532 9460	P PPSA	06	

Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name INTEGRO BUILDING SYSTEMS INC					Ontario Corporation Number				
	Address 8811 HURRTINGTON ROAD				City VAUGHAN	Province ON	Postal Code L4H4X1			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	Address				City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant ROYAL BANK OF CANADA									
	Address 10 YORK MILLS ROAD 3RD FLOOR				City TORONTO	Province ON	Postal Code M2P 0A2			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
	X					X	85205.86	22MAR2029		
Motor Vehicle Description	Year 2022	Make RAM			Model 2500		V.I.N. 3C6UR5CL5NG431020			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent D + H LIMITED PARTNERSHIP									
	Address 2 ROBERT SPECK PARKWAY, 15TH FLOOR				City MISSISSAUGA	Province ON	Postal Code L4Z 1H8			

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	INTEGRO BUILDING SYSTEMS									
File Currency	28AUG 2023									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	792468522	18	25	21	29	18APR 2025				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
792468522		001	1		20230418 1724 1902 1179	P PPSA	02			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name INTEGRO BUILDING SYSTEMS INC					Ontario Corporation Number				
	Address 2190 TESTON ROAD, UNIT A				City MAPLE	Province ON	Postal Code L6A 4A7			

Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	Address				City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant									
	TIP FLEET SERVICES CANADA LTD.									
	Address				City	Province	Postal Code			
	1880 BRITANNIA ROAD EAST				MISSISSAUGA	ON	L4W 1J3			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
			X			X				
Motor Vehicle Description	Year	Make			Model		V.I.N.			
	2006	TRAILMOBILE			VAN-CARTAGE-5		2MN01JAW061005605			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent									
	ESC CORPORATE SERVICES LTD.									
	Address				City	Province	Postal Code			
	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4			

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	INTEGRO BUILDING SYSTEMS									
File Currency	28AUG 2023									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	792484254	19	25	22	29	19APR 2025				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period		
792484254		001	1			20230419 0843 1901 8936	P PPSA	02		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	INTEGRO BUILDING SYSTEMS INC									
	Address				City	Province	Postal Code			
	2190 TESTON ROAD, UNIT A				MAPLE	ON	L6A 4A7			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	Address				City	Province	Postal Code			

Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address					City	Province	Postal Code	
	1880 BRITANNIA ROAD EAST					MISSISSAUGA	ON	L4W 1J3	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	2006	TRAILMOBILE			VAN-CARTAGE-5		2MN01JAW061005605		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address					City	Province	Postal Code	
	445 KING STREET WEST, SUITE 400					TORONTO	ON	M5V 1K4	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	793894158	20	25	23	29	01JUN 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
793894158		001	1		20230601 1218 1901 3993	P PPSA	02		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	UNIT A 2190 TESTON ROAD				MAPLE	ON	L6A 4A7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	8811 HUNTINGTON RD				VAUGHAN	ON	L4H 4X1		
Secured Party	Secured Party / Lien Claimant								
	VAULT CREDIT CORPORATION								
	Address					City	Province	Postal Code	
	41 SCARSDALE ROAD, SUITE 5					TORONTO	ON	M3B 2R2	

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address					City	Province	Postal Code	
	201-1325 POLSON DR.					VERNON	BC	V1T 8H2	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	794223567	21	25	24	29	12JUN 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
794223567		001	1		20230612 1227 1590 7300	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	8811 HUNTINGTON ROAD				VAUGHAN	ON	L4H 4X1		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BERCON RENTALS INC.								
	Address					City	Province	Postal Code	
	420 GRAYS ROAD					HAMILTON	ON	L8E 4H6	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			X

Motor Vehicle Description	Year	Make	Model	V.I.N.
General Collateral Description	General Collateral Description			
	CONTRACT / LEASE NUMBER 131168L-2			
Registering Agent	Registering Agent			
	ROSS & MCBRIDE LLP (JAE/KMA)			
	Address	City	Province	Postal Code
	1 KING STREET WEST 10TH FLOOR	HAMILTON	ON	L8P 1A4

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	794951694	22	25	25	29	05JUL 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
794951694		001	2	X	20230705 0827 1902 6896	P PPSA	02		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC								
	Address			City	Province	Postal Code			
	2190 TESTON ROAD, UNIT A			MAPLE	ON	L6A 4A7			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address			City	Province	Postal Code			
	1880 BRITANNIA ROAD EAST			MISSISSAUGA	ON	L4W 1J3			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make	Model	V.I.N.					
	1998	STRICK	VAN-STORAGE-53-TAN	1S12E9538WD435264					
	1998	STRICK	VAN-STORAGE-53-TAN	1S12E9539WD436519					
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	City	Province	Postal Code
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	INTEGRO BUILDING SYSTEMS				
File Currency	28AUG 2023				
	File Number	Family	of Families	Page	of Pages
	794951694	22	25	26	29

FORM 4C Motor Vehicle Schedule

Reference File Number	Page of	Total Pages	Registration Number
794951694	002	2	20230705 0827 1902 6896

Year	Make	Model	VIN Number
2019	MANAC	ROLL-TITE-53'-TAND	2M5121611K1176419
1990	DUNHAM	VAN-STORAGE-53-TAN	1DNV532C6LM022029

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	INTEGRO BUILDING SYSTEMS						
File Currency	28AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	795280527	23	25	27	29	14JUL 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
795280527		001	1		20230714 1517 1590 2197	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	INTEGRO BUILDING SYSTEMS INC.			
	Address	City	Province	Postal Code
	8811 HUNTINGTON ROAD	VAUGHAN	ON	L4H 4X1

Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	Address				City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant									
	BERCON RENTALS INC.									
	Address				City	Province	Postal Code			
	420 GRAYS ROAD				HAMILTON	ON	L8E 4H6			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
		X	X	X	X	X			X	
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
	CONTRACT / LEASE NUMBER 131169M-2									
Registering Agent	Registering Agent									
	ROSS & MCBRIDE LLP (JAE/KMA)									
	Address				City	Province	Postal Code			
	1 KING STREET WEST 10TH FLOOR				HAMILTON	ON	L8P 1A4			

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	INTEGRO BUILDING SYSTEMS									
File Currency	28AUG 2023									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	796430412	24	25	28	29	22AUG 2025				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
796430412		001	1		20230822 0821 1901 2192	P PPSA	02			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	INTEGRO BUILDING SYSTEMS INC									
	Address				City	Province	Postal Code			
	2190 TESTON ROAD, UNIT A				MAPLE	ON	L6A 4A7			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	Address				City	Province	Postal Code			

Secured Party	Secured Party / Lien Claimant								
	TIP FLEET SERVICES CANADA LTD.								
	Address					City	Province	Postal Code	
	1880 BRITANNIA ROAD EAST					MISSISSAUGA	ON	L4W 1J3	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	1999	WABASH			VAN-STORAGE-53-TAN		1JJV532WXXF625269		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address					City	Province	Postal Code	
	445 KING STREET WEST, SUITE 400					TORONTO	ON	M5V 1K4	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	INTEGRO BUILDING SYSTEMS								
File Currency	28AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	796632174	25	25	29	29	28AUG 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
796632174		001	1		20230828 1514 9234 9687	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	INTEGRO BUILDING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	8811 HUNTINGTON ROAD				VAUGHAN	ON	L4H 3N5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	STATE WINDOW CORPORATION								
	Address					City	Province	Postal Code	
	220 HUNTERS VALLEY ROAD					VAUGHAN	ON	L4H 3V9	

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X						
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	EMMEGI CNC SAW SATELLITE XT 10500 MM DYNAMIC								
Registering Agent	Registering Agent								
	BENNETT JONES LLP (96391.1/MIGHTON/JS)								
	Address					City	Province	Postal Code	
	3400-1 FIRST CANADIAN PLACE					TORONTO	ON	M5X 1A4	

LAST PAGE

Note: All pages have been returned.

[BACK TO TOP](#)



All Pages



Show All Pages

This service is tested daily with McAfee SECURE™ to ensure the security of the transaction and information.

At ServiceOntario, we respect your right to privacy and value the trust you place in us. [Read more about ServiceOntario's Privacy Statement.](#)

[ServiceOntario Contact Centre](#)

Web Page ID: **WEnqResult**

System Date: **29AUG2023**

Last Modified: April 02, 2023

[Privacy](#)

[Accessibility](#)

[Contact us](#)

[FAQ](#)

[Terms of Use](#)

© Queen's Printer for Ontario 2015

Appendix “E”

CANADA
Province of Ontario
Division No.: 09- Toronto
Court No: 31-459641
Estate No: 31-459641

**IN THE MATTER OF THE BANKRUPTCY OF
Integro Building Systems Inc.
of the City of Vaughan, in the Municipality of York
(Ordinary Administration)**

Minutes of the First Meeting of Creditors

Date of Meeting: September 19, 2023

Time: 10:00 AM

Location: Virtual (Microsoft Teams)

Attendance: Attendance sheets attached to the Minutes as **Exhibit "A"**

CHAIRPERSON

Matthew Lem, LIT of MNP Ltd. (the “**Trustee**”) acted as the Chairperson under the authority of Section 105 (1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”).

CALL TO ORDER

The Chairperson examined the proofs of claim filed in the bankruptcy estate of Integro Building Systems Inc. (the “**Company**” or the “**Bankrupt**”) and the proxies in favour of the Trustee and determined that there was a quorum. The Chairperson declared the meeting legally constituted and called the meeting to order.

The Trustee advised the meeting that not all parties had been registered before the commencement of the meeting and accordingly, the Trustee temporarily adjourned the meeting for 10 minutes in order to allow the registration of the attendees.

The Trustee reconvened the meeting at on or about 10:10 AM and called the meeting back to order.

The Trustee advised the Meeting that pursuant to the authority of the BIA, he would be acting as Chairperson and any question or dispute arising at the Meeting would be decided by the Chairperson. Any creditor who is not satisfied with the Chairperson’s decision may appeal the decision to the court. The Chairperson introduce himself, his team, the Trustee’s counsel and James Wilson, the Company’s former officer.

The Chairperson tabled and advised the Meeting that the following documents were available on the Trustee’s dedicated website for the bankruptcy proceeding

1. Assignment for the General Benefit of Creditors;

2. Statement of Affairs;
3. Trustee's Preliminary Report (the "**Preliminary Report**");
4. Proof of publication of Notice of Bankruptcy and First Meeting of Creditors - Local newspaper; and
5. Proof of mailing of Notice of Bankruptcy and First Meeting of Creditors.

The Chairperson explained that the purpose of the Meeting was to consider the affairs of the bankrupt, to affirm the appointment of the trustee or substitute another in place thereof, to appoint inspectors, and for creditors to provide such directions to the trustee as they may see fit with reference to the administration of the estate.

TRUSTEE'S PRELIMINARY REPORT TO CREDITORS

The Trustee proceeded to go through the Preliminary Report on the administration of estate. A copy of the Preliminary Report is attached at **Exhibit "B"** and forms part of these Minutes.

A question period followed, in which the Trustee addressed the following questions raised by various creditors related to:

1. The lease of the Company's at 8811 Huntington Road, Vaughan, Ontario (the "**Vaughan Premises**"), and the Trustee's intention to occupy the premises for 3 months to deal with certain matters.
2. The lease for the Surrey location where there is a subtenant, and where the Trustee will advise the subtenant about the arrangement going forward.
3. The property belonging to project owners/general contractors, which is located at the Vaughan Premises related to various projects, and the mechanism or process for the release of same. The Trustee advised them that it is working on the details for as process and the respective stakeholders will be informed about the next steps.
4. Certain creditors had specific concerns and the Trustee informed them that the Trustee would speak with them after the meeting to discuss those concerns but also advised them to retain legal counsel for specific concerns related to the nature of their claims and its priority for payment or recovery in the bankruptcy proceedings.

VOTING

There being no further questions, the Chairperson then proceeded to prepared for a vote on the following resolutions:

1. Affirming the appointment of MNP Ltd. as trustee of the estate; and
2. The appointment of up to five (5) inspectors of the estate can be appointed.

The Trustee discussed the claims filed, including the contingent claims, and how they have been dealt with for the purpose of this Meeting and for voting.

Resolution 1 - Affirming the Appointment of the Trustee

On the motion to affirm the appointment of MNP Ltd. as the Licensed Insolvency Trustee of the estate, Richard Hall of Genesis Curtainwall Systems moved the motion and using the proxy held by the Trustee for Brafasco, seconded the motion. All the creditors who were eligible to vote, present and voting at the Meeting, voted in favor of affirming the appointment of MNP Ltd. as the Licensed Insolvency Trustee of the estate .

Resolution 2 –Appointment of Inspectors

The Chairperson advised that Mr. Barry Mutis of Royal Bank of Canada has submitted a request to be appointed and serve as an inspector of the estate. The Chairperson then sought nomination from the person in attendance to act as an inspector; Ms. Alina Nagu of The North Transportation was put forth. Accordingly, the slate of inspectors to nominated were Mr. Mutis and Ms. Nagu.

The Chairperson explained the role and responsibilities of the inspector and that they act in a fiduciary capacity on behalf of all creditors.

On the motion to appoint this slate of inspectors, Daniel Savage of First Gulf Development moved the motion and using the proxy held by the Trustee for Brafasco, seconded the motion.. All the creditors who were eligible to vote, present and voting at the Meeting, voted in favor of the slate of insepctors.

DIRECTIONS TO TRUSTEE

None

ADJOURNMENT

There being no further business, a motion to adjourn the meeting was carried. The Chairperson advised that there will be a separate meeting with the inspectors appointed at this meeting which will be held at a future date.



Chairperson: Matthew Lem, CIRP, LIT

Attendance List

Meeting held on September 19, 2023

**In the Matter of the Bankruptcy of
Integro Building Systems**

First Meeting of Creditors

Attendance List

Held on September 19, 2023

Participants	Company	Proxy
Matthew Lem	MNP Ltd., Trustee of the Estate	N/A
Akhil Kapoor	MNP Ltd.	N/A
Chahna Nathwani	MNP Ltd.	N/A
Dietrich, Jane	Cassels Brock and Blackwell LLP; Counsel for the Trustee	N/A
Rosenblat, Dave	Cassels Brock and Blackwell LLP; Counsel for the Trustee	N/A
Adrian Russell	CS2 Construction Sales	No
Derek Simpson	Sudac Consulting Inc	No
Daniel Savage	First Gulf Inc.	Yes
Michael Farace	Devry Smith & Frank LLP, Counsel for First Gulf Inc.	N/A
Micheal Race	First Gulf Inc.	N/A
Fred Worm	N/A	N/A
Gurpreet Sethi	Maneuver Freight Services	No
Peter Lonsdale	Preston Equipment Rentals Ltd	No
Roger Jaipargas	Borden Ladner Gervais LLP , Counsel for Royal Bank of Canada	Yes
Barry Mutis	Royal Bank of Canada	N/A
Sahar Jahangiri	Valid Metal Fabrication Inc.	No
Raj Johal	Sonic Staffing	Yes
Dale Simon	Viracon Inc.	No
Shiksha Puri	Keymark Corporation	No
Hal Emalfarb	Keymark Corporation	No
Thomas Emalfarb	Keymark Corporation	No
Structural Aluminum Lt.	Structural Aluminum Lt.	No
Rory Fitzpatrick	Dependable Anodizing Ltd.	No
Steven Saroli	Dependable Anodizing Ltd.	N/A
Peter Schauer	N/A	N/A
Richard Hall	Genesis Curtainwall Systems	Yes
Robert Thiede	Nth Degree Facades	No
Sze Lam Wong	N/A	N/A
Gerald Wilkinson	EONE3 Fabrication Inc.	Yes
Zena Hanson	Alpa Lumber Mills Inc.	Yes
Melania Torok	Building Solutions Together Ltd.	No
Hilary Henley (she/her)	Grant Metal Products Ltd.	Yes
Graham Kavanagh	N/A	N/A
David Rubin	Counsel for Bullseye Construction	No
Zheng Fang Leng	N/A	N/A
Aqsa Bhagat	Art Engineering Inc.	No
Kamalpreet Sharma	Termination pay	No
Jeff Bennett	All Lift Ltd.	No

Participants	Company	Proxy
Andre de Lacerda	Ideological Systems Inc.	Yes
Ramaswamy Duraiswamy	Fabrication Specialties Inc	No
Andrew Sokolik	Bautech Inc.	Yes
Michael Calisti	N/A	N/A
Art Middleton	N/A	N/A
Sunny Minhas	Phoenix Glass	Yes
Jonathan Cooper	N/A	No
Wolfson, Mark J.	Foley & Lardner LLP	No
Jesse Mighton	Legal counsel for State Window Corporation	Yes
Alina Cucos	THE NORTH TRANSPORTATION	No
Lisa Boecker	Earl Paddock Transportation Inc	No
Patrick Bernard	Young Man Law; Counsel of Tip Fleet Services Canada Ltd.	No
Audrey Fu	N/A	N/A
Rene Tegelaar	Canada Revenue Agency	Yes
Latisha Cohen	Anatolia Block 59	No
Houssan Yossiba	Sams Electrical Services	No
Timur Bilir	Royal Glass Company Inc.	No

Trustee held 2 proxies

Trustee's Preliminary Report to Creditors

CANADA
Province of Ontario
Division No.: 09- Toronto
Court No: 31-459641
Estate No: 31-459641

TRUSTEE'S PRELIMINARY REPORT

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

Licensed Insolvency Trustee: MNP Ltd.

The information contained in this Preliminary Report has been prepared from the available books and records of the Company (as such term is later defined) and discussions with the Management. These books and records have not been reviewed or otherwise audited by the Trustee and, consequently, the Trustee expresses no opinion whatsoever with respect to the validity, the exactness or the reliability of the information taken from those records contained herein.

SECTION A – BACKGROUND AND CAUSES OF FINANCIAL DIFFICULTIES

Integro Building Systems Inc. (“**Integro**” or the “**Company**”) was one of the largest curtain wall manufacturers and installers in North America and carried on their business from their leased premises at 8811 Huntington Road, Vaughan, Ontario (the “**Premises**”). Incorporated in February 2015, Integro is a wholly owned subsidiary of Integro IBS Holdings Inc. (“**Holdings**”). In addition to the Premises, the Company (as of the Date of Bankruptcy, as such term is later defined) also maintained an outside storage yard (Opta Waterdown) in Waterdown, Ontario which was primarily used to store project goods/materials.

Integro was experiencing financial challenges as a result of issues on a US project and the impact of the post-COVID-19 economic environment including logistical challenges, increasing wage and raw material costs, material shortages, the impact of recent strikes on construction schedules and labour shortages. On top of this, the Company’s financial situation was significantly impacted by fixed price contracts it was locked into on projects and decreasing demand for its curtain wall product as commercial office requirements have declined in the face of the increasing business practice of working from home. In July 2023, the Company closed down its operation in British Columbia (“**BC**”) and subleased its facilities in Surrey, BC to a third party.

As a consequence of these factors and their impact on cash flows, the Company began to accumulate significant liabilities to its suppliers, subcontractors and Canada Revenue Agency (the “**CRA**”). In order to address its financial issues, in 2022 certain of Integro’s directors made an equity injection in Holdings of approximately \$6.1 million, which was then loan to Integro. Additionally, Integro reached out to the general contractors and the owners of the current projects to seek financial assistance by way of earlier draws, advances on future draws and direct payments to suppliers. Although these measures helped

INTEGRO BUILDING SYSTEMS INC.

Estate No: 31-459641

Trustee's Preliminary Report

Integro continue in the interim it did not resolve its underlying working capital problems. In August 2023, the Company's management, with assistance of MNP Ltd. ("**MNP**") undertook an analysis of the working capital and cash flow needs to complete its three (3) primary projects (the "**WC Analysis**"). The WC Analysis determined that approximately \$20 million was required to complete the primary projects.

The WC Analysis was provided to the Company's board of directors and on or about August 29, 2023, the Company's directors determined that they could no longer continue to financially support the business and that Integro needed to file an assignment in bankruptcy. Accordingly, on August 31, 2023, the Company filed an assignment in bankruptcy, which was accepted by the Office of the Superintendent of Bankruptcy Canada ("**OSB**") on the same date. MNP was appointed as the licensed insolvency trustee (the "**Trustee**") of the Company's bankrupt estate, subject to affirmation by creditors at the first meeting of creditors (the "**FMOC**").

James Wilson, the President of the Company, was authorized by the Company's Board of Directors to execute the documents and perform such acts in relation to the bankruptcy proceedings of Integro as deemed necessary.

On September 7, 2023, the Notice to Creditors advising of the bankruptcy and the FMOC, a list of creditors and a proof of claim form, along with a proxy, were sent to all known creditors of the Company. Pursuant to subsection 102(4) of the *Bankruptcy and Insolvency Act* (the "**BIA**"), the Notice of Bankruptcy was published in the *Toronto Sun* newspaper on September 7, 2022.

The Trustee has retained Cassels Brock & Blackwell LLP ("**Cassels**") as its independent legal counsel, subject to affirmation by the estate's inspector(s), once appointed.

The various public documents related to the Company and its bankruptcy proceedings are posted at the Trustee's case website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/integrobuiding>.

SECTION B – PRELIMINARY EVALUATION OF ASSETS AND SECURITY INTERESTS/PRIORITY CLAIMS

Please Note: All of the assets of the Company are subject to security interests and/or priorities in law, including trust and deemed trust claims. Accordingly, unless the Trustee enters into an administrative agreement with CRA and or another engagement to act on behalf of the secured or other priority creditors, the assets, properties and undertakings of Integro (the "**Property**") shall not form part of the estate administered by the Trustee.

Security Interests

An Ontario *Personal Property Security Act* registry search conducted on August 28, 2023 (the "**PPSA**") shows a registration in favour of Royal Bank of Canada ("**RBC**") over the Property. In addition to RBC, Holdings and Export Development Canada ("**EDC**") are also shown to have PPSA registrations over the Property. Further, there are several other parties who have registered their interest against specific assets such as cranes, vehicles, and other equipment under the PPSA.

INTEGRO BUILDING SYSTEMS INC.

Estate No: 31-459641

Trustee's Preliminary Report

The Trustee understands from the Company's management, that the registration in favour of EDC should have been discharged following Integro's repayment in full in February 2023 of the indebtedness owing to EDC.

The Trustee has obtained an independent legal opinion from Cassels that has confirmed the validity and enforceability of RBC's security, subject to the normal qualifications and assumptions, as against the Trustee. A review of the review of the security of the other secured creditors will be completed as appropriate.

Priority Claims

We note that CRA has a deemed trust claim for the unpaid source deductions. The total unremitted employee source deduction remittances amount to approximately \$3.6 million out of which approximately \$2.1 million is subject to a deemed trust ("**Deemed Trust Claims**"). These amounts are subject to a trust examination to be conducted by CRA.

The Company's primary nature of business relates to designing and constructing curtain walls. Given that the material inputs such as glass, aluminum and other supplies, as well as subcontractor services can be traced to particular projects under construction law legislation, such providers of goods and services would be the beneficiary of certain lien and trust rights ("**Construction Trust Claims**").

Assets - Summary

Integro's assets and their estimated realizable values, according to its sworn Statement of Affairs ("**SOA**") are summarized as follows:

Asset Description	Estimated Realizable Value (\$)
Inventory and Scrap Metal	\$ 11,000
Machinery, Equipment and Plant	724,000
Vehicles	60,000
Accounts receivable	9,983,018
Computer network and equipment	10,000
Total	\$ 10,788,018

Assets – Inventory and Scrap Metal

- Represent various consumable inventory items, including screws, gaskets, rags, silicon, etc., which are not project specific and have a cost value of approximately \$50,000. The consumable inventory was estimated to have a realizable value of approximately \$5,000.
- The scarp metal was estimated to have realizable value of \$6,000 and related to 15,640 lbs of scrap aluminum extrusions that was picked up on August 30, 2023 – payment remains outstanding. Not reflected on the SOA was 12,180 lbs of scrap aluminum extrusions that was picked up on or August 3, 2023 that resulted in realization of \$9,909.65 (inclusive of HST), which

INTEGRO BUILDING SYSTEMS INC.

Estate No: 31-459641

Trustee's Preliminary Report

was directly deposited into the Company's bank account on September 5, 2023, now frozen by RBC.

- It is noted that the raw materials, primarily consists of aluminum extrusion, glass, fasteners and a variety of parts and materials, tagged to specific projects, as well as the work in progress inventory ("**WIP**") consisting of partially completed curtain wall frames and completed curtain wall frames ("**FG**") for a specific project are being treated as property of the general contractors and/or the owners (collectively, the "**Owners**"), subject to them filing a properly completed Form 74 – Reclamation of Property ("**Property PoC**") to evidence ownership.

Assets - Machinery, Equipment and Plant

- Represent various office equipment and furniture, manufacturing equipment (CNC machines, saws cranes/lifts, etc.) and other related capital assets (the "**Equipment**") at the Premises. This Equipment has a net book value of approximately \$2.3 million and has been valued on the SOA at \$724,000. The Trustee has obtained a preliminary appraisal of the Equipment located at the Premises on a forced liquidation value basis.
- Additionally, and not reflected on the SOA, is some Equipment located at and forming part of the subleased agreement for former facility in Surrey, BC. Should the Trustee enter into an administrative agreement with CRA and or another engagement to act on behalf of the secured or other priority creditors, the Trustee will arrange for an appraisal of such Equipment. The Trustee has been in contact with the subtenant to notify of them of the bankruptcy.

Assets – Vehicles

- Comprises one (1) owned 2006 Dodge RAM 1500 pick-up truck and one (1) financed 2022 Dodge RAM 2500 pick-up truck which have been valued on the SOA at \$5,000 and \$55,000, respectively.
- The 2022 Dodge RAM 2500 pick-up truck was financed through RBC.
- Both vehicles are located and are being stored at the Premises, secured by the Trustee.

Assets – Accounts Receivables

- Represents both project draws and holdbacks receivable.
- Represents a total of \$9,983,018 of "Good" receivables and \$11,452,375 of "Doubtful" receivables, which are estimated to produce \$9,983,018.
- As typical in construction matters, the receivables are subject to offsets for damages, Construction Trust Claims and in this situation, possible unrecorded direct payments to suppliers made prior to the Date of Bankruptcy.
- A payment on the Sick Kids project from PCL Contractors of \$22,932.52 was directly deposited into the Company's bank account on September 6, 2023, now frozen by RBC.

SECTION C – BOOKS AND RECORDS

The Trustee is in possession and control of available books and records of the Company which are necessary for the administration of these proceedings.

SECTION D – CONSERVATORY AND PROTECTIVE MEASURES

The Trustee has taken possession of the Premises and the Property located thereat.

SECTION E – PROVABLE CLAIMS AND CREDITOR GROUPS

The claims of creditors as per the SOA and the proof of claims filed and admitted for voting purposes only, if appropriate, as of 8:00 a.m. (EDT) on September 19, 2023, are summarized below

Creditor Group	SOA	Claims as Filed
Secured	\$ 48,209,520.19	\$ 3,664,083.57
Contingent	\$11.00	6,501,265.00
Unsecured	\$8,171,354.55	\$13,717,471.52
Total	\$ 56,380,885.74	\$ 23,882,820.39

The Trustee was appointed/holds one (1) proxy in the amount of \$5,153.80.

With respect to the \$23,882,820.39 noted above as being the “Claims as Filed”, such creditors’ claims were reflected on the SOA at \$14,965,943.79. Additionally, under the Creditor Group – Contingent, First Gulf Development has filed a claim in the amount of \$8,501,265.00, which has been valued for voting purposes at \$6,501,265.00 unsecured. Please note that the Trustee has not determined the admissibility or value of the above-noted claims for dividend purposes.

Secured Creditors – The creditors reflected on the SOA comprises the following:

- i) CRA (Deemed Trust) - \$2,100,000.00 relates to unremitted employee source deduction remittances from 2022.
- ii) RBC (Secured) – \$9,861,511.00 relates to the credit facilities providing to Integro as its operating lender, as well as financing for the 2022 Dodge RAM 2500.
- iii) Holdings (Secured) – \$21,966,246.71 relates to advances to Integro by its parent company.
- iv) Vault Credit Corporation (Secured) - \$100,000.00 relates to the computer equipment and network purchased and financed.
- v) Former employees (Priority Secured under S. 81.3 of the BIA) – relates to unpaid wages due to employees of \$521,000. This amount was paid by the Company’s directors prior to the Date of Bankruptcy, who may now have a subrogated claim for such amounts paid.
- vi) Various Suppliers/Subcontractors (Construction Trust Claim) - \$13,660,762.48 relates to Construction Trust Claims held by various suppliers/subcontractors on a project by project basis.

The Trustee has yet to establish the priority of ranking of security among the above-noted secured creditors and is currently discussing the matter with its legal counsel.

Unsecured Creditors – The unsecured creditors include, among other things, the amounts payable to i) CRA of \$1,500,001 for the employer's share of source deduction (CPP, EI) plus interest and penalties and HST, ii) suppliers/subcontractors amount to the extent not covered by a Construction Trust Claim, iii) the unsecured portion of RBC's claim, and iv) the termination pay owed to the former employees of the Company, which claims may be eligible for recovery by the former employee from the Wage Earner Protection Program ("**WEPP**").

Contingent claims – The Trustee has included all the project owners in this list as they may have a contingent claim against the Company for non-completion of the ongoing projects.

SECTION F- LEGAL PROCEEDINGS, TRANSFERS AT UNDER-VALUE AND PREFERENCE PAYMENTS

Legal Proceedings

The Trustee is aware of the following legal proceedings:

- i) proceedings initiated by the Company against a supplier for \$1.8 million who supplied sub-standard glass;
- ii) litigation by a former employee who demanded a higher severance package upon termination; and
- iii) certain other proceedings related to the bankruptcy of a US company which was a related company and with the landlord of the premises where the Company was carrying on the business prior to moving to the current Premises.

As of the date of this Report, the Trustee has not commenced, continued or taken steps to defend any legal proceedings. Any actions to be taken in the future will be subject to creditor, inspector and/or court approval.

Transfers at Under-Value and Preference Payments

The Trustee has completed its review of potential transfers at undervalue or preference payments. The scope of the review was limited to a review of certain disbursements made in the twelve (12) months preceding the Date of Bankruptcy through the bank account or the corporate credit cards and inquiries with management. Based on this review, nothing has come to the attention of the Trustee that warrants reporting to the creditors.

SECTION G - ANTICIPATED REALIZATIONS AND PROJECTED DISTRIBUTION

As discussed earlier in the report, all the assets in the estate are subject to Deemed Trust Claims, Construction Trust Claims and/or the claims of the Company's secured creditors, which includes RBC.

Any realization activities commenced by the Trustee are subject to the Trustee first entering into an administrative agreement with CRA, and/or the Company's other priority and secured creditors. Given the above and the extent of trust, priority and secured claims versus the Company's assets, the Trustee does not anticipate that there will be any funds to be available for distribution to the Company's unsecured creditors.

SECTION H – OTHER MATTERS

Purchased Goods belonging to the Owners.

At the Date of Bankruptcy, the Company had 3 major ongoing curtain wall projects, namely i) Portland Commons ("**Portland**"), a commercial building; ii) 489-539 King Street West ("**489 King**"), a residential condominium with commercial space, and iii) 25 Ontario Street ("**25 Ontario**" and together with Portland and 489 King, hereinafter collectively referred to as, the "**Projects**"), a commercial building.

As noted above the RM, WIP and FG for the respective Projects (the "**Purchased Goods**") are being treated as property of the Owners, subject to them filing a properly completed Property PoC to evidence ownership. The ownership interest in the Purchased Goods arose as a result of the Owners payment of project draws, advances to purchase materials and/or payments directly to suppliers/subcontracts for goods and services.

An inventory of the potential Purchased Goods has been completed and the Trustee has communicated with them regarding the filing of a Property PoC in order to obtain the Trustee's release of interest. As of the date of this Report, no releases of interest have been issued by the Trustee.

In addition to certain of the Purchased Goods being located at the Premises, some are located at the Company's storage yard in Waterdown, Ontario, a subcontractor's facilities, freight companies and the Projects' site. The Trustee has not attempted to take possession of the Purchased Goods or any Property located at these third party locations.

*State Window Corporation ("**State**")*

State has guaranteed the completion of the Portland project, as well as the lease for the Premises. The Trustee, subject to obtaining the approval of the inspectors once appointed at the FMOC, intends to enter into a short term occupancy agreement with State in order to allow it to complete the Portland project while the Trustee engages with CRA with respect to an administrative agreement. In addition to the benefits of this arrangement for State, such arrangement has the benefit of helping ensure supplier/subcontractors are paid for past work, create an opportunity for future work, and also aids in the realizable value of the receivable.

3rd Party Deposit Agreement and Guarantees

Prior to the filing of the bankruptcy, MNP received a retainer of \$287,000 from the three major shareholders of the Company, namely Hi-Rise Visa Holdings Inc., 61/67 Claireville Holdings Ltd. and Chafhold Corporation (collectively, the "**Depositors**") and entered into a 3rd Part Deposit Agreement with them to cover its professional fees and disbursements associated with the administration of the bankruptcy, including the professional fees and disbursements of Cassels, the Trustee's independent legal counsel. In addition to the 3rd Party Deposit Agreement, the Depositors also agreed to guarantee the estate's administration costs should they exceed the amount of the retainer provided.

As noted earlier, the Trustee is seeking to enter into an administration with CRA with respect to its fees and disbursements incurred in connection with the realization on the assets of the Company that are subject to its claim.

INTEGRO BUILDING SYSTEMS INC.
Estate No: 31-459641
Trustee's Preliminary Report

Wage Earner Protection Program

The Trustee is currently in the process of assembling the necessary information to administer the WEPP on this estate for approximately one hundred and twenty (120) employees. Notice of the WEPP and instructions on how to file a claim is expected to be mailed out to the eligible former employees of the Company in the coming weeks. Based on the Company's records, the WEPP claims appear to be principally in respect of statutory termination pay and severance pay claims.

Appointment of Inspectors

At the FMOC and pursuant to Section 116 of the BIA, up to five (5) inspectors may be appointed to act as representative of all creditors and provide direction to the Trustee, as required and as appropriate.

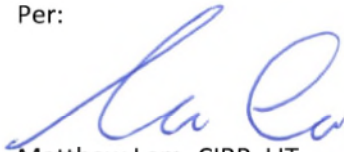
Barry Mutis of RBC has submitted a request to be appointed and serve as an inspector of the estate. The Chairperson of the FMOC will seek nomination from the persons in attendance at the FMOC to act as an inspector. The appointment of inspectors is decided by ordinary resolution, carried by the majority of votes and calculated by counting one vote for each dollar of every claim of the creditors present in person or by proxy.

Dated in Toronto, Ontario, this 19th day of September 2023.

MNP LTD.

Trustee of the Estate of Integro Building Systems Inc., a Bankrupt
and not in its personal or corporate capacity

Per:



Matthew Lem, CIRP, LIT
Senior Vice-President

Appendix “F”

District of ONTARIO
Division 9 - Toronto
Court No. 31-459641
Estate No. 31-459641

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

MINUTES OF THE FIRST INSPECTORS MEETING

These are the Minutes of the First Inspectors Meeting (the “**Meeting**”) in the matter of the bankruptcy of Integro Building Systems Inc. (“**Integro**”) held by telephone and convened on the 29th day of November 2023 at 1:30 PM (EST).

Present:

Matthew Lem
Barry Mutis

Representing

Trustee
Inspector

Meeting Called to Order

The Trustee advised that there was a quorum, and the Meeting was called to order.

Agenda

Prior to the Meeting, the Trustee outlined an agenda for the meeting, as reflected below:

1. Seeking the Inspector’s approval to disclaim the leases for the Waterdown, Vaughan and Surrey (BC) locations.

Disclaimer of Leases

The Trustee had prior to the meeting provided to the Inspector copies of the draft form of Notice of Disclaimer of Lease to be issued to the landlords of the Waterdown, Vaughan and Surrey (BC) locations, as well as copies of the draft form of Waiver being sought from the respective landlords and the proposed tenants for the Vaughan and Surrey (BC) locations in connection with the assets/property of Integro that would remain at the locations, pending the completion of a sale process and after the contemplated lease disclaimer notices had been issued.

After a discussion, and pursuant to Subsection 30(1)(k) of the *Bankruptcy and Insolvency Act* (Canada), the Inspector authorized the Trustee to issue the Notice of Disclaimer of Lease for the Waterdown location, and to issue the Notices of Disclaimer of Lease for the Vaughan and Surrey

(BC) locations, subject to the condition that the Trustee first obtain the signed Waivers from the respective landlords and proposed tenants for such locations.

Other/Termination of Meeting

There being no further business, the Meeting was terminated.

Dated at Toronto, Ontario this 29th day of November 2023.

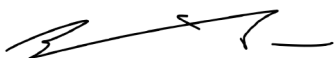
MNP LTD.

Trustee of the estate of
Integro Building Systems Inc., a bankrupt

Per: 

Matthew Lem

Approved by:



Inspector – Barry Mutis

District of ONTARIO
Division 9 - Toronto
Court No. 31-459641
Estate No. 31-459641

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

MINUTES OF THE SECOND INSPECTOR'S MEETING

These are the Minutes of the Second Inspector's Meeting (the "**Meeting**") in the matter of the bankruptcy of Integro Building Systems Inc. ("**Integro**") held virtually Webex and convened on the 12th day of December 2023 at 1:30 PM (EST).

Present:

Matthew Lem
Barry Mutis

Representing

Trustee
Inspector

Meeting Called to Order

The Trustee advised that there was a quorum, and the Meeting was called to order.

Agenda

Prior to the Meeting, the Trustee outlined various agenda topics for the meeting, however the meeting was limited to the following:

1. Provide a brief update on the Trustee's activities and establishing a process for inspector approval of such activities;
2. Seeking the Inspector's affirmation of the Trustee's engagement of Cassels Brock & Blackwell ("**Cassels**") as its independent legal counsel;
3. Seeking the Inspector's authorization for the Trustee to sell the scrap metal;
4. Seeking the Inspector's authorization for the Trustee to sell inventory items, without further inspector approval; and
5. Discussion of a future inspector meeting and approvals required.

Brief Update on the Trustee's Activities

The Trustee provided a brief update on the following matters:

1. Canada Revenue Agencies' trust examination for the payroll and HST accounts scheduled for December 21, 2023;
2. The sale process commenced for the equipment located at 8811 Huntington Road, Vaughan, Ontario and the offer received for the equipment located in Surrey, BC;
3. The accounts receivables and collections status;
4. The process for draws for and the taxation of the professional fees of the Trustee and Cassels; and
5. The process for the approval of the Trustee's and its counsel's activities.

It was proposed by the Trustee and accepted by the Inspector that the Trustee would provide an email that would summarize by bullet points the activities sought to be approved by Inspector in advance of the meeting for approval.

Affirmation of Cassels

The Trustee briefly raised the issue of the Trustee's engagement of Cassels as its independent legal counsel.

After a brief discussion, the Inspector affirmed the Trustee's engagement of Cassels as its independent legal counsel.

Sale of Scrap Metal

The Trustee advised the Inspector that there is approximately \$25,000 to \$30,000 (realizable value) of scrap metal inventory and that the Trustee wishes to sell such scrap metal to Integro's existing scrap metal recycler.

After a brief discussion, the Inspector authorized the Trustee to sell the inventory of scrap metal to the scrap metal recycler.

Future Small Inventory Sales

The Trustee advised that it has been necessary for it to sell some small dollar amounts of inventory items (e.g. embeds, and gaskets) prior to this meeting to avoid there be delays being caused on project and damage claims asserted against to the estate. As detailed in the Interim

Statement of Receipts and Disbursements, as of November 23, 2023, previously provide to the Inspector, there has been 2 sales totaling \$6,332.52, exclusive of HST, completed and the Trustee authorized as sale of embeds this day in the mount of approximately \$3,000, exclusive of HST.

After a brief discussion, the Inspector authorized the Trustee to sell inventory items, without further inspector approval in respect any transaction not exceeding \$10,000, exclusive of HST, provided that the aggregate consideration for all such transactions does not exceed \$50,000, exclusive of HST, *nunc pro tunc*.

Future Inspector Meeting

The Trustee advised that it anticipates the need for a further Inspector meet within the next 3 days in order to obtain the Inspector's approval for the settlement of the SickKids project receivable, so that payment could be received before the end of 2023. The Trustee undertook to provide to the Inspector the calculation of the settlement of SickKids project receivable in advance of the meeting.

Termination of Meeting

There being no further business, the Meeting was terminated.

Dated at Toronto, Ontario this 13th day of December 2023.

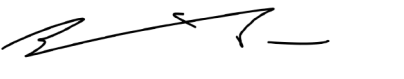
MNP LTD.

Trustee of the estate of
Integro Building Systems Inc., a Bankrupt
Per:



Matthew Lem

Approved by:



Inspector – Barry Mutis

Appendix “G”

OCCUPATION AGREEMENT

THIS AGREEMENT is effective the 1st day of September, 2023

BETWEEN:

MNP LTD., in its capacity as Licensed Insolvency Trustee of the Estate of Integro Building Systems Inc., a Bankrupt, and not in its personal or corporate capacity

(the “Trustee”)

- and -

STATE WINDOW CORPORATION

(“State”)

WHEREAS:

- A. Pursuant to the lease dated September 22, 2021 between Anatolia Block 59 Developments Limited (the “**Landlord**”) and Integro Building Systems Inc. (“**Integro**”), as amended by a lease amending agreement dated January 7, 2022 (as amended, the “**Lease**”), Integro is the tenant of certain premises located at 8811 Huntington Road, Vaughan, Ontario (the “**Premises**”).
- B. Integro made an assignment in bankruptcy pursuant to the provisions of the *Bankruptcy and Insolvency Act* (the “**BIA**”) on August 31, 2023 (the “**Assignment Date**”) and MNP Ltd. was appointed as Licensed Insolvency Trustee of the Estate of Integro.
- C. The Trustee is entitled to occupy or possess the Premises for a period of three (3) months from the Assignment Date (the “**Occupation Period**”) in accordance with the terms of the Lease, pursuant to the *Commercial Tenancies Act* (Ontario).
- D. State is a guarantor of certain obligations contracted by Integro in respect of a construction project (the “**Guarantee Obligations**”) and they require the use of the Premises in order to satisfy the Guarantee Obligations.
- E. State desires to occupy the Premises pursuant to the terms and conditions of this Agreement up to the date that it officially assumes tenancy over the Premises through a new lease with the Landlord

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Occupation.** The Trustee hereby agrees to grant State a revocable licence, whereby State shall have the non-exclusive right to occupy the Premises from the date hereof until the Termination Date (as defined below) in accordance with the terms of the Lease and subject to the terms and conditions set out herein . Subject to the terms of the Lease, State shall also have the right to grant access rights to the Premises to such third parties as they consider appropriate and necessary to assist the respective party in satisfying their respective Guarantee Obligations (such parties, the “**Invitees**”).

2. **Payment of Rent, etc.** State shall be responsible for all costs and expenses of every kind (including without limitation any and all rents and all charges and operating costs under the Lease, realty taxes, rates, duties, levies and assessments charged against the Premises or any part thereof, and utility charges and phone bills) related to the Lease and the Premises from the Assignment Date until the Termination Date associated with the occupation of the Premises by State (the “**Lease Costs**”). Upon execution of this Agreement, State shall pay to the Trustee or directly to the Landlord the amount of Basic and Additional Rent (as defined in the Lease) payable under the Lease, plus applicable taxes (the “**Rent Cost**”) up to November 30, 2023. State shall also promptly pay to the Trustee any other Lease Costs incurred by the Trustee during State’s occupation of the Premises from time to time upon written request of the Trustee.

3. **Compliance with Lease.** State hereby agrees to abide by all of the terms, covenants and conditions of the Lease and shall ensure that the activities of State and the Invitees on the Premises do not breach the provisions of the Lease and any law, by-law, regulation or order of any federal, provincial, municipal or other governmental or regulatory authority.

4. **Maintenance.** State shall, and shall cause the Invitees, to use, keep and maintain the Premises as would a reasonable and prudent tenant and in a clean, neat and tidy condition, reasonable wear and tear excepted, in all cases, in accordance with the applicable provisions of the Lease. Upon termination of its occupancy of the Premises, State shall, or shall cause the Invitees to, at its own cost and expense (or the cost and expense of the Invitees) (the “**Maintenance Cost**”), vacate the Premises and leave the Premises in a clean, neat, tidy and broomswept condition, reasonable wear and tear excepted, unless otherwise agreed to with the Landlord. State shall reimburse the Trustee for any Maintenance Costs the Trustee is required to incur as a result of their respective failure to satisfy their obligations herein, upon written request of the Trustee.

5. **Acknowledgement of Limited Liability.** State shall occupy the Premises at its own risk and in no event shall the Trustee be responsible or liable to either State or any person, corporation, association, government, authority or entity, or employee or agent thereof, whatsoever (collectively, “**Persons**”) for any loss, damage, injury, harm, death or destruction to such Persons or in respect of property however caused, including, without limitation, under any liability that may arise at law or that may otherwise arise under the *Occupiers’ Liability Act* or any other similar legislation, environmental legislation or any other statute, save and except for any liability arising from the gross negligence or willful

misconduct of the Trustee. In addition to the foregoing, State acknowledges and agrees that it shall assume any and all liability to their respective Invitees and, for clarity, in no event shall the Trustee be responsible or liable to any Invitee.

6. **Indemnity of Trustee.** State hereby agrees that it shall indemnify, defend and hold harmless the Trustee and Landlord and all of their respective servants, agents, employees, contractors and persons for whom the Trustee and Landlord, as the case may be, is in law responsible (collectively, the "**Released Parties**") against any and all liabilities, claims, damages, losses and expenses, including all legal fees and disbursements on a solicitor and his own client basis, arising from or out of: (i) any breach of the obligations under this Agreement or the Lease by State, any Invitee thereof, or by any party for which they are in law responsible; or (ii) any act or omission of State or any of its respective representatives, agents, employees, Invitees, licensees, subtenants, concessionaires, contractors or persons for whom such respective party is in law responsible on or about the Premises. Notwithstanding the foregoing, State shall be required to indemnify, defend or hold harmless the Trustee or any of its representatives, agents, employees, contractors and persons for whom the Trustee is in law responsible to the extent that the said liabilities, damages, costs, claims, suits or actions arise out of the gross negligence of the Trustee or any of its representatives, agents, employees, contractors and persons for whom the Trustee is in law responsible. This indemnity shall survive the expiration or earlier termination of this Agreement.

7. **Representations.** State agrees that it will take possession of and occupy the Premises on an "as is, where is" basis and that the Trustee shall not have any obligation to maintain or repair the Premises or perform any work to prepare the same for State. The Trustee makes no representation or warranty as to the status or terms of the Lease or the Premises.

8. **Insurance.** Prior to initial occupancy of the Premises and during the term of this agreement, State shall obtain and maintain, at their sole cost and expense, comprehensive general liability insurance coverage and such other insurance coverage as is required by the applicable provisions of the Lease, effective for the period from the date hereof until the Termination Date.

9. **Termination.** This Agreement shall terminate on November 30, 2023, or such other date as agreed to in writing between the Trustee and State (the "**Termination Date**").

10. **Disclaimer.** The Trustee shall not surrender possession or disclaim, or otherwise terminate any interest it may have in, the Lease prior to the Termination Date without the prior written consent of State, provided however that State acknowledges and agrees that the Trustee shall be entitled, in its sole discretion and without further notice to or consent of State, to surrender possession or disclaim, or otherwise terminate any interest it may have in, the Lease on the Termination Date.

11. **Access and Trustee's Use.** In consideration of State's use of Integro's equipment located at the Premises (the "**Equipment**"), State hereby expressly agrees that the Trustee shall be permitted to access the Premises and store the assets and property of Integro and those of third-parties located at the Premises, as the Trustee requires or deems necessary,

during the Occupation Period and Post-Occupation Period (as such term is later defined), for the purpose of fulfilling its duties and responsibilities as Trustee in connection with its administration of Integro's bankruptcy.

12. **After Termination Date.** In the event that State or parties related thereto, enters into a lease agreement with the Landlord for the Premises after the Termination, State hereby agrees to grant to the Trustee or shall arrange for the Trustee to receive a revocable licence, whereby the Trustee shall have the non-exclusive right to occupy the Premises from the day immediately following the Termination Date until the later of December 31, 2023 and the day on which the Trustee completes the sale of the Equipment (the "**Post-Occupation Period**"). For greater certainty, in the event that State no longer has use of the Equipment, the Trustee shall be responsible to pay to State the Rent Cost and Lease Costs during such portion of the Post Occupation Period in which the Trustee occupies the Premises.

13. **No Assignment or Transfers.** The Trustee and State hereby acknowledge and agree that nothing in this Agreement is intended to, or shall be construed to, create a lease, sublease or assignment of lease in favour of State or otherwise grant State any leasehold interests. State shall not be permitted to assign or otherwise transfer their rights under this Agreement.

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

15. **Capacity.** State acknowledges that the Trustee is acting in its capacity as Licensed Insolvency Trustee of the Estate of Integro, with no personal or corporate liability.

16. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

17. **Further Assurances.** Each of the parties hereto will, from time to time, execute and deliver all such further documents, and instruments and do all acts and things as any other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

18. **Counterparts.** This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts and facsimiles (or other electronic deliveries) shall together constitute one and the same agreement.

19. **Amendment.** This Agreement may be amended or supplemented only by a written agreement signed by each party.

20. **Assignment.** This Agreement may be assigned by the Trustee at its sole discretion.

21. **Defaults.** Notwithstanding the foregoing, upon State being in default under the terms of this agreement, the Trustee may terminate this Agreement (without penalty, charge or recourse against the Trustee by State) on five (5) days' prior written notice to the defaulting party and pursue any other remedies available to it at law or in equity.

22. **Personal Licence.** State acknowledges and agrees that the rights granted to them in this Agreement creates a licence personal to State and shall not in any manner whatsoever constitute a lease, an easement, or any other interest in land.


[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first written above.

MNP LTD., in its capacity as Licensed Insolvency Trustee of the Estate of Integro Building Systems Inc., a Bankrupt, and not in its personal or corporate capacity

By: 
Name: Matthew Lem
Title: Senior Vice President

STATE WINDOW CORPORATION

By: 
Name: Nikki Carvalho
Title: President

I have the authority to bind the corporation.

Appendix “H”

District of ONTARIO
Division 9 - Toronto
Court No. 31-459641
Estate No. 31-459641

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

**NOTICE OF SECOND MEETING OF CREDITORS
(Section 103(1) of the Act)**

TAKE NOTICE THAT:

1. MNP Ltd., Trustee of the Estate of Integro Building Systems Inc., (the “**Trustee**”) requests that a Second Meeting of Creditors (the “**Second Meeting**”) be held.
2. The Second Meeting will be held on the 31st day of January 2024, at 2:00 o’clock in the afternoon, virtually via Microsoft Teams. Instructions on attending the virtual meeting are attached.
3. To be entitled to vote at the Second Meeting, and where necessary, a valid Proxy Form naming the representative attending this meeting must be on file with the Trustee. If you need to change the person you wish to appoint as your proxy or had not previously appointed a person as your proxy, a blank Proxy Form (Form 36) is attached.
4. An agenda outlining the items to be discussed at the Second Meeting and additional information associated with the purpose of the meeting is attached.

DATED AT Toronto, Ontario this 19th day of January 2024.

MNP LTD.

Trustee of the Estate of
Integro Building Systems Inc., a Bankrupt
Per:



Matthew Lem
Licensed Insolvency Trustee

Attachments

Instructions on Attending the Meeting

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

SECOND MEETING OF CREDITORS

Instructions on Attending the Meeting

As noted in the Notice of Second Meeting of Creditors, dated January 19, 2024 (the “**Notice**”), MNP Ltd., in its capacity as Trustee of the Estate of Integro Building Systems Inc., (the “**Trustee**”) has called the Second Meeting of Creditors (the “**Second Meeting**”) to be held virtually on **Wednesday, January 31, 2024, at 2:00 PM (Toronto Time) via Microsoft Teams**. It is not mandatory to attend the Second Meeting, but should you wish to attend/join the meeting, please review the following procedures:

Meeting Details:

Microsoft Teams App or Web Browser (video conference):

<https://shorturl.at/gtY79>

Telephone (audio only):

Toll-free in Canada : 877-252-9279 /Outside Canada 1 (587) 747-4334
Phone Conference ID: 323 374 169#

Requirements Prior to Second Meeting:

To be entitled to vote at the Second Meeting, you must have filed/submitted to the Trustee your Proof of Claim Form (“**PoC**”) with supporting documentation and had it admitted/accepted by the Trustee prior to the start of Second Meeting.

Attached is a list of the creditors who have filed PoCs with the Trustee that have already been admitted/accepted for voting purposes only by the Trustee and the name of the proxy holder, if applicable (the “**List of Proven Creditors**”). If you do not appear on this list, please contact the Trustee as soon as possible prior to the start of Second Meeting.

If you are an incorporated business and you plan to have a representative of your company attend the meeting, such representative must be the person named in the Proxy Form (Form 36) previously filed/submitted to the Trustee.


In order to vote at the meeting, you must either appoint a proxy or change your existing proxy by filling out and sending a Proxy Form (Form 36) to the Trustee before the Second Meeting begins. A blank Proxy Form (Form 36) is included.

Registration:

The Trustee will open the virtual meeting thirty (30) minutes in advance of the appointed meeting time. We encourage all creditors attending to enter the virtual meeting earlier than the appointed time to permit registration and attendance to be completed.

Attendees will be acknowledged and registered on a “first come first serve” basis. We ask for the purpose of registration and recording your attendance, you follow the below procedures:

If attending by **video conference:**

1. Click on the Chat button; 
2. The Meeting Chat window will open to the right of the main screen;
3. In the Meeting Chat window please enter in the “Type a new message” box the following:
 - a. Identify yourself by the creditor number beside your creditor name listed in the attached List of Proven Creditors;
 - b. Identify the names of all of the individuals attending with you and their capacity in attending (e.g., legal counsel); and
 - c. Whether you want your name to stand as a potential inspector of the estate of the Bankrupt.

If attending by **telephone/audio only:**

1. When solicited by the Trustee, you provide the following details:
 - a. Identify yourself by the creditor number beside your creditor name listed in the attached List of Proven Creditors;
 - b. Identify the names of all of the individuals attending with you and their capacity in attending (e.g., legal counsel); and
 - c. Whether you want your name to stand as a potential inspector of the estate of the Bankrupt.

Please note that this meeting may be recorded for meeting minutes purposes.

If you have any questions, please contact Chahna Nathwani at (647) 475-8331 or email at IntegroBuild@mdp.ca.

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

**List of Proven Creditors
As of January 18, 2024**

Creditor's Name	Type of Claim	Proxy on File	Proxy Name	Contact Name
407 ETR	Unsecured creditor	No	N/A	Ryan Stanford
Abubeker Aman	Unsecured creditor	N/A	N/A	Abubeker Aman
Aerotek ULC	Unsecured creditor	No	N/A	Anne Krache
Alexandr Firsov	Unsecured creditor	N/A	N/A	Alexandr Firsov
Alexi Leon	Unsecured creditor	N/A	N/A	Alexi Leon
Alpa Lumber Mills Inc.	Unsecured creditor	Yes	Zena Hanson	Zena Hanson
Alvin Milton	Unsecured creditor	N/A	N/A	Alvin Milton
Amirhossein Ahbab	Unsecured creditor	N/A	N/A	Amirhossein Ahbab
Amy Taraborrelli	Unsecured creditor	N/A	N/A	Amy Taraborrelli
An Duy Tran	Unsecured creditor	N/A	N/A	An Duy Tran
Aprille Hafalla	Unsecured creditor	N/A	N/A	Aprille Hafalla
Art Middleton	Unsecured creditor	N/A	N/A	Art Middleton
Audrey Fu	Unsecured creditor	N/A	N/A	Audrey Fu
Avash Khanal	Unsecured creditor	N/A	N/A	Avash Khanal
Barry Wannan	Unsecured creditor	N/A	N/A	Barry Wannan
Battlefield Cat Rental	Unsecured creditor	No	N/A	Kim Campbell
Bautech Inc.	Unsecured creditor	Yes	Andrew Sokolik	Gloria Serna
Bell Mobility Inc.	Unsecured creditor	No	N/A	Anick Viau
Bercon Rentals Inc.	Unsecured creditor	Yes	Alvi Beraldo	Hassan Chaudhary
Berih Tenseaw Sfaf	Unsecured creditor	N/A	N/A	Berih Tenseaw Sfaf
Brafasco (White Cap Supplier Canada)	Unsecured creditor	Yes	MNP LTD	Sandy Soares
Brandon Black	Unsecured creditor	N/A	N/A	Brandon Black
Building Solutions Together Ltd.	Unsecured creditor	No	N/A	Melania Torok
Bunzl Safety	Unsecured creditor	No	N/A	Jennifer Moser-Wilcox
Caldwell Mfg Co NA LLC	Unsecured creditor	No	N/A	Robert Baker
Canada Revenue Agency	Deemed Trust//Unsecured creditor	No	N/A	Rene Tagelaar
Canadian Mill Nettclean Supply	Unsecured creditor	Yes	Mark Shendroff	Netta Friedman
Cascade Aqua-Tech Ltd.	Unsecured creditor	No	N/A	Shelley Fitzpatrick
CBCS Capital Inc.	Unsecured creditor	No	N/A	Karren
Cesar Hernandez	Unsecured creditor	N/A	N/A	Cesar Hernandez
Cheetah Transport Ltd.	Unsecured creditor	Yes	Shelley Eny	Shelley Eny
Christopher Hannah	Unsecured creditor	N/A	N/A	Christopher Hannah
Citi Cards Canada Inc.	Unsecured creditor	No	N/A	Charlotte McCreight
CS2 Construction Sales Inc.	Unsecured creditor	No	N/A	Adrian Russell
Cynthia Ntakirutimana	Unsecured creditor	N/A	N/A	Cynthia Ntakirutimana
Cyriax James Sioco	Unsecured creditor	N/A	N/A	Cyriax James Sioco
David Leblanc	Unsecured creditor	N/A	N/A	David Leblanc
David Mariano	Unsecured creditor	N/A	N/A	David Mariano
Dependable Anodizing Ltd.	Unsecured creditor	No	N/A	Steven Saroli
Dominika Hanebach	Unsecured creditor	N/A	N/A	Dominika Hanebach
Douglas Recruitment Inc.	Unsecured creditor	No	N/A	Raza
E.P. Terminals Inc.	Unsecured creditor	No	N/A	Lisa Boecker
Earl Paddock Transportation Inc.	Unsecured creditor	No	N/A	Lisa Boecker
Eldo Pathrose	Unsecured creditor	N/A	N/A	Eldo Pathrose
Elijah Leon Prieto	Unsecured creditor	N/A	N/A	Elijah Leon Prieto
EONE3 Fabrication Inc.	Unsecured creditor	Yes	N/A	Gerald Wilkinson
Eric Mariano	Unsecured creditor	N/A	N/A	Eric Mariano
Eyob Hailemichael	Unsecured creditor	N/A	N/A	Eyob Hailemichael
Faisel Tenseaw	Unsecured creditor	N/A	N/A	Faisel Tenseaw
Fastenal Canada	Unsecured creditor	No	N/A	Leah Bohlmann
Felix Reguyal	Unsecured creditor	N/A	N/A	Felix Reguyal
First Gulf Development	Unsecured creditor	Yes	Daniel Savage	Daniel Savage
FortisBC Energy Inc.	Unsecured creditor	No	N/A	Everlove M
Francky Charles	Unsecured creditor	N/A	N/A	Francky Charles
Fred Worm	Unsecured creditor	No	N/A	Termination pay
Futsum Jihad	Unsecured creditor	N/A	N/A	Futsum Jihad
Genesis Curtainwall Systems	Unsecured creditor	Yes	Richard Hall	Richard Hall
GFL Environmental Inc.	Unsecured creditor	No	N/A	Kelly Livingstone

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

**List of Proven Creditors
As of January 18, 2024**

Creditor's Name	Type of Claim	Proxy on File	Proxy Name	Contact Name
Graham Kavanagh	Unsecured creditor	N/A	N/A	Graham Kavanagh
Grant Metal Products Ltd.	Unsecured creditor	Yes	Hilary Henley	Hilary Henley
Gursahib Thind	Unsecured creditor	N/A	N/A	Gursahib Thind
Hi-Tech Machining & Maintenance Inc.	Secured creditor	No	N/A	Shiksha Puri
Honesto Reus	Unsecured creditor	N/A	N/A	Honesto Reus
Huy Le	Unsecured creditor	N/A	N/A	Huy Le
Ideological Systems Inc.	Unsecured creditor	Yes	Andre de Lacerda	Andre de Lacerda
Imperial Coffee and Services	Unsecured creditor	Yes	Vicki Sentance	Vicki Sentance
James Barry	Unsecured creditor	N/A	N/A	James Barry
Jan Rey Gacayan	Unsecured creditor	N/A	N/A	Jan Rey Gacayan
John Marasigan	Unsecured creditor	N/A	N/A	John Marasigan
Jonathan Cooper	Unsecured creditor	N/A	N/A	Jonathan Cooper
Kamal Kaur	Unsecured creditor	N/A	N/A	Kamal Kaur
Kamalkumar Patel	Unsecured creditor	N/A	N/A	Kamalkumar Patel
KamalPreet Sharma	Unsecured creditor	N/A	N/A	KamalPreet Sharma
Karl Beaudoin	Unsecured creditor	N/A	N/A	Karl Beaudoin
Kayla Tan	Unsecured creditor	N/A	N/A	Kayla Tan
Keshvi Parikh	Unsecured creditor	N/A	N/A	Keshvi Parikh
Kevin Banda	Unsecured creditor	N/A	N/A	Kevin Banda
Kevin Voth	Unsecured creditor	N/A	N/A	Kevin Voth
Keymark Corporation	Secured creditor	No	N/A	Thomas Emalfarb
Keymark Corporation	Secured creditor	No	N/A	Shiksha Puri
Kinjal Shah	Unsecured creditor	N/A	N/A	Kinjal Shah
KMS Tools and Equipment	Unsecured creditor	No	N/A	Kelsey Raven
Lei Xie	Unsecured creditor	N/A	N/A	Lei Xie
Ling Jiang	Unsecured creditor	N/A	N/A	Ling Jiang
Livingston Internationals	Unsecured creditor	No	N/A	Maria Cristina Vargas
Louay Alalawi	Unsecured creditor	N/A	N/A	Louay Alalawi
Lyndon Lumbres	Unsecured creditor	N/A	N/A	Lyndon Lumbres
Malek Al Bitar	Unsecured creditor	N/A	N/A	Malek Al Bitar
Maneuver Freight Services Inc.	Unsecured creditor	No	N/A	Preet Singh
Manik Aggarwal	Unsecured creditor	N/A	N/A	Manik Aggarwal
Marcelo Gallo	Unsecured creditor	N/A	N/A	Marcelo Gallo
Maricris Lacar	Unsecured creditor	N/A	N/A	Maricris Lacar
Martha Atehortua Munoz	Unsecured creditor	N/A	N/A	Martha Atehortua Munoz
Maryam Bakhshzad Mahmoudi	Unsecured creditor	N/A	N/A	Maryam Bakhshzad Mahmoudi
Mebrahtom Tesfaselasi Girmay	Unsecured creditor	N/A	N/A	Mebrahtom Tesfaselasi Girmay
Michael Calisti	Unsecured creditor	N/A	N/A	Michael Calisti
Miller Waste Systems Inc. - Markham Division	Unsecured creditor	No	N/A	Tiffany Wilson
Minister of Finance - BC PST10515852	Unsecured creditor	No	N/A	Heather Kurbatoff
Minister of Finance - BC EHT11382194	Unsecured creditor	No	N/A	Heather Kurbatoff
Narendra Patel	Unsecured creditor	N/A	N/A	Narendra Patel
Navjot Chahal	Unsecured creditor	N/A	N/A	Navjot Chahal
Nelson De Matos	Unsecured creditor	N/A	N/A	Nelson De Matos
Nelson Delloso	Unsecured creditor	N/A	N/A	Nelson Delloso
Nelson Munoz	Unsecured creditor	N/A	N/A	Nelson Munoz
Nirusen Vigneswaran	Unsecured creditor	N/A	N/A	Nirusen Vigneswaran
Norma Lam	Unsecured creditor	N/A	N/A	Norma Lam
Nth Degree Facades	Unsecured creditor	No	N/A	Robert Thiede
Office Central Inc.	Unsecured creditor	Yes	MNP LTD	Ana Montes
Orbis Facade Inc.	Secured creditor	No	N/A	Mike C. Stewart
Parth Jani	Unsecured creditor	N/A	N/A	Parth Jani
Pedro Santiago Mora	Unsecured creditor	N/A	N/A	Pedro Santiago Mora
Peter Schauer	Unsecured creditor	N/A	N/A	Peter Schauer
Phoenix Glass	Unsecured creditor	Yes	Sunny Minhas	Sunny Minhas
Phu Lam Huynh	Unsecured creditor	N/A	N/A	Phu Lam Huynh
Randeep Kaur	Unsecured creditor	N/A	N/A	Randeep Kaur
Ravikanthanatha Subramaniam	Unsecured creditor	N/A	N/A	Ravikanthanatha Subramaniam

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

**List of Proven Creditors
As of January 18, 2024**

Creditor's Name	Type of Claim	Proxy on File	Proxy Name	Contact Name
Raymond Mendonca	Unsecured creditor	N/A	N/A	Raymond Mendonca
Royal Bank of Canada	Secured creditor/Unsecured creditor	Yes	Roger Jaipargas	Barry Mutis
Renato Lancion	Unsecured creditor	N/A	N/A	Renato Lancion
Ricardo Mariano	Unsecured creditor	N/A	N/A	Ricardo Mariano
Ri-Go Lift Truck Ltd.	Unsecured creditor	No	N/A	Nadine Mortella
Robert Stevens	Unsecured creditor	N/A	N/A	Robert Stevens
Roel Bravo	Unsecured creditor	N/A	N/A	Roel Bravo
Roman Cap	Unsecured creditor	N/A	N/A	Roman Cap
Rosa Cirillo	Unsecured creditor	N/A	N/A	Rosa Cirillo
Rosendo Zambrano	Unsecured creditor	N/A	N/A	Rosendo Zambrano
Rosine El Imad	Unsecured creditor	N/A	N/A	Rosine El Imad
Sachin Ramkaran	Unsecured creditor	N/A	N/A	Sachin Ramkaran
Samantha Wong	Unsecured creditor	N/A	N/A	Samantha Wong
Sams Electrical Services Ltd.	Unsecured creditor	No	N/A	SAM YOSSIBA
Sanh Kien Thai	Unsecured creditor	N/A	N/A	Sanh Kien Thai
Sean Clarence Santiaguel	Unsecured creditor	N/A	N/A	Sean Clarence Santiaguel
Sonic Staffing	Unsecured creditor	Yes	Raj Johal	Raj Johal
Sooley's Safety Services	Unsecured creditor	No	N/A	Douglas Sooley
Soprema Inc.	Unsecured creditor	No	N/A	Mario JEANSON
Specialized Metal Fabricators Inc.	Unsecured creditor	No	N/A	Primaljeet Kaur
State Window Corporation	Secured creditor/Unsecured creditor	Yes	Jesse Mighton	Nikki Carvalho
Stella Custom Glass Hardware	Unsecured creditor	No	N/A	Adam Stephenson
Suhua Ding	Unsecured creditor	N/A	N/A	Suhua Ding
Suspended Stages Inc.	Unsecured creditor	No	N/A	Rhonda Lee
Thakurdatt Persaud	Unsecured creditor	N/A	N/A	Thakurdatt Persaud
Timothy Donohue	Unsecured creditor	N/A	N/A	Timothy Donohue
Tin Huynh	Unsecured creditor	N/A	N/A	Tin Huynh
Tip Fleet Services Canada Ltd.	Unsecured creditor	No	N/A	Patrick Bernard
True North Fabrication	Unsecured creditor	Yes	John Sullivan	John Sullivan
Trung Huynh	Unsecured creditor	N/A	N/A	Trung Huynh
Tsehayee Kidanemaryam	Unsecured creditor	N/A	N/A	Tsehayee Kidanemaryam
Valid Metal Fabrication Inc.	Unsecured creditor	No	N/A	Hesam Validi
Vault Credit Corporation	Secured creditor	No	N/A	Heidi Reffler
Viktor Belousov	Unsecured creditor	N/A	N/A	Viktor Belousov
Vipan Vir Singh	Unsecured creditor	N/A	N/A	Vipan Vir Singh
Vipin Mohanan	Unsecured creditor	N/A	N/A	Vipin Mohanan
Vitrum Industries Ltd.	Unsecured creditor	No	N/A	Bryan Shane
Wassim Abousawan	Unsecured creditor	N/A	N/A	Wassim Abousawan
Weldeab Mebrahtu	Unsecured creditor	N/A	N/A	Weldeab Mebrahtu
Weston Forest Products Inc.	Unsecured creditor	No	N/A	SOPHIE NORM
Whitelaw BCA LLP	Unsecured creditor	No	N/A	Mahsa Adibi
William Herniman	Unsecured creditor	N/A	N/A	William Herniman
Wm. P Somerville (1996) Ltd.	Unsecured creditor	No	N/A	Michelle Leduc
Xi Quan Lin	Unsecured creditor	N/A	N/A	Xi Quan Lin
Yasmin Arjomandi	Unsecured creditor	N/A	N/A	Yasmin Arjomandi
Yonas Bariay	Unsecured creditor	N/A	N/A	Yonas Bariay
Zheng Fang Leng	Unsecured creditor	N/A	N/A	Zheng Fang Leng
Zhi Jian Li	Unsecured creditor	N/A	N/A	Zhi Jian Li

District of: Ontario
Division No. 09 - Toronto
Court No. 31-459641
Estate No. 31-459641

FORM 36
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Bankruptcy of
Integro Building Systems Inc.
of the City of Vaughan, in the Municipality of York
in the Province of Ontario

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to be
my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

MNP Ltd. - Licensed Insolvency Trustee

1900 - 1 Adelaide Street East
Toronto ON M5C 2V9
Fax: (416) 323-5242

Agenda and Information for Consideration

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

SECOND MEETING OF CREDITORS

AGENDA

The purpose of this meeting is to:

1. Provide a brief verbal update on the Trustee's activities and the administration of the bankruptcy estate of Integro Building Systems Inc. (the "**Bankrupt**");
2. Appoint up to five (5) new inspectors following the resignations of all of the inspectors of the Estate;
3. Seek the creditors' comments, concerns and input concerning the proposed sales of the equipment and other property of the Bankrupt; and
4. Any other matters raised at the meeting.

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

SECOND MEETING OF CREDITORS

Information for Consideration

Appointment of Inspectors

At the First Meeting of Creditor held on September 19, 2023 for the bankruptcy estate of Integro Building Systems Inc. (the “**Bankrupt**”), two (2) inspectors were appointed; Alina Nagu and Barry Mutis.

On November 27, 2023, Ms. Nagu resigned as an inspector and on January 15, 2024, Mr. Mutis resigned as an inspector.

There have been only two inspector’s meetings. Copies of the minutes of the two (2) meetings are attached as **Appendix “A”** and detail the matters addressed by the inspector to date.

Given the resignations of all inspectors, the Trustee is following the provisions of Subsection 116(4) and Section 118 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and calling a meeting of creditors to appoint inspectors.

The role of an inspector is a fiduciary role, where they have a duty to act in the best interests of the creditors of the bankrupt estate and by supervising and assisting the trustee in the administration of the estate.

More information on the role and being an inspector of a bankruptcy estate can be found at the following link:

<https://ised-isde.canada.ca/site/office-superintendent-bankruptcy/en/information-bia-inspectors>

The Trustee is now seeking the appointment of up to five (5) new inspectors. If you wish to be an inspector, we ask that you please contact the Trustee in advance of the meeting.

As of the date of this being prepared document, the Trustee has received a request for Sabrina Missio of Canada Revenue Agency (“**CRA**”) to be appointed as inspector for this Estate.

Proposed Sales of the Equipment and Other Property of the Bankrupt

General

The Trustee is responsible for administering the bankruptcy of the debtor and ensuring that the interests of the creditors are protected. As part of the bankruptcy process, the Trustee has access to certain documents, information, and dollar figures that are confidential and commercially sensitive. Given the commercially sensitive nature of certain documents/information/dollar figures and the potential impact on the closing of the contemplated transaction, the Trustee cannot share certain sensitive materials at this time.

Based on the information outlined below, the Trustee is seeking the creditors' comments, concerns and input concerning the proposed sales of the equipment and other property of the Bankrupt in order to provide same to the inspector of the Estate, should one be appointed, and/or the Court in connection with the Trustee's application for the approval of the sales.

As background for this discussion, you should be aware of the following:

- a) The Bankrupt had equipment and other property at two locations: Vaughan, Ontario (the "**Vaughan Location**") and Surrey, British Columbia (the "**Surrey Location**");
- b) A list of the equipment and other property that were offered for sale at Vaughan Location is attached as **Appendix "B"** (the "**Vaughan Assets for Sale**");
- c) A list of the equipment and other property that were offered for sale at Surrey Location is attached as **Appendix "C"** (the "**Surrey Assets for Sale**");
- d) The Vaughan Assets for Sale are in the possession and control of the Trustee at the Vaughan Location. Prior to the bankruptcy, the Surrey Assets for Sale were included as part of a sub lease that the Bankrupt had entered into with Sudac Consulting Inc. ("**Sudac**") in June 2023 for the Surrey Location;
- e) The Trustee had engaged Infinity Asset Solutions Inc. ("**Infinity**") to conduct an appraisal of the Vaughan Assets for Sale and the Surrey Assets for Sale on a forced liquidation basis. Infinity prepared and issued an appraisal report dated October 11, 2023 (the "**Appraisal Report**");
- f) All of the assets and property of the Bankrupt (the "**Property**"), including the Vaughan Assets for Sale and the Surrey Assets for Sale are subject to claims of creditors in the order of priority under the law (i.e. who's claim is paid first from the proceeds/funds realized from the Property). The basic order of priority under law is as follows:
 - i. Trust claims;
 - ii. Secured creditors;
 - iii. Unsecured creditors

With respect to the above, the trust claims includes the deemed trust claim of CRA for unremitted employee source deduction withholdings ("**CRA's Trust Claim**") and the secured creditors include Royal Bank of Canada ("**RBC**") and State Window Corp. ("**State**");

- g) The exact amount of CRA's Trust Claim has yet to be determined (pending the completion of CRA's trust examination which is still on-going), but the Trustee estimates that such trust claim will be no less than \$3 million and possibly greater;
- h) RBC has filed a claim in this bankruptcy in the amount of \$9,328,316.00, of which it is claiming to be a secured creditor to the extent of \$500,000.00 (based on its valuation of its security);

- i) As stated in the Trustee’s Preliminary Report dated September 19, 2023 to the Bankrupt’s creditors *“..., all the assets in the estate are subject to Deemed Trust Claims, Construction Trust Claims and/or the claims of the Company’s secured creditors, which includes RBC. Any realization activities commenced by the Trustee are subject to the Trustee first entering into an administrative agreement with CRA, and/or the Company’s other priority and secured creditors. Given the above and the extent of trust, priority and secured claims versus the Company’s assets, the Trustee does not anticipate that there will be any funds to be available for distribution to the Company’s unsecured creditors.”*
- j) On October 16, 2023, the Trustee submitted a request to CRA for an administrative agreement, which was accepted/consented to by CRA on November 7, 2023 (the **“Administrative Agreement”**);
- k) In connection with the Trustee’s occupancy of the Vaughan Location, the Trustee entered into an occupation agreement, effective September 1, 2023 (the **“Occupation Agreement”**). The Occupation Agreement was necessary as State had a need for the Vaughan Location and to use certain of the Vaughan Assets for Sale in order to complete a project. The Trustee needed the Occupation Agreement as a means to cover the rent cost (approximately \$125,000/month) of the Vaughan Location in order to deal with third-party property associated with construction projects (the **“Project Property”**) but also to store the Property and books and records located at the Vaughan Location until such time as they could be addressed (i.e. sold by the Trustee or dealt with by CRA or RBC); In consideration of State having access to the Vaughan Location and the use of certain of the Property located there, State was responsible for paying all rent and utilities costs associated with the Vaughan Location. As an added benefit, the presence of State provided a qualified labour force to be utilized by the Trustee to conduct inventory counts and assist in the removal of the Project Property;
- l) In connection with the Surrey Location, the Trustee did not go into occupation, as it was already subject to a sublease with Sudac. Following the bankruptcy, Sudac entered into an arrangement directly with the landlord of the Surrey Location. Notwithstanding, the Trustee retained title and ownership to the Surrey Assets for Sale, which was documented in the form of waivers with Sudac and the landlord of the Surrey Location;
- m) Any sale process was limited to selling assets only, as there was no business or enterprise value given the nature of the business, industry and the state of the construction contracts;
- n) As of the date of this document, the Trustee has only had gross realization of approximately \$37,000; and
- o) State is a party related to the Bankrupt.

Following the Trustee obtaining the Administrative Agreement, the Trustee commenced steps to develop and implement sale processes for the Vaughan Assets for Sale and the Surrey Assets for Sale.

The Vaughan Assets for Sale

For the Vaughan Assets for Sale, the following steps were taken:

- a) Prepared a list of equipment to be offered for sale;
- b) Prepared an Information Memorandum (the **“IM”**), which detailed the key terms and conditions of sale, as well as deadlines;
- c) Based on the parties that contacted the Trustee with an interest in purchasing certain of the Property located at the Vaughan Location and parties the Trustee had identified based its own prior

experience selling assets and contacts within the industry, a list of twenty-eight (28) parties (the “**Potential Bidders**”) was assembled. The Potential Bidders included six (6) companies in the same or similar industry, one (1) equipment dealer and reseller of the Emmegi CNC machines and twenty-one (21) liquidators;

- d) Following consultation with CRA on the process proposed, on December 1, 2023 the Trustee commenced distributing the IM to the Potential Bidders, with inspections and viewings commencing December 5, 2023;
- e) Due to the time of year (i.e. near the Christmas holidays) and given that it was only assets that were going to be offered for sale, a short marketing and due diligence process was established, which called for offers by 12 PM (Toronto Time) on December 22, 2023 (the “**Offer Deadline**”);
- f) Fifteen (15) interested parties proceeded with a site visit to the Vaughan Location and an inspection of the Vaughan Assets for Sale, all of which were facilitated by the Trustee;
- g) By the Offer Deadline, twelve (12) parties (the “**Bidders**”) had submitted formal offers. The Bidders included four (4) companies in the same or similar industry, one (1) equipment dealer and reseller of the Emmegi CNC machines and seven (7) liquidators. In total there were nineteen (19) offers, which were a combination of cash purchase offers (*en bloc* and piecemeal) and/or liquidation proposals that included a Net Minimum Guarantees (“**NMG**”).

A summary of and analysis of the cash purchase offers and liquidation proposals received was prepared by the Trustee (the “**Offer Analysis**”), with purpose of comparing the offers on an “apples to apples” basis. This meant adjusting the offers in the Offer Analysis to address/reflect the financial impact of conditions the Bidders had included in their offers, as well as attempting to estimate what could be realized under the NMG liquidation proposals. In this regard, the Trustee estimated the gross proceeds to be realized at auction under the liquidation proposals would be the values based primarily on the Appraisal Report and other information provided by Infinity (the “**Estimated Auction Value**”). The conditions that had a financial impact on the offers were as follows:

- a) Requiring the right to occupy the Vaughan Location on an occupancy cost free basis to conduct an auction and/or permit the removal of equipment for a period from twenty (20) to ninety (90) days;
- b) Including certain assets, namely scrap metal, which were not part of the Vaughan Assets for Sale, since the Trustee intended to realize upon same itself and separately from this sale process; and
- c) Requiring obtaining Court approval of the sale transaction in order to obtain an Approval and Vesting Order (“**AVO**”), to allow obtaining clear title to the Vaughan Assets for Sale.

Based on the Offer Analysis the cash purchase offer from State appeared to the Trustee to be the most favourable with the least amount of risk. There was a NMG liquidation offer from Workingman Capital Corp. (“**Workingman**”) which was potentially \$38,000 higher but it was riskier as that result relies on the auctioneer achieving the Estimated Auction Value, as well as providing an occupancy cost free period of only forty-five (45) days, when its liquidation proposal contemplated an occupancy cost free period between forty-five (45) and sixty (60) days. This differential in offers between State and Workingman was reduced to only approximately \$16,000, when State later increased its offer to address the additional cost of obtaining an AVO.

In comparison to the next highest *en bloc* cash purchase offers received, State’s revised offer exceeds such adjusted offer (i.e. adjusted for occupancy cost free period and scrap metal) from Workingman by approximately \$70,000, and that assumed that the occupancy cost free period would be only forty-five (45) days and not sixty (60) days.

The major factor that made State's offer financially better than virtually all of other offers/proposals, is that State is already paying the rent and other occupancy costs under the Occupation Agreement and therefore such costs are not borne by the Estate.

The gross offer from State is below the Estimated Auction Value. That being said, it should be noted that that one (1) of the CNC machines (the "**State Machine**") that forms part of the Vaughan Assets for Sale is a piece of equipment that State owned and had leased to the Bankrupt but never received any lease payments. The State Machine represents approximately fourteen (14%) percent of the Estimated Auction Value and notwithstanding that State has a security interest in such machine, it is being sold because CRA's deemed trust claim has priority over any secured claim right of State and RBC.

The Trustee acknowledges that some parties could argue that State should pay a premium for acquiring the assets in-place, as it will save the costs and hassles of relocating and setting up its business operations. However, the Trustee believes that this argument is not valid, for the following reasons:

- The Trustee has conducted a fair and transparent marketing process, and has invited all potential buyers to submit their best offers for the assets. The Trustee has not received any higher or better offers than State's offer, which indicates that the market value of the assets is reflected in State's offer;
- The Trustee faces a limited pool of buyers who are in the same or similar business as the Bankrupt and who are willing and able to assume the 92,600 square feet comprising the Vaughan Location; and
- Given the appraised value of the Vaughan Assets for Sale and the monthly occupancy costs, if the Trustee was to have to cover same, the benefits of proceeding to soliciting another "in-place" value offer, which would require a significantly longer sale process, would likely not outweigh the costs or the risk of losing the State offer.

Based on the above, the Trustee is of the view that the transaction with State for the Vaughan Assets for Sale is the best offer and should be completed for the following reasons:

- a) The solicitation of offers was sufficiently fulsome given the time of year, the time available to the Trustee since entering into the Administrative Agreement with CRA, and the value of the assets being offered for sale;
- b) State's offer provided for a higher net recovery than the other offers, with the liquidation offers requiring the Trustee to incur additional costs of occupation, etc.;
- c) State's offer is more certain than the liquidation offers, as it does not depend on the outcome of the sale of the assets in the open market, which could be affected by the state of the real estate and construction sector, the demand and supply of the assets, and the timing and location of the sale;
- d) there were multiple bids for the Vaughan Assets for Sale, both from parties within the industry and from reputable liquidators, all of which represents a commercially reasonable result in the circumstances; and
- e) CRA, as the holder of a deemed trust claim in first priority to these assets and who may suffer a shortfall, is supportive of the contemplated transaction.

The Surrey Assets for Sale

For the Surrey Assets for Sale, the Trustee sought to simply negotiate an offer with Sudac for the purchase of the assets because of:

- a) The limited value of the Surrey Assets for Sale as based upon the Appraisal Report;
- b) The potential costs (e.g. occupancy/storage & moving, selling, etc.) associated with dealing with the assets given they were located in Surrey, British Columbia; and
- c) The Trustee was not in occupation of the Surrey Location.

The Trustee negotiated an offer from Sudac for an amount that was slightly higher than the value stated in the Appraisal Report associated with the Surrey Assets for Sale.

Based on the above, the Trustee is of the view that the transaction negotiated with Sudac for the Surrey Assets for Sale is the best offer and should be completed for the following reasons:

- a) The appraisal of the Surrey Assets for Sale supports the commercial reasonableness of the purchase price; and
- b) CRA, as the holder of a deemed trust claim in first priority to these assets and who may suffer a shortfall, is supportive of the contemplated transaction.

Appendix “A”

Minutes of the First and Second Meeting of Inspector

District of ONTARIO
Division 9 - Toronto
Court No. 31-459641
Estate No. 31-459641

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

MINUTES OF THE FIRST INSPECTORS MEETING

These are the Minutes of the First Inspectors Meeting (the “**Meeting**”) in the matter of the bankruptcy of Integro Building Systems Inc. (“**Integro**”) held by telephone and convened on the 29th day of November 2023 at 1:30 PM (EST).

Present:

Matthew Lem
Barry Mutis

Representing

Trustee
Inspector

Meeting Called to Order

The Trustee advised that there was a quorum, and the Meeting was called to order.

Agenda

Prior to the Meeting, the Trustee outlined an agenda for the meeting, as reflected below:

1. Seeking the Inspector’s approval to disclaim the leases for the Waterdown, Vaughan and Surrey (BC) locations.

Disclaimer of Leases

The Trustee had prior to the meeting provided to the Inspector copies of the draft form of Notice of Disclaimer of Lease to be issued to the landlords of the Waterdown, Vaughan and Surrey (BC) locations, as well as copies of the draft form of Waiver being sought from the respective landlords and the proposed tenants for the Vaughan and Surrey (BC) locations in connection with the assets/property of Integro that would remain at the locations, pending the completion of a sale process and after the contemplated lease disclaimer notices had been issued.

After a discussion, and pursuant to Subsection 30(1)(k) of the *Bankruptcy and Insolvency Act* (Canada), the Inspector authorized the Trustee to issue the Notice of Disclaimer of Lease for the Waterdown location, and to issue the Notices of Disclaimer of Lease for the Vaughan and Surrey

(BC) locations, subject to the condition that the Trustee first obtain the signed Waivers from the respective landlords and proposed tenants for such locations.

Other/Termination of Meeting

There being no further business, the Meeting was terminated.


Dated at Toronto, Ontario this 29th day of November 2023.

MNP LTD.

Trustee of the estate of
Integro Building Systems Inc., a bankrupt

Per: 
Matthew Lem

Approved by:


Inspector – Barry Mutis

District of ONTARIO
Division 9 - Toronto
Court No. 31-459641
Estate No. 31-459641

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

MINUTES OF THE SECOND INSPECTOR'S MEETING

These are the Minutes of the Second Inspector's Meeting (the "**Meeting**") in the matter of the bankruptcy of Integro Building Systems Inc. ("**Integro**") held virtually Webex and convened on the 12th day of December 2023 at 1:30 PM (EST).

Present:

Matthew Lem
Barry Mutis

Representing

Trustee
Inspector

Meeting Called to Order

The Trustee advised that there was a quorum, and the Meeting was called to order.

Agenda

Prior to the Meeting, the Trustee outlined various agenda topics for the meeting, however the meeting was limited to the following:

1. Provide a brief update on the Trustee's activities and establishing a process for inspector approval of such activities;
2. Seeking the Inspector's affirmation of the Trustee's engagement of Cassels Brock & Blackwell ("**Cassels**") as its independent legal counsel;
3. Seeking the Inspector's authorization for the Trustee to sell the scrap metal;
4. Seeking the Inspector's authorization for the Trustee to sell inventory items, without further inspector approval; and
5. Discussion of a future inspector meeting and approvals required.

Brief Update on the Trustee's Activities

The Trustee provided a brief update on the following matters:

1. Canada Revenue Agencies' trust examination for the payroll and HST accounts scheduled for December 21, 2023;
2. The sale process commenced for the equipment located at 8811 Huntington Road, Vaughan, Ontario and the offer received for the equipment located in Surrey, BC;
3. The accounts receivables and collections status;
4. The process for draws for and the taxation of the professional fees of the Trustee and Cassels; and
5. The process for the approval of the Trustee's and its counsel's activities.

It was proposed by the Trustee and accepted by the Inspector that the Trustee would provide an email that would summarize by bullet points the activities sought to be approved by Inspector in advance of the meeting for approval.

Affirmation of Cassels

The Trustee briefly raised the issue of the Trustee's engagement of Cassels as its independent legal counsel.

After a brief discussion, the Inspector affirmed the Trustee's engagement of Cassels as its independent legal counsel.

Sale of Scrap Metal

The Trustee advised the Inspector that there is approximately \$25,000 to \$30,000 (realizable value) of scrap metal inventory and that the Trustee wishes to sell such scrap metal to Integro's existing scrap metal recycler.

After a brief discussion, the Inspector authorized the Trustee to sell the inventory of scrap metal to the scrap metal recycler.

Future Small Inventory Sales

The Trustee advised that it has been necessary for it to sell some small dollar amounts of inventory items (e.g. embeds, and gaskets) prior to this meeting to avoid there be delays being caused on project and damage claims asserted against to the estate. As detailed in the Interim

Statement of Receipts and Disbursements, as of November 23, 2023, previously provide to the Inspector, there has been 2 sales totaling \$6,332.52, exclusive of HST, completed and the Trustee authorized as sale of embeds this day in the mount of approximately \$3,000, exclusive of HST.

After a brief discussion, the Inspector authorized the Trustee to sell inventory items, without further inspector approval in respect any transaction not exceeding \$10,000, exclusive of HST, provided that the aggregate consideration for all such transactions does not exceed \$50,000, exclusive of HST, *nunc pro tunc*.

Future Inspector Meeting

The Trustee advised that it anticipates the need for a further Inspector meet within the next 3 days in order to obtain the Inspector's approval for the settlement of the SickKids project receivable, so that payment could be received before the end of 2023. The Trustee undertook to provide to the Inspector the calculation of the settlement of SickKids project receivable in advance of the meeting.

Termination of Meeting

There being no further business, the Meeting was terminated.

Dated at Toronto, Ontario this 13th day of December 2023.

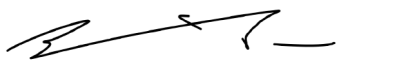
MNP LTD.

Trustee of the estate of
Integro Building Systems Inc., a Bankrupt
Per:



Matthew Lem

Approved by:



Inspector – Barry Mutis

Appendix “B”

List of Vaughan Assets for Sale

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
1	LOT	6-Level High Sections of Cantilever Storage Racking
2	1	2017 Combilift C10000 Multi Directional Forklift, 6,000lb Cap., s/n 35089
3	1	Genie GS-4047 Electric Scissor Lift
4	1	Skyjack SJIII 4626 DC Electric Scissor Lift
5	1	2018 Wood's Powr-Grip PT14FS10TAIR Pneumatic Glass Lifting Unit, 1,500lb Cap., s/n 20181219
6	1	2021 Kaeser AS30T Rotary Screw Air Compressor, 30HP, s/n 1077-8137132
7	1	2016 Kaeser AS30T Rotary Screw Air Compressor, 30HP, s/n 1009
8	1	The General Series Battery Charger
9	1	2016 Wood's Powr-Grip MRT411LD Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20161529
10	1	2017 Wood's Powr-Grip PC1104DC Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20171266
11	1	2022 Emmegi PRECISION TS2 TU/4 Twin-Head Cut-Off Saw, s/n C127892, Touch Screen Control, Dust Collector
12	1	2016 Emmegi SCA 550 Single Head, Upacting Blade Cut-Off Saw, s/n C119125 w/ PCL Automatic Length Measuring System & Conveyor System and Controls
13	1	2016 Emmegi SCA/E 650 Single Head, Upacting Blade Cut-Off Saw, s/n C119151 w/ PCL Automatic Length Measuring System & Conveyor System, Controls, Dust Collector
14	1	ACM Machinery VC45/18 Dual Miter Saw, s/n 230304 w/ Conveyor System, Tigerstop Sawgear Automatic Length Measuring System, Dust Collector
15	1	2019 Emmegi Satellite XT 5-Axis CNC Machining Center, CNC Touch Screen Control, Tool Changer, s/n C1227220
16	1	Emmegi Diamant 4-Axis CNC Machining Center, CNC Control, s/n D2002000/00

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
17	1	Emmegi Satellite XL 5-Axis CNC Machining Center, CNC Control, s/n 32002274/00 w/ Air Dryer
18	1	Dewalt Dual Grinder w/ Stand
19	1	Toyota 7FGCU45-BCS Propane Forklift, 8,850lb Cap., 199" Max Lift, 3-Stage Mast, Side Shift, Outdoor Tires, s/n 70884
20	1	Blue Giant BGS25-157 Electric Walkie Stacker, 2,500lb Cap., 157" Max Lift, s/n 3292100711
21	1	Unicarriers MJ1F4A45LV Propane Forklift, 9,500lb Cap., 187" Max Lift, 3-Stage Mast, Side Shift, Pneumatic Outdoor Tires, s/n J1F4-981589
22	1	Factory Cat GTX 30-C Ride-On Floor Cleaner, s/n 93997
23	1	Jet JWBS-14CS 14" Woodworking Bandsaw, s/n 8080912
24	1	2015 King Industrial KC-118FC Drill Press, s/n 550497
25	1	King Canada Belt/Disc Sander
26	1	King Industrial KC-10KX 10" Cabinet Table Saw
27	1	2014 King Industrial KC-122FC, Drill Press, 12-Speed, 22", s/n 555749
28	1	2022 King Industrial KC-122FC, Drill Press, 12-Speed, 22", s/n 588288
29	1	2021 Pressta Eisele Prisma 650 E Cut-Off Saw, s/n 9639
30	1	2013 Raymond 8410 Ride-On Electric Pallet Jack, 8,000lb Cap., s/n 841-13-16214
31	1	2017 Raymond 8410 Ride-On Electric Pallet Jack, 8,000lb Cap., s/n 841-17-36131
32	1	2016 Wood's Powr-Grip PT149AIRO Pneumatic Glass Lifting Unit, 1,500lb Cap., s/n 20161777
33	1	2017 Combilift C6000CB Compact Multi Directional Forklift, 6,000lb Cap., s/n 34607
34	1	2003 Combilift CL3006QLA45 Multi-Directional Forklift, 6,000lb Cap., s/n 7954

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
35	1	Tilt & Load Station (Unsued)
36	1	Pump Station w/ Application Gun, Jib, Assembly Table
37	1	Ridgid 10" Dual Bevel Sliding Miter Saw
38	1	Panel Saw
39	1	Gorbel Free Standing Crane System, Approx. 20'W x 4,000lb Cap. Bridge x 40'L Runway
40	1	Metermaster Pump Station w/ Application Gun, Jib, Assembly Table
41	1	Portable Gantry Crane System w/ Electric Hoist
42	1	2004 Wood's Powr-Grip MRPT89ACOS Pneumatic Glass Lifting Unit, 1,000lb Cap., s/n 20040255
43	1	2007 Wood's Powr-Grip MRPT1211LDCS Pneumatic Glass Lifting Unit, 2,000lb Cap., s/n 20071370
44	1	Sroka LWP-30 Electric Pallet Jack, 8,000lb Cap., 305cm Max Length, 633hrs, s/n 1G12G4
45	2	Graco Model AGP-S100 Silicone Machines, s/n's A00623, A00251
46	1	King Industrial Vertical Bandsaw
47	1	Wood's Powr-Grip Pneumatic Glass Lifting Unit, s/n N/A
48	1	Overhead Crane System, Approx. 20'W x 2,000lb Cap. Bridge x 90'L Runway
49	1	2017 Wood's Powr-Grip MRT Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20171526
50	LOT	Remaining Contents of Main Plant & Yard Areas Including: Warehouse Fans, Pallet Racking, Battery Chargers, Ladders, Power & Hand Tools, Toolboxes, Material Racks & Carts, Pallet Jacks, Workbenches, Roller Conveyor, Storage Cabinets, Glass Rack Dollies, Dump Bins, etc.
51	LOT	Plant - 4 laptops, 2 Zebra Printers, Fortinet switches and wireless access points.

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
52	LOT	Contents of Office Area Including: Office Cubicles, Chairs, File Cabinets, Desks, Boardroom Furniture (2), TV's (6), Reception Furniture, Lunchroom furniture, Kitchen appliances
53	1	2022 Dodge Ram 2500 Diesel (VIN: 3C6UR5CL5NG431020)
54	1	2006 Dodge Ram 1500 Crew Cab (VIN: 1D7HU18226S684135)
55	LOT	Server Room - Server rack/ThinkSystem SR630 V2 rack server/Fortinet gateway/Fortinet switches/UPS/Hikvision surveillance system
56	LOT	Meridian Phone System
57	LOT	IT Room Computer Equipment - Laptops (40)/A8 Tablets (11)/Dell Monitors (40)/ZT411 Zebra Printers (3),Fortinet Access Points 231F (10), 431F (2), 432F (5), cell phones (10)
58	LOT	Canon Copiers (C325i, C5540i, Pro MFP M283fdw, 1643IF, MF8280CW)
59	LOT	Site tools/equipment
60	1	GSSI Structure Scan Mini (Concrete ground penetrating radar)
61	LOT	5 racks of bolts/screws/hardware
62	1	Sea-Can Container
63	1	Trailer for pick-up truck

Appendix “C”

List of Surrey Assets for Sale

Estate of Integro Building Systems Inc.

**Equipment List
17848 65A Avenue, Surrey, BC**

Item	Qty	Description
1	LOT	Gorbel Crane Systems Model SS-99041, 1000 Lbs, s/n 5439091, Gorbel Crane Model SS-99047, 700 Lbs, s/n SS-99047, Gorbel Crane Model SS-99048, 4000 Lbs, s/n 543901 c/w Runways
2	1	Kito Corp Hoist Model ED48S, 0.8 HP, s/n 00038599
3	1	CM Hoist Model F, 1/2 HP, (2015) s/n NL5127WU
4	1	Anver Vacuum Lifter Model ED150M6-86-2/44, 1500 Lbs, (2011) s/n S0110012890
5	1	Woods Power Grip Vacuum Lifter Model PC1104DC, 700 Lbs, (2015) s/n 20151012
6	1	Kito Corp Hoist 1T Model ER2-010L, 1.2 HP, s/n 031583
7	1	Kito Corp Hoist 1T Model ER2-010L, 1.2 HP, s/n 032711
8	1	Anver Vacuum Lifter Model : ET150M6-86-2/44, 1500 Lbs, s/n 603271-1
9	1	Woods Power Grip Vacuum Lifter Model PC1104DC, 700 Lbs, (2015), s/n 2015738
10	1	Kito Corp Hoist 2T Model ER2-020L, 2.4 HP, s/n 00178728
11	1	Kito Corp Hoist 2T Model ER2-0205, 4.7 HP, s/n 259643
12	1	Kito Corp Hoist 2T Model ER2-0205, 4.7 HP, s/n 258568
13	1	Vestil Fixed Crane, 2000 Lbs
14	1	CM Hoist Model F, 1/2 HP, (2015) s/n NL1651WV
15	1	Fixed Crane System, 2000 Lbs Capacity
16	1	Unicarriers Model MJ1F4A40LV-LP Forklift, s/n JIF4-981604
17	1	Toyota Forklift Model 8FGCU30, s/n 13467
18	1	Raymond Powerjack, Model 8410, s/n 841-14-18020
19	1	Crown Powerjack, Model PE 4500-80, Series Type E, s/n 10102523
20	1	H&G Silicone Pump Machine, Metermaster, Model 437, Year 10/2010, s/n 779 c/w H&G Silicone Pump Machine, H&G Model Big Bear 437 (2011), s/n 796
21	1	H&G Silicone Pump Machine, HG, Model 427 AG300S, (1998)

Estate of Integro Building Systems Inc.

Equipment List
17848 65A Avenue, Surrey, BC

Item	Qty	Description
22	1	Genie Scissor Lift, Model GS-2632, s/n GS3212A-1 b858, Unit: 0580
23	1	Ingersoll Rand Compressor Model 2-2545E10-P, s/n CBV482836
24	1	Ingersoll Rand Compressor Twin Head, Dual Motor Drive (Inside): Tank, Model 2545E10V, s/n CBV570695
25	LOT	Appx (60) sections of Roller Conveyor
26	2	AGM Model JS-1 Pin Welders
27	3	Shrink Wrap Heat Guns c/w Propane Tank & 2 Wheel Dolly
28	1	Digital Platform Weigh Scale
29		Glass Prep Table on Casters
30	LOT	Bar Clamps & Clamp Table Jig
31	LOT	Blue Steel Curing Racks Located Outside
32	1	Safety Speed Mfg. Vertical Panel Saw
33	5	Bostitch Type Air Nailers
34	LOT	Microwave Ovens & (2) Refrigerators
35	LOT	(2) Two Door Storage Cabinets, 2 Door Flammable Storage Cabinet
36	LOT	All Remaining Equipment Listed on " Schedule C" listing supplied and not Noted Above or Included w/ the Photos Supplied

Appendix “I”

CANADA
Province of Ontario
Division No.: 09- Toronto
Court No: 31-459641
Estate No: 31-459641

**IN THE MATTER OF THE BANKRUPTCY OF
INTEGRO BUILDING SYSTEMS INC.
OF THE CITY OF VAUGHAN,
IN THE MUNICIPALITY OF YORK**

(ORDINARY ADMINISTRATION)

Minutes of the Second Meeting of Creditors

Date of Meeting: January 31, 2024
Time: 2:00 PM
Location: Virtual (Microsoft Teams)

Attendance: Attendance sheets attached to the Minutes as **Exhibit "A"**

CHAIRPERSON

Matthew Lem, LIT of MNP Ltd. (the "**Trustee**") acted as the Chairperson under the authority of Section 105 (1) of the *Bankruptcy and Insolvency Act* (the "**BIA**").

CALL TO ORDER

The Chairperson examined the proofs of claim filed in the bankruptcy estate of Integro Building Systems Inc. (the "**Company**" or the "**Bankrupt**") and the proxies in favour of the Trustee and determined that there was a quorum. The Chairperson declared the meeting legally constituted and called the meeting to order.

The Trustee advised the Meeting that pursuant to the authority of the BIA, he would be acting as Chairperson. The Chairperson introduced himself, his team, the Trustee's counsel.

The Chairperson reviewed the agenda and the purpose of the meeting, namely to:

1. Provide a brief verbal update on the Trustee's activities and the administration of the Bankrupt;
2. Appoint up to five (5) new inspectors following the resignations of all of the inspectors of the Estate;
3. Seek the creditors' comments, concerns and input concerning the proposed sales of the equipment and other property of the Bankrupt; and
4. Consider any other matters raised at the meeting.

Trustees' Update on the Administration of the Estate

The Chairperson provided a brief update on the administration of the estate, highlighting several key points, including:

- An administrative agreement with CRA was finalized on November 7, 2023, granting authority to deal with the estate's assets;
- Alex Wannan, former CFO of the Company had been retained by the Trustee for his expertise in financial matters and relationships with clients and creditors;
- An occupation agreement with State Window Corporation was entered into to address facility needs and manage rent obligations, costing approximately \$125,000 a month;
- Significant efforts were made to inventory and facilitate the removal of materials for ongoing projects, including 25 Ontario, Portland Commons, and 489 King;
- The handling of lien claims, supplier issues, and the management of receivables were addressed, with notable progress in negotiations with SickKids with an expected collection of approximately \$1.8 to \$2 million;
- A trust examination had commenced by CRA but had not yet been completed; and
- The Wage Earner Protection Program complications were resolved for over 100 former employees, and issues regarding unvested funds in a deferred profit-sharing plan were being navigated.

APPOINTMENT OF NEW INSPECTORS

The meeting addressed the need to appoint new inspectors due to previous resignations. The Chairperson explained the role and responsibilities of the inspector and that they act in a fiduciary capacity on behalf of all creditors. The Trustee advised the Meeting that Sabrina Missio from CRA had her name put forward to be an inspector. The Trustee then asked those in attendance whether.

The Chairperson then sought nomination from the persons in attendance if there was anyone else who wished to be added to the slate of inspectors; no additional names were put forward to be an inspector. Accordingly, the slate of inspectors to be nominated was Ms. Missio.

On the motion to appoint this slate of inspectors, Jesse Mighton on behalf of State Window Corporation moved the motion and using the proxy held by the Trustee for Brafasco, seconded the motion. All the creditors who were eligible to vote, present and voting at the Meeting, voted in favor of the slate of inspectors.

PROPOSED SALES OF ASSETS

The Chairperson advised the meeting that the Trustee was soliciting the creditors' comments, concerns and issues on the proposed sales, in order that such feedback could be provided to the inspector appointed and the Court in connection with approval of such sales, as applicable. The Chairperson then briefly reviewed the sales processes conducted and the reasons for the selection of the offers, as contained in the information provided in advance of the meeting. Following the review of the information, the Chairperson opened the Meeting for questions, comments or concerns with respect to

the proposed sales of assets located in Vaughan and Surrey, BC; there were no questions, concerns or issues raised by any persons in attendance at the Meeting.

ADDITIONAL ISSUES RAISED AND DIRECTIONS TO TRUSTEE

None

ADJOURNMENT

The Chairperson advised that there will be a separate meeting with the inspector appointed at this meeting, which will be held at a future date.

There being no further business, a motion to adjourn the meeting was carried.



Chairperson: Matthew Lem, CIRP, LIT

Attendance List

Meeting held on January 31, 2024

**In the Matter of the Bankruptcy of
Integro Building Systems**

Second Meeting of Creditors

Attendance List

Held on January 31, 2024

Sr. No	Participants	Company
1	Chahna Nathwani	MNP Ltd.
2	Matthew Lem	MNP Ltd., Trustee of the Estate
3	Dietrich, Jane	Cassels Brock & Blackwell LLP - Counsel of MNP LTD
4	Bryan Shane	Vitrum Industries Ltd.
5	Fred Worm	Former Employee
6	Rose Cirillo	Former Employee
7	Bob Thiede	Nth Degree Facades
8	Mike C. Stewart	Orbis Facade Inc.
9	Raza	Douglas Recruitment Inc.
10	Alex Wannan	Douglas Recruitment Inc.
11	Hal Emalfarb	Hi-Tech Machining & Maintenance Inc
12	Shiksha Puri	Keymark Corporation
13	Jesse Mighton	State Window Corporation
14	John C. Fiddick	Whitelaw BCA LLP
15	Mario JEANSON	Soprema Inc.
16	Andre de Lacerda	Idealogical Systems Inc.
17	Parth Jani	Former Employee
18	Rene Tagelaar	Canada Revenue Agency

Trustee held 2 proxies

Appendix “J”

District of ONTARIO
Division 9 - Toronto
Court No. 31-459641
Estate No. 31-459641

**In the Matter of the Bankruptcy of
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Province of Ontario
(Ordinary Administration)**

MINUTES OF THE THIRD INSPECTOR'S MEETING

These are the Minutes of the Third Inspector's Meeting (the "**Meeting**") in the matter of the bankruptcy of Integro Building Systems Inc. ("**Integro**") held by telephone and convened on the 2nd day of February 2024 at 11:00 AM (EST).

Present:

Matthew Lem
Sabrina Missio

Representing

Trustee
Inspector

Meeting Called to Order

The Trustee advised that there was a quorum, and the Meeting was called to order.

In advance of the meeting, the Trustee sent to the inspector the following:

1. Email detailing the basis for the Trustee's recommendation, together with:
 - a. Copies of all of the offers received by the Trustee for the equipment at the Vaughan premises;
 - b. A copy of the offer letter received by the Trustee for the equipment at the Surrey BC location;
 - c. A copy of the Trustee's analysis (spreadsheet) of the offers for the equipment at the Vaughan premises;
 - d. A copy of the Notice of Second Meeting of Creditors Package, which included commentary on the sale processes undertaken for both the equipment at the Vaughan premises and the Surrey, BC location, as well as other consideration relevant to the Trustee's offer acceptance recommendations;
 - e. A copy of the email string between the Trustee and the former inspector, Barry Mutis, from January 10 - 15, 2024, regarding the proposed sales and his resignation; and

- f. A copy of the SickKids project's net receivable reconciliation prepared by PCL Constructors Canada ("PCL").

Agenda

The Trustee outlined the following agenda topics for the meeting:

1. Briefly review the sale processes conducted by the Trustee, the outcomes, and recommendations, including the basis for same;
2. Seeking the Inspector's authorization and approval for the Trustee to enter into and complete a sale for various equipment at the Vaughan premises to State Window Corporation ("State"), subject to Court approval;
3. Seeking the Inspector's authorization and approval for the Trustee to enter into and complete a sale for various equipment in Surrey, BC to Sudac Consulting Inc. ("SCI");
4. Briefly review the proposed settlement of the receivable negotiated with PCL and other parties on the SickKids project;
5. Seeking the Inspector's authorization for and approval of the Trustee's settlement of the receivable due on the SickKids project; and
6. Discussion of a future inspector meeting and approvals required.

Sale to State

The Trustee briefly reviewed the analysis and logic to arrive at the recommendation to accept State's offer. After a brief discussion, the Inspector authorized and approved the proposed sale of equipment at the Vaughan premises to State, subject to Court approval of same.

Sale to SCI

The Trustee briefly reviewed the process undertaken by the Trustee and logic for the recommendation to accept SCI's negotiated offer. After a brief discussion, the Inspector authorized and approved the proposed sale of equipment at the Surrey BC location to SCI.

SickKids Project Receivable

The Trustee briefly discussed the costs/deductions made by PCL and review conducted by the Trustee of same, as well as the basis/explanation for such costs/deductions. After a brief discussion, the Inspector authorized and approved the proposed settlement of the receivable negotiated with PCL and other parties on the SickKids project.

Future Inspector Meeting

The Trustee advised that it anticipates the need for a further Inspector meet within the next week in order to obtain the Inspector's approval for a draw of professional fees (Trustee and its counsel), in advance of a Court attendance and the taxation of same fees. The Trustee advised that its still needed to have a discussion with Canada Revenue Agency concerning increasing its professional fees and those of its counsel due to the additional activities in the administration of

the estate and to affect the realizations, as compared to those originally estimated and shown in the Administrative Agreement

Termination of Meeting

There being no further business, the Meeting was terminated.

Dated at Toronto, Ontario this 2nd day of February 2024.

MNP LTD.

Trustee of the Estate of
Integro Building Systems Inc., a Bankrupt
Per:



Matthew Lem

Approved by:

Inspector – Sabrina Missio

the estate and to affect the realizations, as compared to those originally estimated and shown in the Administrative Agreement

Termination of Meeting

There being no further business, the Meeting was terminated.

Dated at Toronto, Ontario this 2nd day of February 2024.


MNP LTD.

Trustee of the Estate of
Integro Building Systems Inc., a Bankrupt
Per:



Matthew Lem

Approved by:



Inspector – Sabrina Missio

Appendix “K”

INFORMATION MEMORANDUM

Invitation for Offers – Estate of Integro Building Systems Inc.

December 1, 2023

MNP LTD.,
In its capacity as Trustee of Estate of
Integro Building Systems Inc., a Bankrupt
1 Adelaide Street East, Suite 1900
Toronto, ON M5C 2V9

MNP CONTACT: Matthew Lem
PHONE: 416.515.3882
EMAIL: matthew.lem@mnt.ca

TO: ALL POTENTIAL PROSPECTIVE PURCHASERS

RE: INVITATION FOR OFFERS – ESTATE OF INTEGRO BUILDING SYSTEMS INC.

On August 31, 2023, Integro Building Systems Inc. (the “**Bankrupt**”) made an assignment in bankruptcy and MNP Ltd. was appointed as Licensed Insolvency Trustee of the Bankrupt’s estate (the “**Trustee**”).

The Trustee is soliciting offers for the purchase and/or offers to liquidate the Trustee’s right, title and interest, if any, of the Bankrupt’s assets described in **Schedule “A”** attached hereto (collectively, the “**Equipment**”) located at 8811 Huntington Road, Vaughan, Ontario (the “**Premises**”).

Potential Bidders will be invited to submit an offer for the purchase of the Trustee’s right, title and interest, if any, in all or part of the Equipment.

Offers must be submitted in the prescribed form and must be received by the Trustee by no later than 12:00 PM (Toronto, Ontario time) on December 22, 2023.

Offers to purchase must be accompanied by a minimum deposit (certified cheque or bank draft) equal to fifteen (15%) percent of the purchase price offered.

To obtain additional information regarding this opportunity and to arrange a viewing of the Equipment, please contact Alex Wannan by telephone at (905) 464-5533.

Yours truly,

MNP LTD.,
in its capacity as Trustee of the Estate of
Integro Building Systems Inc., a Bankrupt

Per:



Matthew Lem, CIRP, LIT
Senior Vice President

INTRODUCTION AND DISCLAIMER

This Information Memorandum (“**IM**”) has been prepared from the Bankrupt’s available books and records and from other information (the “**Information**”) obtained by the Trustee in connection with the administration of the bankrupt estate. This IM is being provided to Potential Bidders for reference purposes only in connection with their conducting an evaluation of the Equipment and for the purpose of considering their interest in submitting an offer to purchase all or part of the Equipment. Furthermore, the provision of the IM to the recipients hereof and any Potential Bidders is subject to the understanding that:

1. The IM is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Trustee assumes no responsibility or liability for losses occasioned to any person or persons as a result of the circulation, publication, reproduction or use of this IM;
2. Potential Bidders shall conduct at their own expense and risk any and all investigations and due diligence on the Equipment and the Information contained in this IM or that may be provided during this Sales Process as the Potential Bidder shall determine is appropriate and/or necessary in its sole discretion;
3. The Trustee specifically notes that it has not independently verified or audited any of the Information contained herein or that may be provided during this Sales Process.
4. The Trustee makes no representations or warranties, expressed or implied, as to the description, condition, size, quantity, value, fitness for use of the Equipment;
5. The Trustee provides no representations or warranties as to the accuracy, completeness or reliability of the Information contained in the IM or may be provided during this Sales Process, and shall have no liability for any representations expressed or implied herein, or for any omissions from the IM, or for any other written or oral communications transmitted to or received by the recipient and /or any Potential Bidder in the course of their evaluation of the Equipment, pursuing or proceeding in any way with respect to the same, or in connection with their preparation and submission of any offer in connection therewith;

The Trustee is neither obligated to provide any additional information to Potential Bidders, nor obligated to update or correct any inaccuracies or errors that may be contained in the IM or any of the Information that may be provided to Potential Bidders. Furthermore, the Trustee reserves the right to take any action whether in or out of the ordinary course, which it deems necessary or prudent in its absolute discretion, in connection with this Sales Process.

All figures in these documents are in Canadian dollars unless otherwise specified.

SALE PROCESS TIMETABLE

The timetable for and list of key dates in this Sales Process are as follows:

EVENT	TIMING
Distribute Information Memorandum to those identified as potential purchasers	Commencing on December 1, 2023
Due diligence period – Equipment viewings on an appointment only basis	Commencing on December 5, 2023 to Offer Deadline
Deadline for submission of offers (the “ Offer Deadline ”)	12:00 PM Toronto time on December 22, 2023
Assessment of offers and identification of superior offer	Within five (5) Business Days of Offer Deadline
Execute and finalize a Purchase and Sale Agreement with the Successful Bidder	Within five (5) Business Days of acceptance of the Successful Offer
Closing of sale (the “ Closing Date ”)	Within three (3) Business Days of execution of the Purchase and Sale Agreement
Removal of Purchased Equipment	Within ten (10) Business days of the Closing Date

INSTRUCTIONS TO POTENTIAL BIDDERS

The Trustee hereby invites bids for the purchase of all or part of the Equipment.

The Trustee reserves the right to withdraw from this Sales Process and/or alter this Sales Process described above and timing thereof, at its sole discretion.

Any potential bidder that wishes to submit an offer to purchase all or part of the Equipment shall deliver to Trustee its offer in the prescribed form (attached hereto as **Schedule “B”**), together with the other offer requirements as set forth below, in a sealed envelope marked “INTEGRO BUILDING SYSTEMS INC. –SALES PROCESS”, by no later than 12:00 p.m. (Toronto Time) on the 22nd day of December 2023 (the “**Offer Deadline**”). All offers, must be delivered to the Trustee by the Offer Deadline at the following address:

MNP LTD.
1 Adelaide Street East, Suite 1900
Toronto, ON M5C 2V9

Attention: Matthew Lem

Any documentation or other material provided to Potential Bidders relating to the Equipment which is the subject matter of the Terms and Conditions of Sale, including without limitation all related Schedules, has been prepared solely for the convenience of potential bidders and is not warranted to be complete or accurate and is not part of the Terms and Conditions of Sale.

Any potential bidder who submits an offer (hereinafter now referred to as the “**Bidder**”) acknowledges and agrees to all of the terms and conditions as set-out in the IM and that it has had the opportunity to conduct its own due diligence and investigations in connection with the Equipment, as it shall determine is appropriate and necessary in its sole discretion, and that no representations, warranties, inducements or conditions expressed or implied, statutory or otherwise, have been given or made by the Trustee as to title, size, description, fitness for purpose, merchantability, quantity, quality, condition, or as to any other matter or thing whatsoever, except as expressly set forth in these Terms and Conditions of Sale and the Bidder shall be deemed to have relied solely on its own investigation and inspection of such matters.

The Equipment is being sold on an “as-is, where is” basis, without any representations, warranties or conditions made or granted in connection therewith.

Every offer submitted must be in the prescribed form attached as **SCHEDULE “B”** hereto. The Trustee reserves the right to reject any offer not provided in this format. All offers must be fully completed.

In addition to the offer form and the Deposit (as such term is later defined), each Bidder must also include:

- a) A representation of the Bidder and written evidence of available cash and/or a commitment for financing to evidence the Bidder’s ability to consummate the proposed transaction as the Trustee may reasonably request;

- b) A copy of a resolution or similar document demonstrating authority to make an irrevocable offer, and to execute the transaction contemplated by the offer for all or part of the Equipment;
- c) A disclosure of the identity of each entity that will be bidding for all or part of the Equipment or otherwise participating with such offer and the complete terms of any such participation, if applicable; and

All offers submitted to the Trustee before the Offer Deadline may be opened by the Trustee prior to the Offer Deadline.

In the event that some of the offers submitted are substantially on the same terms and/or amounts, or any other reason in the sole discretion of the Trustee, the Trustee, may in its sole discretion call upon one or more Bidders to submit further offers.

The Bidder who has submitted the successful offer (hereinafter now referred to as the “**Successful Bidder**”) shall be notified of such acceptance in writing and sent by the Trustee to the address set forth in the Successful Bidder’s offer, by way of: (a) facsimile; (b) email; or, (c) personal delivery. Such notice shall be considered delivered and received, if by facsimile or email, on the date transmitted by facsimile or email; and if personally delivered, on the day that it is personally delivered.

The Trustee shall determine whether any offers are “**Qualifying Offers**”. Qualifying Offers must, among other things, meet the following minimum criteria:

- d) the offer must be for a purchase price that the Trustee would accept (subject to such further negotiation as may take place in accordance with this sales process);
- e) the offer must be for all or part of the Equipment;
- f) the offer must be accompanied by a deposit cheque in the form of a certified cheque or bank draft payable to the Trustee in Trust which is equal to at least fifteen (15%) percent of the aggregate price payable under the offer;
- g) the offer must be irrevocable and open for acceptance for fifteen (15) Business Days following the Offer Deadline;
- h) the offer must not contain any contingency relating to due diligence or financing or any material conditions precedent to the offeror’s obligation to complete the transaction;
- i) the offer must contain written evidence satisfactory to the Trustee of the ability to consummate the transaction; and
- j) the offer must be on such terms and conditions as are typical for sales in the context of restructuring and insolvency proceedings.

The highest or any offer for all or part of the Equipment will not necessarily be accepted. An *en bloc* offer for the Equipment is preferable over a piecemeal offer for the Equipment.

These Instructions to Potential Bidders and the Terms and Conditions of Sale, as set out below, shall collectively constitute the terms of the binding purchase and sale agreement between the Successful Bidder and the Trustee.

Each Bidder shall, with its offer, deliver to the Trustee by the Offer Deadline, a minimum deposit by way of certified cheque or bank draft payable to the Trustee of fifteen percent (15%) of the total offer (inclusive of applicable Harmonized Sales Tax (“HST”)) (the “Deposit”). If an offer is accepted, the corresponding Deposit shall be applied to the Purchase Price on the completion of the transaction with the Successful Bidder. However, if an offer is accepted and the Bidder fails to complete the purchase of the Equipment in accordance with the terms of the agreement (otherwise than as a result of the default of the Trustee), the Trustee may (in addition to any other rights it may have) require that the Deposit and all other payments made by the Successful Bidder to the Trustee in connection with the Purchase Price shall be forfeited to the Trustee, as liquidated damages and not as a penalty. Without limiting the generality of the foregoing, in the event that the Successful Bidder defaults in the completion of the purchase and sale of the Equipment, the Equipment may be resold by the Trustee and the difference, if any, between the Purchase Price and the sale price to a subsequent Bidder, together with all charges and expenses regarding such purchase, less the Deposit and interest accrued thereon to the date of cancellation (if any) shall be paid by the Successful Bidder forthwith to the Trustee.

Any Deposit accompanying an offer that is not accepted by the Trustee, shall be returned to the Bidder, without interest, at the address given in its offer as soon as is reasonably possible after the Offer Deadline.

The Trustee, in participating in this Sales Process is acting solely in its capacity as Trustee of the Bankrupt and not in a personal or corporate capacity and shall have no personal or corporate liability of any kind whatsoever, including any personal or corporate liability to any Bidder whatsoever.

In consideration of the Trustee making available to any Bidder information regarding the Equipment and in consideration of the Trustee making available to Bidders the opportunity to inspect same, and by submitting an offer in response to this IM, each Bidder specifically acknowledges and agrees that its offer is irrevocable and cannot be withdrawn, varied, countermanded or retracted for a period of fifteen (15) Business Days following the Offer Deadline. Notwithstanding the acceptance of any other offer or any advice or communication by or between the Trustee and the Bidder, an offer is not rejected unless and until the Trustee has returned, and the Bidder is in receipt of, its Deposit that accompanied the offer.

All inquiries relating to this opportunity and this Sales Process should be directed to the designated representative of the Trustee noted below:

MNP LTD.
1 Adelaide Street East, Suite 1900
Toronto, ON M5C 2V9

Attention: Matthew Lem

Phone: 416.515.3882
Email: matthew.lem@mnp.ca

TERMS AND CONDITIONS OF SALE

By submitting its offer, each Bidder specifically agrees that the hereinafter described Terms and Conditions of Sale are specifically incorporated into its offer and any subsequent purchase and sale agreement (the “**Purchase and Sale Agreement**”) that may be entered into between the Successful Bidder and the Trustee in order to complete the purchase of all or part of the Equipment (the “**Purchased Equipment**”). The terms shall include without limitation:

- i. the sale of the Purchased Equipment is on an “as is, where is” basis, as they shall exist, in the quantum and wherever located on the Closing Date (as such term is later defined);
- ii. the Purchased Equipment is being sold with no warranties or representations, expressed or implied, as to description, merchantable condition, title, fitness for purpose, or quantities.
- iii. the Purchased Equipment shall be removed from the Premises within ten (10) business days of the Closing Date, solely at the Successful Bidder’s cost and expense;
- iv. the Successful Bidder shall be responsible for any and all repairs resulting from damage caused to the Premises in its removal of the Purchased Equipment, and shall indemnify the Trustee on terms acceptable to the Trustee in connection therewith; and
- v. the Successful Bidder shall leave the Premises in a broom swept condition following its removal of the Purchased Equipment.

At or prior to the Closing Date of Purchase, the Trustee shall execute and deliver (or cause to be executed and delivered) to the Successful Bidder’s solicitors under appropriate trust and / or escrow conditions all documents (including the agreed upon Purchase and Sale Agreement to be drafted by the Trustee and its legal counsel) as may reasonably be necessary to transfer the Trustee’s right title and interest, if any, in and to the Purchased Equipment to the Successful Bidder, or its nominee, in exchange for the purchase price (the “**Purchase Price**”) set-out in the Successful Offer. Any such documents shall be in such form and shall be of such content as required by the Trustee (acting reasonably) and shall not contain any covenant or representation by the Trustee.

The finalization and execution of a Purchase and Sale Agreement shall take place on or before five (5) Business Days following the Trustee’s notification to the Successful Bidder of the Trustee’s acceptance of the Successful Offer.

The completion of the purchase and sale shall take place on or before three (3) Business Days following the execution of the Purchase and Sale Agreement (the “**Closing Date**”).

The balance of the Purchase Price together with all applicable taxes shall be paid to the Trustee by cash, certified cheque, bank draft, solicitor trust cheque or money order in Canadian Dollars (“**CAD**”), on the Closing Date. Possession of the Purchased Equipment will not be granted until the balance of the Purchase Price has been paid in full.

Notwithstanding anything herein contained, the Purchased Equipment shall remain in the possession of and be at the risk of the Trustee until the Closing Date.

The validity and interpretation of these Terms and Conditions of Sale and of each provision and part thereof and of any Purchase and Sale Agreement entered into shall be governed by the laws of the Province of Ontario and applicable laws of Canada and the Ontario Superior Court of Justice (Commercial List) shall have exclusive jurisdiction over and with respect to any disputes arising out of the Terms and Conditions of Sale or any Purchase and Sale Agreement entered into pursuant to the Terms and Conditions of Sale and the Successful Bidder.

All Terms and Conditions of Sale as set-out herein are inserted for the benefit of the Trustee only and may be waived by the Trustee in whole or in part at any time.

Time shall be of the essence for the finalization and execution of any Purchase and Sale Agreement arising upon acceptance of the Successful Bidder.

The Purchase and Sale Agreement to be entered into pursuant to these Terms and Conditions of Sale shall enure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

The Terms and Conditions contained in the offer of the Successful Bidder shall not merge on the completion of the Purchase and Sale provided for herein but shall remain in full force and effect.

The Successful Bidder shall pay, on the Closing Date, in addition to the Purchase Price: (a) HST, if applicable; (b) All applicable federal and provincial taxes and duties; (c) Costs, if any, incurred by the Trustee in providing information, accounting and/or documentation to the Successful Bidder relating to the Purchased Equipment subsequent to the acceptance of the offer and prior to the Closing Date. If the costs referred to above cannot be determined on or before Closing Date, the Trustee shall have the sole and absolute discretion to defer the closing until such time as these costs can be determined. The determination of such costs rests solely with the Trustee and determination of such costs by the Trustee will be conclusive and binding on the Successful Bidder.

The Successful Bidder shall assume at its sole cost and expense, complete responsibility for compliance with all laws, municipal, provincial or federal, insofar as the same apply to the Purchased Equipment and the use thereof by the Successful Bidder.

Any term or condition contained in the Successful Bidder's offer or any agreement arising therefrom, which term or condition is for the sole benefit of the Trustee, may be waived by the Trustee, in whole or in part, and the Successful Bidder shall be bound by any such waiver.

SCHEDULE "A"

EQUIPMENT LIST

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
1	LOT	6-Level High Sections of Cantilever Storage Racking
2	1	2017 Combilift C10000 Multi Directional Forklift, 6,000lb Cap., s/n 35089
3	1	Genie GS-4047 Electric Scissor Lift
4	1	Skyjack SJIII 4626 DC Electric Scissor Lift
5	1	2018 Wood's Powr-Grip PT14FS10TAIR Pneumatic Glass Lifting Unit, 1,500lb Cap., s/n 20181219
6	1	2021 Kaeser AS30T Rotary Screw Air Compressor, 30HP, s/n 1077-8137132
7	1	2016 Kaeser AS30T Rotary Screw Air Compressor, 30HP, s/n 1009
8	1	The General Series Battery Charger
9	1	2016 Wood's Powr-Grip MRT411LD Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20161529
10	1	2017 Wood's Powr-Grip PC1104DC Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20171266
11	1	2022 Emmegi PRECISION TS2 TU/4 Twin-Head Cut-Off Saw, s/n C127892, Touch Screen Control, Dust Collector
12	1	2016 Emmegi SCA 550 Single Head, Upacting Blade Cut-Off Saw, s/n C119125 w/ PCL Automatic Length Measuring System & Conveyor System and Controls
13	1	2016 Emmegi SCA/E 650 Single Head, Upacting Blade Cut-Off Saw, s/n C119151 w/ PCL Automatic Length Measuring System & Conveyor System, Controls, Dust Collector
14	1	ACM Machinery VC45/18 Dual Miter Saw, s/n 230304 w/ Conveyor System, Tigerstop Sawgear Automatic Length Measuring System, Dust Collector
15	1	2019 Emmegi Satellite XT 5-Axis CNC Machining Center, CNC Touch Screen Control, Tool Changer, s/n C1227220
16	1	Emmegi Diamant 4-Axis CNC Machining Center, CNC Control, s/n D2002000/00

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
17	1	Emmegi Satellite XL 5-Axis CNC Machining Center, CNC Control, s/n 32002274/00 w/ Air Dryer
18	1	Dewalt Dual Grinder w/ Stand
19	1	Toyota 7FGCU45-BCS Propane Forklift, 8,850lb Cap., 199" Max Lift, 3-Stage Mast, Side Shift, Outdoor Tires, s/n 70884
20	1	Blue Giant BGS25-157 Electric Walkie Stacker, 2,500lb Cap., 157" Max Lift, s/n 3292100711
21	1	Unicarriers MJ1F4A45LV Propane Forklift, 9,500lb Cap., 187" Max Lift, 3-Stage Mast, Side Shift, Pneumatic Outdoor Tires, s/n J1F4-981589
22	1	Factory Cat GTX 30-C Ride-On Floor Cleaner, s/n 93997
23	1	Jet JWBS-14CS 14" Woodworking Bandsaw, s/n 8080912
24	1	2015 King Industrial KC-118FC Drill Press, s/n 550497
25	1	King Canada Belt/Disc Sander
26	1	King Industrial KC-10KX 10" Cabinet Table Saw
27	1	2014 King Industrial KC-122FC, Drill Press, 12-Speed, 22", s/n 555749
28	1	2022 King Industrial KC-122FC, Drill Press, 12-Speed, 22", s/n 588288
29	1	2021 Pressta Eisele Prisma 650 E Cut-Off Saw, s/n 9639
30	1	2013 Raymond 8410 Ride-On Electric Pallet Jack, 8,000lb Cap., s/n 841-13-16214
31	1	2017 Raymond 8410 Ride-On Electric Pallet Jack, 8,000lb Cap., s/n 841-17-36131
32	1	2016 Wood's Powr-Grip PT149AIRO Pneumatic Glass Lifting Unit, 1,500lb Cap., s/n 20161777
33	1	2017 Combilift C6000CB Compact Multi Directional Forklift, 6,000lb Cap., s/n 34607
34	1	2003 Combilift CL3006QLA45 Multi-Directional Forklift, 6,000lb Cap., s/n 7954

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
35	1	Tilt & Load Station
36	1	Pump Station w/ Application Gun, Jib, Assembly Table
37	1	Ridgid 10" Dual Bevel Sliding Miter Saw
38	1	Panel Saw
39	1	Gorbel Free Standing Crane System, Approx. 20'W x 4,000lb Cap. Bridge x 40'L Runway
40	1	Metermaster Pump Station w/ Application Gun, Jib, Assembly Table
41	1	Portable Gantry Crane System w/ Electric Hoist
42	1	2004 Wood's Powr-Grip MRPT89ACOS Pneumatic Glass Lifting Unit, 1,000lb Cap., s/n 20040255
43	1	2007 Wood's Powr-Grip MRPT1211LDCS Pneumatic Glass Lifting Unit, 2,000lb Cap., s/n 20071370
44	1	Sroka LWP-30 Electric Pallet Jack, 8,000lb Cap., 305cm Max Length, 633hrs, s/n 1G12G4
45	2	Graco Model AGP-S100 Silicone Machines, s/n's A00623, A00251
46	1	King Industrial Vertical Bandsaw
47	1	Wood's Powr-Grip Pneumatic Glass Lifting Unit, s/n N/A
48	1	Overhead Crane System, Approx. 20'W x 2,000lb Cap. Bridge x 90'L Runway
49	1	2017 Wood's Powr-Grip MRT Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20171526
50	LOT	Remaining Contents of Main Plant & Yard Areas Including: Warehouse Fans, Pallet Racking, Battery Chargers, Ladders, Power & Hand Tools, Toolboxes, Material Racks & Carts, Pallet Jacks, Workbenches, Roller Conveyor, Storage Cabinets, Glass Rack Dollies, Dump Bins, etc.
51	LOT	Plant - 4 laptops, 2 Zebra Printers, Fortinet switches and wireless access points.

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
52	LOT	Contents of Office Area Including: Office Cubicles, Chairs, File Cabinets, Desks, Boardroom Furniture (2), TV's (6), Reception Furniture, Lunchroom furniture, Kitchen appliances
53	1	2022 Dodge Ram 2500 Diesel (VIN: 3C6UR5CL5NG431020)
54	1	2006 Dodge Ram 1500 Crew Cab (VIN: 1D7HU18226S684135)
55	LOT	Server Room - Server rack/ThinkSystem SR630 V2 rack server/Fortinet gateway/Fortinet switches/UPS/Hikvision surveillance system
56	LOT	Meridian Phone System
57	LOT	IT Room Computer Equipment - Laptops (40)/A8 Tablets (11)/Dell Monitors (40)/ZT411 Zebra Printers (3), Fortinet Access Points 231F (10), 431F (2), 432F (5)
58	LOT	Canon Copiers (C325i, C5540i, Pro MFP M283fdw, 1643IF, MF8280CW)
59	LOT	Site tools/equipment
60	1	GSSI Structure Scan Mini (Concrete ground penetrating radar)
61	LOT	5 racks of bolts/screws/hardware

SCHEDULE "B"

OFFER FORM

TO: MNP LTD.
Trustee of the Estate of
Integro Building Systems Inc.
1 Adelaide Street East, Suite 1900
Toronto, ON M5C 2V9
Attention: Matthew Lem

CONTACT INFORMATION

Name of the Bidder:

Address of Bidder:

Fax Number: _____

Phone Number: _____

Email: _____

On the basis of the Instructions to Potential Bidders and the Terms and Conditions of Sale as set forth in the Information Memorandum dated December 1, 2023, as amended, prepared for this Sales Process, the Bidder hereby offers to purchase the assets (the "**Purchased Equipment**") as noted below.

OFFER

The offer being submitted shall be for the Purchased Equipment on an "as is, where is" basis, as they shall exist, in the quantum and wherever located on the Closing Date.

The Bidder hereby offers the following amount for the Purchased Equipment *en bloc*: CAD \$
_____ **plus HST.**

Initials:



-OR-

The Bidder hereby offers the following amount for the Purchased Equipment on a piecemeal basis, as detailed in the attached (the attached list must include the Equipment item number, Equipment description and the offer amount for each item): CAD \$ _____ plus HST.

The amount of the offer is exclusive of and subject to all federal and provincial taxes which shall be payable by the Purchaser, where applicable, on the purchase of the Purchased Equipment.

DEPOSIT

Enclosed is the Bidder’s certified cheque or bank draft payable to “MNP Ltd., in trust” in the amount of (minimum deposit amount is fifteen percent (15%)): CAD \$ _____ representing _____% of the offer amount, inclusive of HST.

ACCEPTANCE OF TERMS

The undersigned agrees that this offer is being made subject to the Instructions to Potential Bidders and the Terms and Conditions of Sale as set forth in the Information Memorandum dated December 1, 2023, as amended, and any subsequent Purchase and Sale Agreement.

DATED AT _____ this _____ day of _____, 2023.
(City or Town) (day) (month)

Name of Bidder, if a corporation (Print)
Per:

Name of Bidder, if an individual (Print)

-OR-

(Signature of Bidder)
Name:
Title:
I have the authority to bind the corporation.

(Signature of Bidder)

(Signature of Witness)
Name of Witness (Print):

OFFER SUBMISSION CHECKLIST:

- Completed Form of Offer;
- Certified cheque or bank draft for deposit (minimum 15% of bid offer amount, inclusive of HST);
- Documentary evidence of available cash and/or a commitment for financing to evidence the Bidder's ability to consummate the proposed transaction;
- A copy of a resolution or similar document evidencing authority to make an irrevocable offer, and to execute the transaction contemplated by the offer;
- Details of the identity of each entity that will be bidding for the Equipment or otherwise participating with your submission of an offer and the complete terms of any such participation, if applicable;
- All of the above items enclosed in a sealed envelope marked:

"INTEGRO BUILDING SYSTEMS INC. – SALES PROCESS"
- Delivered sealed envelope to MNP Ltd. by **12:00 PM (Toronto Time)** on the **22nd day of December 2023** at the following address:

**MNP LTD.
1 Adelaide Street East, Suite 1900
Toronto, ON M5C 2V9**

RECEIPT OF DELIVERY

Received by: _____ Date: _____ Time: _____
(Signature)
Name:

Appendix “L”

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated as of January 24, 2024.

BETWEEN:

MNP LTD. ("MNP"), in its capacity as the licensed insolvency trustee (the "**Trustee**") of the bankrupt estate of Integro Building Systems Inc. (the "**Debtor**") and not in its personal or corporate capacity

- and -

STATE WINDOW CORPORATION a corporation duly incorporated under the laws of Ontario (the "**Purchaser**")

WHEREAS:

- A. On August 31, 2023, the Debtor made an assignment in bankruptcy under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") and MNP was appointed as Trustee of the Debtor (in such capacity, the "**Vendor**");
- B. On November 7, 2023, the Canada Revenue Agency ("**CRA**"), in response to an Administrative Agreement Request Letter dated October 16, 2023, consented to the Trustee (as defined herein) claiming its reasonable fees and costs out of the net proceeds of realization from the administration of the estate of the Debtor in priority to the payment of amounts otherwise payable to the CRA pursuant to a deemed trust claim under s. 227(4) of the *Income Tax Act*, RSC 1985, c 1 (the "**Income Tax Act**"); and
- C. the Vendor has determined that it is in the best interests of the creditors and stakeholders of the Debtor to sell to the Purchaser, and the Purchaser desires to purchase from the Vendor, the Property (as defined herein), subject to the terms and conditions set forth herein and subject to approval of the Court.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party to the other, the Parties covenant and agree as follows:

1. Definitions

In this Agreement, including the Schedules attached hereto, the words, phrases and expressions defined in this paragraph 1 shall have the meanings hereinafter set forth:

- (a) "**Agreement**" means this Agreement formed upon acceptance by the Vendor, as the same may be amended from time to time in accordance with the terms hereof and the expressions "herein", "hereof", "hereto" "above", "below" and similar expressions used in any paragraph, sub-paragraph, section or article of this Agreement refer and relate to the whole of this agreement and not to that

paragraph, sub-paragraph, section or article only, unless otherwise expressly provided;

- (b) "**Approval and Vesting Order**" means an approval and vesting order of the Court in form and in substance satisfactory to the Vendor and the Purchaser, each acting reasonably, approving this Agreement and vesting in and to the Purchaser the Vendor's interest in the Property, if any, free and clear of and from any and all Encumbrances other than Permitted Encumbrances;
- (c) "**Assignment**" means the Debtor's assignment in bankruptcy under section 49 of the BIA on August 30, 2023, which was accepted by the Office of the Superintendent of Bankruptcy Canada on August 31, 2023, pursuant to which the Vendor was appointed as Trustee of the bankrupt estate of the Debtor (estate number 31-459641) by the official receiver for the bankruptcy district of Ontario;
- (d) "**Authority**" means any government authority, body, agency or department, whether federal, provincial or municipal (and including any board of fire underwriters), having or claiming jurisdiction over the Property;
- (e) "**BIA**" has the meaning ascribed thereto in the Recitals;
- (f) "**Business Day**" means any day other than a Saturday, Sunday, statutory, civic or bank holiday in the City of Toronto;
- (g) "**Purchase Price Balance Payment**" has the meaning ascribed thereto in Section 3 hereof;
- (h) "**Closing**" or "**Closing Date**" has the meaning ascribed thereto in Section 16 hereof;
- (i) "**Contracts**" means all existing contracts and agreements with third parties with respect to (without limiting the generality of the foregoing) the ownership, development, maintenance, repair, operation, cleaning, security, fire protection, servicing and any other aspect of the Property entered into by the Debtor or any previous owner of the Property;
- (j) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (k) "**Debtor**" means Integro Building Systems Inc.;
- (l) "**Deposit**" means the amount of \$ [REDACTED] which amount has been paid by the Purchaser to the Vendor.
- (m) "**Encumbrance**" means all liens (statutory or otherwise), charges, security interests, hypothecs, pledges, leases, offers to lease, rights of occupation, title retention agreements or arrangements, reservations of ownership, rights-of-way, easements, servitudes, mortgages, restrictions on transfer or dealings, restrictions on use, development or similar agreements, title defects, work orders, options,

adverse claims, encroachments, prior claims, assignments, liabilities (direct, indirect, absolute or contingent), obligations, trusts or deemed trusts (whether contractual, statutory or otherwise arising), judgments, writs of seizure or execution, legal notations, notices of sale, contractual rights, rights of first refusal, or any other right or interest of any nature or any other financial or monetary claims or any other arrangement or condition whether or not registered, published or filed, statutory or otherwise, secured or unsecured, or other encumbrances of any kind or character whatsoever, including, without limiting the generality of the foregoing;

- (n) "**ETA**" means the *Excise Tax Act* R.S.C., 1985, c. E-15;
- (o) "**Governmental Authority**" means any domestic, foreign or multinational (i) federal, provincial, state, territorial, regional, municipal, local or other government, (ii) governmental or quasi governmental authority of any nature, including any governmental ministry, agency, branch, department, court, commission, board, tribunal, bureau or instrumentality, or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature;
- (p) "**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA;
- (q) "**Income Tax Act**" has the meaning ascribed thereto in the Recitals;
- (r) "**Laws**" means all applicable federal, provincial, state, regional, territorial, municipal or local laws, statutes, treaties, codes or ordinances, whether domestic or foreign, of any Governmental Authority, including applicable regulations and orders;
- (s) "**Order Outside Date**" means February 23, 2024;
- (t) "**Permitted Encumbrances**" means those rights of way, restrictive covenants, caveats, notices and Encumbrances set out in Schedule "B" hereto;
- (u) "**Property**" means certain equipment and assets of the Debtor as set-out in Schedule "A" hereto;
- (v) "**Purchase Price**" has the meaning ascribed thereto in Section 3 hereof;
- (w) "**Purchaser**" has the meaning ascribed thereto in the Recitals;
- (x) "**Trustee**" means MNP, in its capacity as licensed insolvency trustee of the Debtor pursuant to the BIA;
- (y) "**Vendor**" has the meaning ascribed thereto in the Recitals;

2. Currency

All references in this Agreement to "dollars" or to "\$" are expressed in Canadian currency unless otherwise specifically indicated.

3. Purchase and Sale

Subject to the terms and conditions of this Agreement and the approval of the Court, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, effective as of 12:01 a.m. on the Closing Date, on an 'as is, where is' basis, any and all right title and interest of the Vendor in and to the Property.

4. Deposit

The Parties acknowledge and confirm that the Purchaser has paid the Deposit to the Vendor, and the Deposit is being held in trust pending the completion of the transaction set out herein.

5. Purchase Price

The purchase price for the Property is the aggregate of \$ [REDACTED] plus all applicable HST (the "**Purchase Price**").

The Purchase Price shall be made payable to and be deposited in the trust account of the Trustee, to be paid by (i) the application of the Deposit to the Purchase Price by the Vendor, and (ii) delivery to the Vendor by wire transfer of an amount sufficient to satisfy the balance of the Purchase Price (the "**Purchase Price Balance Payment**"). Except as expressly provided for herein, the Purchase Price shall not be subject to deduction, set-off, abatement or any variation thereof.

6. Vendors' and Purchaser' Condition

The Vendor and Purchaser's obligation to complete the transaction contemplated herein is subject to the condition that the Court grant the Approval and Vesting Order on or before the Order Outside Date, in a form satisfactory to the Purchaser and the Vendor. The foregoing condition is for the sole benefit of the Purchaser and Vendor and may only be waived by the Purchaser and Vendor at any time prior to Closing. If the foregoing condition is not satisfied or waived by the Closing Date, this Agreement shall become null and void and the Purchaser shall be entitled to the return of the Deposit, without interest, on a timely basis.

7. Vendor's Consent to Release of Information

The Vendor consents to the Purchaser making applications at the Purchaser's sole expense for all requisite clearances, searches and enquiries to any Authority in respect of the Property and the Vendor shall provide, at the request of the Purchaser, such reasonable written authorizations directed to Governmental Authorities authorizing release of information on file. However, such consent shall not include the right on the part of the Purchaser to ask any Authority to inspect the Property.

8. "As Is, Where Is" Condition

The Purchaser hereby acknowledges and agrees as follows:

- (a) the Property shall be sold and delivered to the Purchaser on an "as is, where is" basis; and
- (b) without limiting the generality of the foregoing, other than the representations and warranties expressly contained herein and any certificate or documentation delivered in connection with this Agreement, the Purchaser acknowledges and agrees that: (i) no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality, and that any and all conditions and warranties expressed or implied by the *Sale of Goods Act* (Ontario) or other Laws do not apply to the transactions contemplated herein and are hereby waived by the Purchaser; and (ii) the Trustee has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the transaction contemplated hereby, including with respect to the Property. The disclaimer in this paragraph 8 is made notwithstanding the delivery or disclosure to the Purchaser or its directors, officers, employees, agents or representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement). Without limiting the generality of the foregoing and unless and solely to the extent expressly set forth in this Agreement or in any documents required to be delivered pursuant to this Agreement, any and all conditions, warranties or representations, expressed or implied, pursuant to applicable law do not apply hereto and are hereby expressly waived by the Purchaser.

9. Property

The Purchaser acknowledges that the Property is to be taken on an "as is, where is" basis, solely at the risk of the Purchaser, without representation or warranty of any kind from the Vendor as to right, title, availability, the state of repair of any such Property and where such Property will be situate at the time of Closing.

10. No Representations or Warranties

The Purchaser acknowledges and agrees that any materials or documentation provided by or on behalf of the Vendor under the Agreement have been done so merely as a courtesy and shall be without representation or warranty by the Vendor as to the completeness, accuracy or currency thereof or any other matter or thing whatsoever.

11. Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor that, as at the date of acceptance hereof and as at the Closing Date:

- (a) The Purchaser is a corporation incorporated and subsisting under the laws of Ontario and has the full right, power, authority and capacity to enter into this Agreement and to complete the transaction contemplated hereunder;
- (b) This Agreement and each of the other agreements, documents and instruments to be executed and delivered by the Purchaser on or before the Closing have been or will be duly executed and delivered by, and constitute valid and binding obligations of the Purchaser;
- (c) The Purchaser has the corporate power and authority to execute and deliver this Agreement and the other documents and instruments contemplated herein or therein to which it is or will be a party and to perform its obligations hereunder or thereunder. The execution, delivery and performance of this Agreement and the documents contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by the Purchaser; and
- (d) The Purchaser is not a non-resident of Canada under the *Income Tax Act* (Canada).

12. Vendor's Representation and Warranties

The Vendor represents and warrants to the Purchaser that, as at the date of acceptance hereof and as at the Closing Date:

- (a) The Vendor will have, after obtaining the Approval and Vesting Order, all necessary authority to execute and deliver this Agreement and all other documents and instruments contemplated herein or therein to which it is or will be party and to perform its obligations hereunder and thereunder;
- (b) This Agreement, and each of the other agreements, documents and instruments to be executed by the Vendor on or before the Closing, have been or will be duly executed and delivered by the Vendor, and, subject to obtaining the Approval and Vesting Order, constitute the valid and binding obligations of the Vendor; and
- (c) The Vendor is not a non-resident of Canada under the *Income Tax Act* (Canada).

13. HST

- (a) HST: The Purchaser represents that it is registered for the purposes of Harmonized Sales Tax ("HST"), having a registration number: 859243867 RT0001.
- (b) The parties agree that in addition to the Purchase Price, the Purchaser will pay to the Vendor at Closing, all applicable HST pursuant to the ETA payable in connection with the transactions set out in this Agreement.

14. Notice

Where this Agreement requires notice to be delivered by one party to the other, such notice shall be given in writing and delivered by prepaid registered post, or by telephonic printed facsimile transmission or by written electronic communication (including in PDF format) by the party wishing to give such notice, or by the solicitor acting for such party, to the other party or to the solicitor acting for the other party at the addresses noted below. Such notice shall be deemed to have been given, in the case of personal delivery, on the date of delivery, or where given on a Business Day by written electronic communication on the date of transmission or electronic communication. It is understood that in the event of a threatened or actual postal disruption in the postal service in the postal area through which such notice must be sent, notice must be given, on a Business Day, personally as aforesaid or by means of written electronic communication in which case notice shall be deemed to have been given on the date of transmission thereof.

Purchaser: State Window Corporation
22 Hunter's Valley Road,
Vaughan, ON L4H 3V9

Attention: Nikki Carvalho
Telephone: (905) 303-4471
Email: ncarvalho@statecorp.com

with a copy to: Bennett Jones LLP
3400-100 King Street W,
Toronto, ON M5x1A4

Attention: Jesse Mighton
Telephone: (416) 777-6255
Email: mightonj@bennettjones.com

To the Vendor: MNP Ltd.
Suite 1900, 1 Adelaide Street East
Toronto ON MSC 2V9

Attention: Matthew Lem
Telephone: (416) 515-3882
Email: matthew.lem@mnp.ca

with a copy to: Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre, North Tower
40 Temperance Street
Toronto ON M5H 0B4

Attention: Jane Dietrich

Telephone: (416) 860-5223
Email: jdietrich@cassels.com

15. No Personal Liability

The obligations of MNP under this Agreement and the Schedules thereto are solely in its capacity as Trustee of the Debtor's estate, and under no circumstances shall MNP have any personal liability under or in connection therewith or herewith.

16. Closing of the Transaction

This transaction shall be completed no later than three (3) days following the granting of the Approval and Vesting Order (the "**Closing**" or "**Closing Date**") except as may be extended herein. On Closing, the Vendor shall deliver to the Purchaser's solicitor, on trust conditions for similar transactions in the City of Toronto, Ontario, the following:

- (a) Approval and Vesting Order: A certified copy of the issued and entered Approval and Vesting Order; and
- (b) Other Documents: Such other usual and customary documents for transactions of the nature set out in this Agreement as may be required by the Vendor or the Purchaser, each acting reasonably, necessary to complete the purchase and sale of the Property contemplated by this Agreement and the other matters contemplated hereby.

17. Purchaser's Deliveries on Closing

On the Closing Date, the Purchaser shall deliver to the Vendor the following:

- (a) Purchase Price: The Purchase Price Balance Payment; and
- (b) Other: Such other usual and customary documents for transactions of the nature set out in this Agreement as may be required by the Vendor or the Purchaser, each acting reasonably, necessary to complete the purchase and sale of the Property contemplated by this Agreement.

All documents to be executed and delivered by the Purchaser to the Vendor on Closing shall be in form and substance satisfactory to the Vendor's solicitors, acting reasonably.

18. Risk of Loss

Until Closing, the Property shall be and remain at the risk of the Vendor and the Vendor shall hold all policies of insurance, if any, in trust for the parties hereto, as their interests may appear. In the event of damage to the Property prior to Closing (a) of less than or equal to One Hundred Thousand Dollars (\$100,000), the transaction shall be completed without regard to such damage and the insurance proceeds shall be payable to the Purchaser; and (b) in excess of One Hundred Thousand Dollars (\$100,000), the Purchaser shall have the right to elect to (i) take such

insurance proceeds and complete the transaction without abatement of the Purchase Price; or (ii) terminate this Agreement.

19. Taxes and Fees

The Purchaser shall be responsible for all registration fees and costs payable in connection with registration of the Transfer and/or the Approval and Vesting Order. Subject to the foregoing, each party shall pay its own legal costs with respect to the transactions contemplated by this Agreement.

20. Business Day

In the event that any date established by or in accordance with this Agreement or any date of termination of a period of time set forth or referred to in this Agreement shall fall upon a non-Business Day, then such date shall be deemed to be the next following Business Day.

21. Applicable Law

This Agreement is to be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

22. Non-Registration

The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section 23, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement from title to the Property.

23. Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. The Purchaser may on prior notice to Vendor assign this Agreement to an affiliate, provided such assignee shall covenant in favour of the Vendor to assume all obligations of the Purchaser hereunder. In such event the original Purchaser shall not be relieved from any further obligation or liability under this Agreement.

24. Solicitors as Agents

Any notice, approval, waiver, agreement, instrument, document or communication permitted, or required or contemplated by this Agreement may be given or delivered and accepted or received by the Purchaser's solicitors on behalf of the Purchaser and by the Vendor's solicitors on behalf of the Vendor and any tender of closing documents and the balance of the Purchase Price and any other payment hereunder may be made upon the Purchaser's solicitors and the Vendor's solicitors, as the case may be.

25. Time of the Essence

Time shall be and remain of the essence of this Agreement.

26. Non-Merger

The provisions of this Agreement shall survive Closing and shall not merge in the Approval and Vesting Order. The representations and warranties of the Vendor and the Purchaser pursuant to this Agreement shall survive Closing for a period of one (1) year.

27. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement, or the Property other than as expressly provided herein in writing. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, whether made by the Vendor, Purchaser or any agent of either party, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modifications, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

[remainder of page left intentionally blank]

28. Counterpart and Electronic Execution

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

Dated this 2nd day of February, 2024.

**MNP LTD. solely in its capacity as
licensed insolvency trustee of Integro
Building Systems Inc.**

Per:



Name: Matthew Lem
Title: Senior Vice President

STATE WINDOW CORPORATION

Per:



Name: **NIKKI CORVALHO**
Title: **PRESIDENT**

SCHEDULE "A"
PROPERTY

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
1	LOT	6-Level High Sections of Cantilever Storage Racking
2	1	2017 Combilift C10000 Multi Directional Forklift, 6,000lb Cap., s/n 35089
3	1	Genie GS-4047 Electric Scissor Lift
4	1	Skyjack SJIII 4626 DC Electric Scissor Lift
5	1	2018 Wood's Powr-Grip PT14FS10TAIR Pneumatic Glass Lifting Unit, 1,500lb Cap., s/n 20181219
6	1	2021 Kaeser AS30T Rotary Screw Air Compressor, 30HP, s/n 1077-8137132
7	1	2016 Kaeser AS30T Rotary Screw Air Compressor, 30HP, s/n 1009
8	1	The General Series Battery Charger
9	1	2016 Wood's Powr-Grip MRT411LD Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20161529
10	1	2017 Wood's Powr-Grip PC1104DC Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20171266
11	1	2022 Emmegi PRECISION TS2 TU/4 Twin-Head Cut-Off Saw, s/n C127892, Touch Screen Control, Dust Collector
12	1	2016 Emmegi SCA 550 Single Head, Upacting Blade Cut-Off Saw, s/n C119125 w/ PCL Automatic Length Measuring System & Conveyor System and Controls
13	1	2016 Emmegi SCA/E 650 Single Head, Upacting Blade Cut-Off Saw, s/n C119151 w/ PCL Automatic Length Measuring System & Conveyor System, Controls, Dust Collector
14	1	ACM Machinery VC45/18 Dual Miter Saw, s/n 230304 w/ Conveyor System, Tigerstop Sawgear Automatic Length Measuring System, Dust Collector
15	1	2019 Emmegi Satellite XT 5-Axis CNC Machining Center, CNC Touch Screen Control, Tool Changer, s/n C1227220
16	1	Emmegi Diamant 4-Axis CNC Machining Center, CNC Control, s/n D2002000/00

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
17	1	Emmegi Satellite XL 5-Axis CNC Machining Center, CNC Control, s/n 32002274/00 w/ Air Dryer
18	1	Dewalt Dual Grinder w/ Stand
19	1	Toyota 7FGCU45-BCS Propane Forklift, 8,850lb Cap., 199" Max Lift, 3-Stage Mast, Side Shift, Outdoor Tires, s/n 70884
20	1	Blue Giant BGS25-157 Electric Walkie Stacker, 2,500lb Cap., 157" Max Lift, s/n 3292100711
21	1	Unicarriers MJ1F4A45LV Propane Forklift, 9,500lb Cap., 187" Max Lift, 3-Stage Mast, Side Shift, Pneumatic Outdoor Tires, s/n J1F4-981589
22	1	Factory Cat GTX 30-C Ride-On Floor Cleaner, s/n 93997
23	1	Jet JWBS-14CS 14" Woodworking Bandsaw, s/n 8080912
24	1	2015 King Industrial KC-118FC Drill Press, s/n 550497
25	1	King Canada Belt/Disc Sander
26	1	King Industrial KC-10KX 10" Cabinet Table Saw
27	1	2014 King Industrial KC-122FC, Drill Press, 12-Speed, 22", s/n 555749
28	1	2022 King Industrial KC-122FC, Drill Press, 12-Speed, 22", s/n 588288
29	1	2021 Pressta Eisele Prisma 650 E Cut-Off Saw, s/n 9639
30	1	2013 Raymond 8410 Ride-On Electric Pallet Jack, 8,000lb Cap., s/n 841-13-16214
31	1	2017 Raymond 8410 Ride-On Electric Pallet Jack, 8,000lb Cap., s/n 841-17-36131
32	1	2016 Wood's Powr-Grip PT149AIRO Pneumatic Glass Lifting Unit, 1,500lb Cap., s/n 20161777
33	1	2017 Combilift C6000CB Compact Multi Directional Forklift, 6,000lb Cap., s/n 34607
34	1	2003 Combilift CL3006QLA45 Multi-Directional Forklift, 6,000lb Cap., s/n 7954

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
35	1	Tilt & Load Station (Unsued)
36	1	Pump Station w/ Application Gun, Jib, Assembly Table
37	1	Ridgid 10" Dual Bevel Sliding Miter Saw
38	1	Panel Saw
39	1	Gorbel Free Standing Crane System, Approx. 20'W x 4,000lb Cap. Bridge x 40'L Runway
40	1	Metermaster Pump Station w/ Application Gun, Jib, Assembly Table
41	1	Portable Gantry Crane System w/ Electric Hoist
42	1	2004 Wood's Powr-Grip MRPT89ACOS Pneumatic Glass Lifting Unit, 1,000lb Cap., s/n 20040255
43	1	2007 Wood's Powr-Grip MRPT1211LDCS Pneumatic Glass Lifting Unit, 2,000lb Cap., s/n 20071370
44	1	Sroka LWP-30 Electric Pallet Jack, 8,000lb Cap., 305cm Max Length, 633hrs, s/n 1G12G4
45	2	Graco Model AGP-S100 Silicone Machines, s/n's A00623, A00251
46	1	King Industrial Vertical Bandsaw
47	1	Wood's Powr-Grip Pneumatic Glass Lifting Unit, s/n N/A
48	1	Overhead Crane System, Approx. 20'W x 2,000lb Cap. Bridge x 90'L Runway
49	1	2017 Wood's Powr-Grip MRT Pneumatic Glass Lifting Unit, 700lb Cap., s/n 20171526
50	LOT	Remaining Contents of Main Plant & Yard Areas Including: Warehouse Fans, Pallet Racking, Battery Chargers, Ladders, Power & Hand Tools, Toolboxes, Material Racks & Carts, Pallet Jacks, Workbenches, Roller Conveyor, Storage Cabinets, Glass Rack Dollies, Dump Bins, etc.
51	LOT	Plant - 4 laptops, 2 Zebra Printers, Fortinet switches and wireless access points.

Estate of Integro Building Systems Inc.

Equipment List

8811 Huntington Road, Vaughan, ON

Item	Qty	Description
52	LOT	Contents of Office Area Including: Office Cubicles, Chairs, File Cabinets, Desks, Boardroom Furniture (2), TV's (6), Reception Furniture, Lunchroom furniture, Kitchen appliances
53	1	2022 Dodge Ram 2500 Diesel (VIN: 3C6UR5CL5NG431020)
54	1	2006 Dodge Ram 1500 Crew Cab (VIN: 1D7HU18226S684135)
55	LOT	Server Room - Server rack/ThinkSystem SR630 V2 rack server/Fortinet gateway/Fortinet switches/UPS/Hikvision surveillance system
56	LOT	Meridian Phone System
57	LOT	IT Room Computer Equipment - Laptops (40)/A8 Tablets (11)/Dell Monitors (40)/ZT411 Zebra Printers (3),Fortinet Access Points 231F (10), 431F (2), 432F (5), cell phones (10)
58	LOT	Canon Copiers (C325i, C5540i, Pro MFP M283fdw, 1643IF, MF8280CW)
59	LOT	Site tools/equipment
60	1	GSSI Structure Scan Mini (Concrete ground penetrating radar)
61	LOT	5 racks of bolts/screws/hardware
62	1	Sea-Can Container
63	1	Trailer for pick-up truck

Appendix “M”

**IN THE MATTER OF THE BANKRUPTCY OF
INTEGRO BUILDING SYSTEMS INC.
of the City of Vaughan, in the Municipality of York,
in the Province of Ontario**

**TRUSTEE'S INTERM STATEMENT OF RECEIPTS AND DISBURSEMENT*
As of February 13, 2024**

RECEIPTS

Accounts Receivable and Holdback Collections	\$ -
Sale of Inventory and Scrap	59,324.25
Sale of Equipment - Surrey BC Location	80,000.00
Reimbursement of Utilities	21,104.68
Other Income - Third Party Property Removal Costs Revenue	31,210.00
Miscellaneous refunds	1,669.60
Interest Income	1,256.33
PST Collected	5,600.00
GST/HST Collected	15,770.59
Funds from Retainer (Third Party Deposit)	33,000.00
Total Receipts	<u>248,935.45</u>

DISBURSEMENTS

OSB Filing Fees	(161.37)
Court Fees	-
Notice - First Meeting of Creditors - Newspaper	(676.80)
Notice - First Meeting of Creditors - Folio	(2,514.30)
Notice - First Meeting of Creditors - Postage	(1,463.54)
Subcontracted Staff Costs - Trustee	(20,708.06)
Subcontracted Staff Costs - State Window	(18,678.00)
Occupancy Costs - Rent Premises	-
Occupancy Costs - Utilities	(18,678.00)
Occupancy Costs - Insurance	(5,100.00)
Appraisal Fee	(1,900.00)
Bank Charges	(52.50)
Professional Fees - Trustee (MNP Ltd.)	-
Professional Fees - Trustee's Legal Counsel (Cassels)	-
PST Remitted	-
GST/HST Remitted	(2,532.99)
GST/HST Paid	(8,400.12)
Total Disbursements	<u>(80,865.68)</u>

NET RECEIPTS OVER DISBURSEMENTS \$ 168,069.77

* - Excludes all deposits held in trust, including the offer deposit received from State Window Corporation and other deposits received from other parties in trust.

Appendix “N”

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

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

**AFFIDAVIT OF SHELDON TITLE
(sworn February 14, 2024)**

I, Sheldon Title, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Licensed Insolvency Trustee and Senior Vice President of MNP Ltd. (“**MNP**”), trustee of the above-named Estate and as such, I have knowledge of the matters to which I depose.
2. Integro Building Systems Inc. (the “**Company**”) filed an assignment in bankruptcy on August 30, 2023, that was accepted by the Office of the Superintendent of Bankruptcy on August 31, 2023. MNP was appointed to act as the Licensed Insolvency Trustee of the bankrupt estate (the “**Trustee**”), which was affirmed by the creditors at the first meeting of creditors held on September 19, 2023.
3. During the period from August 8, 2023 to January 31, 2024, the Trustee incurred fees, exclusive of HST, in the amount of \$263,778.10. Particulars of the work performed are contained in the invoice attached hereto and marked as **Exhibit “A”** to this affidavit. The average hourly rate charged by the Trustee is \$514.29.
4. I hereby confirm that the information detailed herein and attached accurately reflects the services provided by the Trustee in these proceedings and the fees claimed by it.

5. To the best of my knowledge, the rates charged by the Trustee throughout the course of these proceedings are comparable to the rates charged by other insolvency firms in the Toronto market for the provision of similar services, and the rates charged by the Trustee for services rendered in similar proceedings.

6. I make this affidavit in support of a motion for, *inter alia*, approval of the fees of the Trustee, and for no other or improper purpose.

SWORN BEFORE ME by video conference on this 14th day of February 2024. The affiant was located in the City of Toronto in the Province of Ontario, and I was located in the Town of Erin in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for Taking Affidavits
(or as may be)
Matthew Eric Lem, a Commissioner, etc.,
Province of Ontario, for MNP Ltd. and MNP LLP.
Expires February 21, 2026.



SHELDON TITLE

This is **Exhibit "A"** referred to in the affidavit of Sheldon Title, affirmed before me by videoconference on February 14, 2024, in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario, and I was located in the Town of Erin in the Province of Ontario.

A handwritten signature in blue ink, appearing to read 'M. Lem', is written over a horizontal dotted line.

A Commissioner for Taking Affidavits

Matthew Eric Lem, a Commissioner, etc.,
Province of Ontario, for MNP Ltd. and MNP LLP.
Expires February 21, 2026.

EXHIBIT "A"

**A True Copy of the Invoice issued
for fees incurred by MNP Ltd.**

Invoice



Invoice Number : 11445978

Client Number : 0975584

Invoice Date : Feb 14 2024

Invoice Terms : Due Upon Receipt

INTEGRO BUILDING SYSTEMS INC.
8811 HUNTINGTON ROAD
VAUGHAN, ON L4H 3N5

For Professional Services Rendered :

For the period from 28 August 2023 to 31 January 2024, in connection with us acting as Licensed Insolvency Trustee of the Estate of Integro Building Systems Inc. (detailed time descriptions attached)

OUR FEE in all	263,778.10
	<hr/>
Sub Total :	263,778.10
Harmonized Sales Tax :	34,291.15
	<hr/>
Total (CAD) :	298,069.25
	<hr/>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
1 ADELAIDE ST E, SUITE 1900; TORONTO ON; M5C 2V9
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
28-Aug-2023	Matthew Lem	4.00	Attend premises. Meetings with Integro, State Window and York Marble. Various discussions on path forward and the bankruptcy proceeding. Attend to email from N Carvalho. Preparation of statement of affairs. Discussion with S. Title re same. Discussion B. Lyle re appraisal. Meet with B. Lyle re same.
29-Aug-2023	Chahna Nathwani	.80	Conduct PPSA Search. Initial preparation of bankruptcy filing documents.
29-Aug-2023	Matthew Lem	4.50	Attend Premises. Discussion with A. Wannan re information for filing documents. Call to J. Dietrich. Discussion with J. Wilson and G. Pestrin. Discussion with Paidiem re payroll distribution. Attend call with directors re filing and next steps. Finalize creditors list and update bankruptcy sign-up documents.
30-Aug-2023	Akhil Kapoor	1.00	Discussion with M. Lem re bankruptcy filing; review bankruptcy filing documents and other information on company.
30-Aug-2023	Chahna Nathwani	3.50	Preparation of bankruptcy filing documents and discussions with M Lem re same. Calls with OSB efilng helpdesk re efile errors/problems.
30-Aug-2023	Matthew Lem	3.50	Attend Premises. Review and adjust bankruptcy filing documents. Various discussions and meetings re same. Meet with J. Wilson re execution of bankruptcy sign-up documents. Attempt to efile same documents.
31-Aug-2023	Akhil Kapoor	5.00	Attend Premises and meet with M. Lem and A. Wannan (former CFO). Attend to establish plan and process for inventory count re the outstanding construction projects materials for release. Discussion with A. Wannan re information required to prepare preliminary report. Commence preparation of preliminary report. Attend call with Cassels.
31-Aug-2023	Chahna Nathwani	1.20	Re-efile bankruptcy documents and call with OSB re same. Create Case Website for estate, calls with M. Lem.
31-Aug-2023	Matthew Lem	5.80	Attend Premises. Coordination of inventory count of assets and project materials. Attend to correspondence from State Window and York

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Marble. Attend to call from IT person. Kick-off call with Cassels. Forward information to Cassels. Various call with C. Nathwani and OSB re bankruptcy filing. Email to OSB re filing bankruptcy documents. Attend to issue with truck driver and goods on a trailer. Receipt of certificate of appointment and attempt to efile EIS as requested. Correspondence with OSB re same. Correspondence with directors on filing. Attend to correspondence from R. Jaipargas of BLG re RBC. Attend to call from N. Carvalho of State Window.
01-Sep-2023	Akhil Kapoor	4.00	Email communication with A. Wannan re information required. Meet with A. Wannan re inventory count progress and WEPP. Review of information received. Coordination of WEPP administration and review draft documents prepared for same. Review bankruptcy notice documents; Coordinate set-up of CRA accounts for Trustee.
01-Sep-2023	Chahna Nathwani	3.00	Call with A. Kapoor on WEPP and form. Email exchanges on CRA access, login and downloaded all recent statements for RP/RT and RC accounts. Prepared cover letter and notice to creditors and notice to director for bankruptcy. Drafted newspaper advertisement for publishing bankruptcy notice. Prepared banking forms to establish trust account for estate.
01-Sep-2023	Matthew Lem	2.30	Call with RBC and BLG. Planning calls with Cassels. Discussion with P. Marchand re assistance on WEPP administration. Various correspondence with creditors. Correspondence with Devry Smith and Frank re 25 Ontario.
05-Sep-2023	Akhil Kapoor	3.10	Attend to prepare the preliminary report to be presented at FMOC. Emails with A. Wannan re WEPP sheet and modifications in there, progress billing invoices for the projects, discussion on certain payments made in the last 12 months. Reviewing all the information received from him re projects, employees, CRA, financial statements, HST returns among others and started reviewing them. Discussion with A. Wannan re pension payments, vacation pay o/s, expenses o/s, family support withholdings and source deduction due on last 2 payrolls.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
05-Sep-2023	Matthew Lem	3.90	Attend Premise. Update discussion with A. Wannan and others re SickKids glass and inventory count. Call with R. Evans of PCL. Attend to issues re funds deposited at RBC. Email to RBC and BLG re same. Correspondence with A. Merskey of Cassels re same. Discussion with A. Wannan re Bernard Block. Correspondence and call with M. Buttery of Osler's re Bernard Block.
06-Sep-2023	Akhil Kapoor	3.30	Attend to preference review. Discussions with A. Wannan re same. Attend to correspondence from creditor. Discussion with A. Wannan re various file matters. Continued preparation of the preliminary report.
06-Sep-2023	Chahna Nathwani	3.50	Attended creditors' calls re: creditor's meeting and notices. Called Postmedia on publishing newspaper ad. Reviewed additional notices and added them in creditor's list. Coordination with Branch Office re: notice mailing. Finalise bankruptcy notice package and send for mailing; attend to efilng bankruptcy notice with OSB. Email notice package to certain creditors.
06-Sep-2023	Matthew Lem	.60	Attend to various correspondence from creditors and counsel for GC. Discussion with G. Pestrin re SickKids project. Discussion with M. Tamblyn of Torkin Manes re Portland Commons assignment document.
07-Sep-2023	Akhil Kapoor	6.20	Continued preparation of preliminary report. Discussion with A. Wannan re WEPP sheet and information reured. Attend to random physical inventory count to test accuracy of counts. Discussion with A. Wannan, shipping manager and other staff re same. Discussion with A. Wannan re additional information needed for preliminary report. Discussion with M. Lem and A. Wannan re outstanding employment matters. Discussion with A. Wannan re legal proceedings by or against the company (inc. \$1.8 million litigation with a supplier), lease agreements with Opta for Waterdown storage and for Surrey warehouse.
07-Sep-2023	Matthew Lem	3.30	Attend Premises. Discussion with A. Wannan re inventory count and other files issues. Review correspondence. Discussion with M. Spironello of Westbank re 489 King. Call with J. Levine of McMillan, together with A. Merskey re 489 King. Discussion

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			with A. Merskey re file issues. Review and adjust Cassel's draft email to M. Buttery re Bernard Block. Email response to M. Farace of Devry Smith & Frank re 25 Ontario.
08-Sep-2023	Akhil Kapoor	4.40	Discussions and meeting with A. Wannan re inventory listing/count Discussions with A. Wannan re preference review. WEPP administration, garnishments and FRO office holdbacks. Discussion re AR status. Call with A. Wannan and M. Lem re various file matters including email from computer equipment service provider (Ideological) and inventory count for 25 Ontario. Update on status of ROE and T4 and MNP website update. Discussion re task and term arrangement for A. Wannan and others. Call with CRA re assigned collections officer. Discussion with C. Nathwani re fax to be sent to CRA highlighting re same and HST returns to be filed
08-Sep-2023	Chahna Nathwani	1.70	Sent creditor's package to CRA via Fax. Attended calls of creditors, and send creditor package through email, checked Integro emails, reviewed proof of claims, entered in Ascend. Received call from former employee on WEPP claim.
08-Sep-2023	Matthew Lem	.10	Attend to other correspondence received
11-Sep-2023	Akhil Kapoor	1.70	Preparation of task and term letter for A. Wannan. Update discussion with M. Lem re inventory listing and count, WEPP, preference review and other. Follow up with A. Wannan re inventory listing/counts and preparation of ROE and T4. Attend to calls from creditors.
11-Sep-2023	Chahna Nathwani	.60	Received calls from creditors, sent creditor's package via emails and attend to email correspondence from creditors.
11-Sep-2023	Matthew Lem	.70	Discussion with J. Dietrich re employee and VISA application. Call with State Window re occupancy issues. Call with BLG and RBC.
12-Sep-2023	Chahna Nathwani	2.70	Attended to former employee's call. Received calls from creditors, sent creditor's package via emails and attend to email correspondence from creditors. Reviewed and enter proof of claims received.
12-Sep-2023	Matthew Lem	.90	Attend Premises. Update discussion with A. Wannan re inventory count and other issues. Discussion with engineering re inventory and status of drawings.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Attend to correspondence re notice to creditors. Attend to issues related Tivitec glass received, and SickKids punch list.
13-Sep-2023	Akhil Kapoor	7.20	Review of documents received from owner’s counsel and discussion with A. Wannan about same re S. 81 claim for project materials. Discussion with A. Wannan re additional information required re parent company, Integro IBS Holdings Inc., in order to address calls/correspondence received. Attend to emails correspondence received from creditors and employees. Review and update WEPP master schedule. Several discussions with A. Wannan re same and inventory counts. Discussion with Service Canada re employee eligibility under WEPPA. Review of information received from A. Attend to various matters including facility budget and costs, outstanding HST returns, insurance coverage, Surrey sublease and equipment.
13-Sep-2023	Chahna Nathwani	1.40	Forwarded bankruptcy notice to CRA re to get access to My Business Account. Received call from former employee on WEPP claims process and creditor's package, information of bankruptcy process for employees
13-Sep-2023	Matthew Lem	.70	Review and adjust draft purchased goods letter for GCs/owners re project property. Correspondence with Cassels and staff re same.
14-Sep-2023	Akhil Kapoor	4.80	Attend to correspondence from creditors re claims. Discussion re emails from 3rd party asset providers enquiring about pick up forklifts. Attend to correspondence from 8811 Huntington landlord's counsel re the lease and upcoming creditors meeting. Attend to email correspondence from former employees. Discussion re Paychex issue. Discussion re Surrey lease and to require them to give their offer to purchase equipment. Discussion with A. Wannan re 81.1 claim received from Architectural CM Attend to various employee issues and inventory listings for 25 Ontario and 489 King projects. Discussion and coordinate with A. St-Pierre re administration of WEPP. Call with Service Canada re employee eligibility issues.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
14-Sep-2023	Astrid St-Pierre	.40	Discussion with A. Kapoor re WEPP schedule prepared and administration of WEPP. Review the WEPP excel schedule.
14-Sep-2023	Chahna Nathwani	.90	Prepared affidavit of mailing and schedule commissioning of same. Update file.
14-Sep-2023	Mathieu Gascon	.30	Attend to administration of WEPP
14-Sep-2023	Matthew Lem	3.10	Attend Premises. Review 81.1 claim by supplier. Call to R. Johal of Himelfarb re same. Discussions with C. Kelos of Corbo Kelos and E. Seagram of CBRE re 8811 Huntington lease value. Discussion with A. Wannan and A. Kapoor re inventory listings. Finalize and send letter to First Gulf re Purchased Goods and Form 74. Meet with State Window re occupancy and other file issue.
15-Sep-2023	Akhil Kapoor	5.20	Discussion with A. Wannan re WEPP queries. Reviewing and adjust the WEPP sheet. Updating M. Lem about CRA officer and WEPP. Call with a former employee regarding proof of claim submission and his o/s severance pay. Updating letter to be sent to the employees which includes ROE, T4, WEPP and return of equipment information and sharing with A. Wannan. Multiple calls with Noram (creditor) re claim. Discussion re inventory listing for King West and Portland's. Email correspondence and calls with numerous creditors re completed proof of claim, FMOC. Preparing a response to 81.1 claim filed by a supplier. Discussion regarding claim register and recording of all claims and proxies and related matters. Follow-up on website update for FMOC.
15-Sep-2023	Chahna Nathwani	4.10	Reviewing enter proofs of claim received Attend to various creditor's calls.
15-Sep-2023	Matthew Lem	.60	Correspondence with J. Levine of McMillian re 489 King. Discussions with CBRE re 8811 Huntington Lease and value. Discussions with A. Wannan re file matters.
16-Sep-2023	Matthew Lem	.90	Correspondence with Westbank and J. Levine of McMillian re Purchased Goods letter and Form 74. Initial review of draft preliminary report and discussion with A. Kapoor re same.
17-Sep-2023	Akhil Kapoor	2.50	Update the preliminary report.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
18-Sep-2023	Akhil Kapoor	6.50	Calling multiple CRA reps re the CRA collection officer assigned. Call with the CRA collections officer. Sharing creditor package and other details with the CRA Officer. Preparing a draft budget for the purpose of administrative agreement with CRA. Updating the preference review section of the preliminary report. Discussion with A. Wannan re HST return to be filed for July and August. Update WEPP schedule and share with A. St-Pierre. Email correspondence with various creditors and employees re proof of claim and meeting. Reviewing claims. Discussion with A. Wannan re KPMG request list. Discussion re insurance.
18-Sep-2023	Chahna Nathwani	4.50	Reviewing all received claims and update Ascend. Prepare the claim register. Attend to creditors' calls on FMOC and proof of claim.
18-Sep-2023	Matthew Lem	4.80	Attend Premises. Preparation for FMOC. Attend to call from D. Rosenblatt of Osler's on behalf of Carterra re Portland Commons. Review issues with staff. Review and adjust preliminary report. Correspondence with R. Japargis of BLG re same. Attend to various correspondence re claims received. Various discussions with A. Kapoor re files matters.
19-Sep-2023	Akhil Kapoor	6.00	Discussions with A. Wannan and M. Lem re WEPP and employee eligibility. Finalization of the WEPP letter Discussion re alternate insurance available and allow cancelling the existing insurance. Preparation for FMOC and attend the meeting to manage registrations, voting and other meeting matters. Call with CRA officer re inspector appointment and entering into an administrative agreement.
19-Sep-2023	Astrid St-Pierre	3.70	Attend to WEPP enrollment of employees through Service Canada
19-Sep-2023	Chahna Nathwani	2.80	Attend to finalizing the claim register for meeting. Attend first meeting of creditors at Integro's office; uploaded tabled documents to the Case Website, preparing the list of follow up calls after FMOC.
19-Sep-2023	Matthew Lem	4.20	Attend Premises. Review of claims register and various discussions re treatment of claims for voting purposes, including the valuation of contingent claims. Finalize preliminary report. Pre -meeting call with J. Dietrich. Preparation for meeting. Convene

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			first meeting of creditors. Attend to various calls to creditors. Review of WEPP cover letter.
19-Sep-2023	Shuang Lin	1.00	Discussions and attend to WEPP registrations
20-Sep-2023	Akhil Kapoor	3.50	Call with Firstbrook insurance re quote for coverage. Detailed discussion with A. St-Pierre about WEPP letter and employee eligibility. Attend to creditor and employee calls and correspondence. Discussion with A. Wannan re WEPP, creditor queries and other matters. Email correspondence with the lawyer of a creditor re their claim. Update and adjust budget for CRA administrative.
20-Sep-2023	Astrid St-Pierre	5.90	Attend to Proof of claim forms+ Notice. Amendment to employee WEPP enrollment through Service Canada for employees that have been contracted by State.
20-Sep-2023	Chahna Nathwani	.10	Reviewed WEPP cover letter and forms.
20-Sep-2023	Matthew Lem	.60	Attend to correspondence. Correspondence with J. Levine re Westbank inspection. Discussion with A. Wannan re same. Discussion with A. Wannan re First Gulf information request. Email to D. Savage re information request.
21-Sep-2023	Akhil Kapoor	2.50	Emails with F. Worm and other employees re WEPP claims. Follow up with Firstbrook for insurance quote. Review Service Canada WEPP registrations. Discussion re 3rd party claim to be submitted by Forklift company. Attend to call from a creditor and send bankruptcy notice package. Receipt of notice of cancellation of insurance and discussion with A. Wannan re same.
21-Sep-2023	Chahna Nathwani	3.10	Preparation of Minutes draft and Attendance list. Called to people who registered via phone and get their names, emails sent to people who registered with email addresses to note their names
21-Sep-2023	Shuang Lin	1.50	Discussion with A. St-Pierre re WEPP registration modifications; attend to WEPP registration modifications.
22-Sep-2023	Akhil Kapoor	1.30	Discussion with Firstbrook and Andrews Insurance re insurance quotes for property. Call with A. Wannan re CRA deductions not paid. Call with A. St-Pierre re administration of WEPP.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
22-Sep-2023	Astrid St-Pierre	3.50	Attend to proof of claim documents for all employees. Amending WEPP sheet to show different employees enrolled.
22-Sep-2023	Matthew Lem	3.20	Attend to information request from KPMG. Various discussions and correspondence with A. Wannan re file issues. Preparation of updated CRA deemed trust estimate. Attend to correspondence received.
23-Sep-2023	Matthew Lem	.10	Review correspondence from A. Merskey
25-Sep-2023	Akhil Kapoor	.60	Attend to securing insurance coverage. Correspondence with A. Wannan re inventory. Brief discussion with A. St-Pierre re status of preparation of proof of claim for WEPP.
25-Sep-2023	Matthew Lem	.60	Coordination of site visit with J. Levine of McMillian re Westbank and 489 King Project. Attend to correspondence with G. Fraser. Call with Valid Metal. Call with T. Rooney. Attend to correspondence from creditor counsel.
26-Sep-2023	Akhil Kapoor	1.00	Discussion with an equipment supplier (CCTV installation) re potential claim. Email correspondence with A. St-Pierre re final proof of claim, final list of employees, Trustee and employee registrations. Discussion with A. Wannan re insurance and employees with unpaid expenses. Call with Service Canada re employee eligibility for WEPP.
26-Sep-2023	Astrid St-Pierre	1.40	Call with Service Canada for employee that is 0.5% shareholder. Changes to proof of claim document
26-Sep-2023	Chahna Nathwani	.40	Call received from creditor re proof of claim.
26-Sep-2023	Matthew Lem	3.50	Attend Premises. Meet with EllisDon and Westbank re review of goods at site.
26-Sep-2023	Upasana Nayak	.20	Called to follow up about cheque sent
27-Sep-2023	Akhil Kapoor	1.40	Coordinate appraisal of equipment in Surrey BC with Infinity. Attend to WEPP matters and employee eligibility issues. Discussion with A. Wannan re goods received from ACM. Prepare draft response to ACM's lawyer re S. 81.1 claim.
27-Sep-2023	Astrid St-Pierre	1.70	Amendments to Proof of claim documents, Addition of P. Schauer through Service Canada . Update conversation with A. Kapoor.
27-Sep-2023	Chahna Nathwani	.40	Attend to WEPP administration matters. Received call from creditor, and email creditor notice package.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
27-Sep-2023	Matthew Lem	1.20	Discussion with KPMG re review information to be provided. Discussion with A. Wannan re same. Commence assembly of information.
27-Sep-2023	Upasana Nayak	.10	Follow up call to confirm receipt of cheque
28-Sep-2023	Akhil Kapoor	1.10	Finalization of WEPP letter, proof of claim, registration and excel sheet and sharing them with M. Lem for signatures along with other details. Emails with employees re their queries on WEPP, eligibility, amounts among others.. Emails with A. Wannan re certain matters incl. Emails from creditors regarding products supplied for various products, sharing Form 31, 74 with creditors. Call with Noram to check the status of preparation of inventory available at their warehouse.
28-Sep-2023	Matthew Lem	2.10	Assemble information and forward to KPMG. Discussion with A. Wannan re T4 Summary issue. Update CRA deemed trust claim analysis. Discussion with G. Pestrin re SickKids meeting. Discussion with P. Torre re same.
28-Sep-2023	Upasana Nayak	.40	Call to confirm receipt of cheque sent. Update file for Form 74 with schedules regarding 25 Ontario project
29-Sep-2023	Akhil Kapoor	2.30	Email to CRA Officer re administrative agreement and to request them to commence trust examination. Discussion with A. Wannan re T4s and o/s deemed trust. Attend to various file matters including WEPP update, 3rd party goods and Form 74, inventory count and Debtor Certificate as per directive 7 of OSB, DPSP, insurance, email from CS2 about warranty, and Surrey equipment. Discussion with M. Lem re draft cost budget for CRA. Email correspondence with a 3rd party re their form 74.
29-Sep-2023	Chahna Nathwani	.50	Attend to calls from creditors and email bankruptcy notice package. Attend to proof of claims received. Attend to call received from former employee on WEPP process.
29-Sep-2023	Matthew Lem	1.80	Discussions with A. Wannan re T4's, landlord and other. Review with A. Kapoor re WEPP package, CRA Administrative Agreement budget, release of third-party property, and other file matters.
29-Sep-2023	Upasana Nayak	.30	Attend to proof of claim received.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
02-Oct-2023	Akhil Kapoor	1.30	Finalization of WEPP letter, WEPP excel template with Service Canada exposure, discussions with A. St-Pierre and sharing revised version with M. Lem for his signatures. Email with A. Wannan re tasks to be done - Form 74 to be collected, Debtor Certificates, update on HST return and WEPP sheet. Correspondence with Andrews insurance re insurance coverage quote. Update draft cost budget for CRA administrative agreement. Brief discussion with employees re WEPP update
02-Oct-2023	Matthew Lem	5.80	Attend Premises. Review outstanding file issues. Attend to 81.1 claim. Attend to update file. Review correspondence received from PCL re agenda for meeting and outstanding issue on SickKids project. Review various documents and meet with P. Torre, M. Calisti and A. Wanna re same. Prepare for meeting. Correspondence with Cassels re preparation of draft indemnity for 25 Ontario/First Gulf. Update estimated deemed trust claim for CRA. Various discussions with A. Wannan re same. Forward update estimate to KPMG. Review and sign WEPP letter
03-Oct-2023	Akhil Kapoor	1.00	Discussion with A. St-Pierre re signed WEPP letter and to commence emailing the letters to employees. Discussion with A. Wannan re WEPP computation sheet, Alectra, receipt of Debtor Certificate, Surrey tenant offer and other.
03-Oct-2023	Astrid St-Pierre	.70	Modifying excel WEPP sheet
03-Oct-2023	Matthew Lem	1.10	Attend Premises - attend to issues re removal of purchased goods. Review correspondence from EllisDon re Portland Commons and Form 74. Discussion with B. Lyle of Infinity re appraisal of BC equipment. Email to Infinity with information re same.
04-Oct-2023	Akhil Kapoor	2.50	Reviewing attendance sheet and the recording of the minutes and preparing minutes of the FMOC. Discussion re Alectra account. Emails with A. Wannan re file matters. Email correspondence with a creditor re their Form 74.
04-Oct-2023	Astrid St-Pierre	1.70	Sending individual WEPPA emails to employees
04-Oct-2023	Chahna Nathwani	.20	Received call from Alectra on utility accounts. Discussion with A. Kapoor re same.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
04-Oct-2023	Matthew Lem	1.70	Attend meeting with PCL, G. Pestrin, P. Torre and M. Calisti re SickKids project and release of funds. Discussion with A. Merskey re right of offset against holdback funds for warranty claim for other projects. Discussion with A. Wannan re information to be assembled for PCL. Follow-up with A. Wannan re additional information on BC equipment. Review and adjust draft indemnity agreement for 25 Ontario.
04-Oct-2023	Upasana Nayak	.30	Attend to correspondence received from Orbis facon and sent out creditors package as per their request
05-Oct-2023	Akhil Kapoor	.50	Emails and discussions re new Alectra account; attend to email from landlord re temporary use agreement. Discussion re trust accounts, and former employees retained. Email with A. Wannan re Form 74s submitted and WEPP matters.
05-Oct-2023	Astrid St-Pierre	.40	Compiling received WEPPA proof of claim and emails
05-Oct-2023	Chahna Nathwani	.90	Call received from former employer on WEPP claim and processing of registration online
05-Oct-2023	Matthew Lem	1.20	Attend Premises. Discussions with A Wannan and others re SickKids project and analysis required. Review A. Merskey' s response to Devry Smith & Frank re Indemnity.
06-Oct-2023	Akhil Kapoor	2.00	Discussion with A. Wannan re form 74 forms claim for CCTV equipment supplier. Discussion re WEPP eligibility issue. Discussion with Andrews insurance about insurance quote. Discussion re CRA's claim. Discussion with A. St-Pierre re status of WEPP applications.
06-Oct-2023	Matthew Lem	2.80	Attend premises. Discussion with potential purchasers for equipment. Discussions with P. Torre re materials required for Anx job. Email re same. Review correspondence/notes form PCL re meeting on SickKids project.
10-Oct-2023	Akhil Kapoor	.50	Form 74 review for Absolute Fasteners, call with them and discussion with A. Wannan about it. Email correspondence with Insurance broker re quote received from an insurance company. Update on mails re notice received from a company's lawyer request to lift the stay to register a construction lien claim

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
10-Oct-2023	Chahna Nathwani	.50	Received call from former employee on WEPP claims. Attend to TD account forms.
10-Oct-2023	Matthew Lem	1.10	Attend to correspondence re Anx embeds. Attend to correspondence from counsel for Keymark. Forward same to Cassels for comments. Correspondence with Infinity re additional information on BC equipment.
10-Oct-2023	Upasana Nayak	.30	Attend to proof of claim received from creditor.
11-Oct-2023	Akhil Kapoor	1.50	Call with Andrew's Insurance re quotation and coverage. Discussion with A. Wannan re employees by State for WEPP eligibility determination. Attend to Form 74 received. Discussion with A. St-Pierre re WEPP queries
11-Oct-2023	Matthew Lem	2.90	Attend Premises. Review outstanding issues with A. Wannan. Discussion with D. LeBlanc re tools at First Gulf. Meet with representative of First Gulf re plan for removal of Purchased Goods. Review of correspondence re glazers/ironworkers' union lien. Discussion with A. Merskey. Meet with representatives from the View re gaskets. Correspondence with Infinity re appraisal report. Attend to issues on outstanding supplier amounts on SickKids project. Correspond with PCL re same.
12-Oct-2023	Akhil Kapoor	1.10	Continued discussion with A. Wannan and certain employees eligibility for WEPP. Follow up with insurance for quotation and emails with Andrews Insurance. Discussion with CRA re trust examination and administrative agreement. Follow up with 3rd party asset owners to be determined by A. Wannan.
12-Oct-2023	Astrid St-Pierre	.40	Emailing employees in connection with the WEPP
12-Oct-2023	Chahna Nathwani	.30	Received calls from former employees re: WEPP process and forms submission. Updated Ascend file.
12-Oct-2023	Matthew Lem	6.10	Attend Premises. Attend to correspondence from PCL re SickKids and outstanding amounts due to suppliers to project. Review outstanding supplier list for SickKids and preliminary reconciliation with amounts known to PCL. Correspondence with A. Merskey re same. Review updated claims analysis and share same with KPMG. Call with KPMG re RBC position. Walk around and discussions with First Gulf representatives re plan for removal of purchased goods. Discussion with staff re same. Attend to other

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			matters in connection with administration of the bankruptcy.
13-Oct-2023	Akhil Kapoor	1.50	Email communication with A. Wannan re CCTV equipment supplier. Discussion with M. Lem re CRA's claim received today and deemed and non deemed trust portions. Coordinating for pick up of materials by VMI and advising A. Wannan to get a release letter signed.. Multiple emails with insurance broker re coverage. Email correspondence with a former employee re filing proof of claim. Email with A. Wannan re T4 to be mailed to employees. Updating A. St-Pierre re employee eligibility for WEPP issues.
13-Oct-2023	Matthew Lem	3.20	Attend premises. Email to Devry Smith and Frank re 25 Ontario and removal of purchased goods. Review and provide comments on draft release prepared by Cassels for First Gulf. Respond to correspondence from PCL re requesting agreement to pay suppliers. Meet on SickKids re completion of work and costs to be credited. Call with State Window
16-Oct-2023	Akhil Kapoor	.30	Discussion re mailing T4 of the employees. Discussion with A. St-Pierre re proof of claim received and eligibility for WEPP issues. Discussion with A. Wannan re employee queries.
16-Oct-2023	Astrid St-Pierre	.40	Service Canada discussion over extension- confirmed to 29 December 2023
16-Oct-2023	Matthew Lem	3.30	Attend Premises. Email to A. Merskey re State's CNC machine. Review response to same. Prepare forward administrative agreement request letter to CRA, including assembly of cost budget and review of realizations.
16-Oct-2023	Upasana Nayak	1.50	Updated ascend as per various proof of claim received and update file.
17-Oct-2023	Akhil Kapoor	.30	Emails with A. St-Pierre and former employees re WEPP. Discussion re administrative agreement sent to CRA. Update from A. St-Pierre re conversation with Service Canada on WEPP issue. Discussion with Andrews Insurance re coverage and revised quote.
17-Oct-2023	Chahna Nathwani	1.30	Prepared cheque requisition for OR fee payment and post media invoice, processed cheques in Ascend for signature, printed and mailed. Prepared remittance slip for OR fee payment and mailed cheque along

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			with the cheque. Prepared transfer voucher from retainer to estates, login to TD and transferred the money. Prepared cheque requisition for Branch office invoice, processed cheque in Ascend for signature, mailed with invoice.
17-Oct-2023	Matthew Lem	1.40	Attend Premises. Follow-up with CRA re administrative agreement request. Review of no interest calculation for 25 Ontario with A. Wannan. Discussion with J. Henechowicz re same. Correspondence with Infinity re appraisal. Attend to information request from KPMG. Respond to same.
18-Oct-2023	Akhil Kapoor	.60	Discussion with A. St-Pierre re Service Canada response to employee eligibility issue. Email communication with A. Wannan and State's manager re WEPP matter.
18-Oct-2023	Chahna Nathwani	1.40	Reviewed Integro email inbox, replied to creditors/employees on their queries. Forwarded WEPP claims to Montreal team for e-filing. Calls from former employee(s) re WEPP process and their submitted claims. Attend to correspondence from former employee re claim.
18-Oct-2023	Matthew Lem	4.80	Attend Premises. Preparation of release of interest. Address issue on gaskets for Bernard Block. Review issues on removal of goods by First Gulf review correspondence from Cassels re warranty issue on SickKids. Discussion re same. Call with R. Burns of Travellers re warranty reserve issue. Discussion with CRA re administrative agreement and DPSP. Forward information on DPSP
19-Oct-2023	Akhil Kapoor	.40	Discussion with employees re WEPP and eligibility. Call with Andrew's Insurance.
19-Oct-2023	Matthew Lem	4.20	Attend Premises. Attend to various correspondence from M. Farace re 25 Ontario goods removal. Coordinate a call with M. Farace and First Gulf, various discussions with A. Wannan, and rep for First Gulf re removal of goods and meeting. Convene meeting. Correspondence with PCL re lien. Attend update call with PCL re SickKids. Review of goods removal and address other file issues.
20-Oct-2023	Akhil Kapoor	.40	Discussion re insurance for Vancouver property and detail of assets available at the location. Preparing a response to Service Canada's questions shared with

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			A. St-Pierre and sharing with A. Wannan for review. proof of claims
20-Oct-2023	Astrid St-Pierre	.40	Exchange with Service Canada over employee eligibility of rehired employee.
20-Oct-2023	Matthew Lem	1.40	Review various correspondence received from PCL re SickKids. Attend to correspondence from counsel for CS2 construction
20-Oct-2023	Upasana Nayak	1.50	Inputted several proof of claims into Ascend.
23-Oct-2023	Akhil Kapoor	.40	Email correspondence with A. Wannan re information request from Service Canada for WEPP eligibility issue. Update A. St-Pierre re same.
23-Oct-2023	Matthew Lem	.20	Correspondence and discussion with D. Magnus re legal action commenced.
23-Oct-2023	Upasana Nayak	.30	Attend to proof of claim received by Minister of Finance - BC. Followed up with C. Nathwani re creditor claim.
24-Oct-2023	Astrid St-Pierre	3.40	Research for labour code contact. Follow up Service Canada. Adding individual confirmations of received poc for 31 employees.
24-Oct-2023	Chahna Nathwani	.70	Attend to email correspondence from creditors and employee WEPP claims.
24-Oct-2023	Matthew Lem	.60	Review of various correspondence. Discussions and correspondence with A. Wannan re 25 Ontario, AR collection and other
25-Oct-2023	Akhil Kapoor	.50	Email correspondence with A. St-Pierre re Service Canada response to WEPP queries. Receipt of another 3rd party Form 74 and requesting A. Wannan to coordinate the pickup.
25-Oct-2023	Astrid St-Pierre	.50	Follow up K. Vohth for proof of claim and unpaid expenses
25-Oct-2023	Chahna Nathwani	.30	Received call from former employee re: WEPP form and process.
25-Oct-2023	Matthew Lem	.20	Discussion with A. Wannan re 25 Ontario goods removal. Review correspondence re same.
26-Oct-2023	Akhil Kapoor	.20	Email correspondence with a former employee re WEPP and their unpaid wages for their post bankruptcy hours
26-Oct-2023	Chahna Nathwani	.10	Prepared and sent Wire direction to M. Lem

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
26-Oct-2023	Matthew Lem	4.70	Attend Premises. Various update discussions and walk around with staff and First Gulf representative re 25 Ontario goods removal. Discussion with A. Wannan and others re SickKids AP reconciliation and scope of work for DOK/credit to be provided for already billed work to PCL. Various discussions and review of information re Portland Commons and net receivable due. Call with N. Carvalho re EllisDon and offsetting payments to suppliers. Review correspondence received re same. Update call with PCL re SickKids project.
27-Oct-2023	Akhil Kapoor	.20	Email correspondence with A. Wannan re S. Canada response on WEPP for transferred employees and next steps. Email correspondence with a former employee re their pending payment for hours worked
30-Oct-2023	Akhil Kapoor	.10	Email correspondence with an employee re their T4 and advising team to email the t4s.
30-Oct-2023	Matthew Lem	3.70	Attend Premises. Discussions with CRA re approval of Administrative Agreement and other review issues re 25 Ontario Purchased goods. Review of issues re SickKids release of receivable, credit note and other issues. Attend to correspondence from P. Patel of KPMG. Discussions with A. Wannan re next steps, asset sales, receivable collections, etc.
31-Oct-2023	Akhil Kapoor	.20	Discussion with M. Lem and U. Nayak re Alectra and Enbridge accounts to be opened post bankruptcy. Discussion with A. St-Pierre re pending response from provincial labour ministry.
31-Oct-2023	Matthew Lem	.20	Review correspondence received. Update file. Review and respond to email from A. Leonard of EllisDon re lien on Portland Commons
01-Nov-2023	Akhil Kapoor	1.20	Update WEPP schedule and concluded to include all the employees who were hired by State. Detailed discussion regarding same with A. St-Pierre. Communications with Service Canada and Ministry of Labour. Attend to correspondence re WEPP applications denied for a few employees. Brief discussion with U. Nayak re status of accounts with Alectra and Enbridge and payment of same.
01-Nov-2023	Matthew Lem	2.70	Attend Premises. Review outstanding file issues with A. Wannan. Discussion with A. Wannan re Sonic Staffing lien claim on Portland Commons. Email to A.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Merskey re same. Review of purchased goods removal status re 489 King and 25 Ontario. Review of correspondence received re lien discharge and WEPP. Various discussions re SickKids project in anticipation for update meeting.
01-Nov-2023	Upasana Nayak	1.30	Prepare cheque requisition for Alectra charges. Contact Alectra and Enbridge regarding bankruptcy accounts, correcting addresses, waiving deposit and account set up charges.
02-Nov-2023	Akhil Kapoor	1.00	Finalize the memo to document the rationale for including the employees under WEPP who have got employment with State. Discussion with A. Wannan re the above matter. Discussion re emailing the T4s to the former employees
02-Nov-2023	Astrid St-Pierre	.20	Review memo on Service Canada and labour code discussion.
02-Nov-2023	Matthew Lem	1.70	Review of correspondence from Union re lien claims. Discussion and review of analysis prepared by A. Wannan. Discussion with W. Wannan re AR collections and Portland Commons. SickKids touchpoint call. Call to G. Pestrin. Review of SickKids O/S AP and contemplated supplier payments. Discussion with A. Wannan re same.
02-Nov-2023	Upasana Nayak	.20	Attend to proof of claim received from Miller Waste Systems.
03-Nov-2023	Astrid St-Pierre	.60	Follow up with A. Kapoor re Service Canada + call employees for missing signatures and help with proof of claim.
06-Nov-2023	Akhil Kapoor	.60	Discussion re insurance coverage. Discussion and correspondence with Andrews Insurance re coverage issue. Discussion with A. Wannan and A. St-Pierre re excluding certain employees from WEPP.
06-Nov-2023	Astrid St-Pierre	1.90	Template for rehired employees WEPP payments.
06-Nov-2023	Matthew Lem	3.40	Various discussion with A. Wannan re First Gulf goods removal, scrap metal theft, AR collections, and asset list. Attend to correspondence re SickKids contract and work to be completed. Attend to correspondence from KPMG. Follow-up with CRA. Discussion with A. Wannan re chargeback to First Gulf. Discussion with M. Calisti and A Wannan re

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			SickKids scope work ricing to complete project. Email to Infinity re CNC machine.
06-Nov-2023	Upasana Nayak	.20	Discussions with A. Kapoor re utility requisition approval and HST account set-up.
07-Nov-2023	Akhil Kapoor	.70	Email correspondence with the Andrew's Insurance re BC assets. Update from A. St-Pierre regarding emails sent to the new set of employees for WEPP. Reviewing and discussing payment requisition for Alectra. Discussion regarding opening of RT02 account. Calls with the CRA officer and advising team to call CRA Business number and open the account since we have my CRA access. Discussion re the status of Enbridge account.
07-Nov-2023	Chahna Nathwani	1.20	Called CRA regarding RT02 account, sent request again via Fax to open RT02 account as per CRA direction. Was on call for 1 hours for verification completion for this request
07-Nov-2023	Matthew Lem	1.20	Attend Premises. Review file issues with A. Wannan. Attend to correspondence form J. Mighton of Bennett Jones. Discussion with A. Merskey re same, lien claims and AR. Review issue on jig claimed by 25 Ontario.
07-Nov-2023	Upasana Nayak	.70	Attend to utilities accounts. Call with CRA to open and RT02 account.
08-Nov-2023	Akhil Kapoor	.60	Attend to WEPP issues. Coordination with A. St-Pierre distribution of additional proof of claims to former employees for WEPP claim.. Receipt of WEPP rejections details from A. Wannan and discussion with A. St-Pierre re same. Update on the insurance quote from Andrew's Insurance based on his discussion with M. Lem.
08-Nov-2023	Matthew Lem	2.30	Attend Premises - Update discussion with A Wannan re HST and other file issues. Call with J. Mighton of Bennett Jones. Call with A. Merskey and A Wannan re AR review. Discussion with A. Wannan re same and AR collections.
08-Nov-2023	Upasana Nayak	1.80	Separate T4s to be emailed as attachment to individual recipients.
09-Nov-2023	Akhil Kapoor	1.20	Discussion with A. St-Pierre re status of employee rejections, proceeding towards emailing and registering the second set of employees with WEPP

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			and reminding Service Canada to resume servicing of WEPP applications. Discussion with Andrews Insurance re confirmation of coverage and payment of premiums. Attend to correspondence from creditors and former employees.
09-Nov-2023	Astrid St-Pierre	2.70	Attend to proof of claim confirmations through Service Canada platform
09-Nov-2023	Chahna Nathwani	.20	Received call from Element Materials Technology re: bankruptcy filing. Forward creditor/bankruptcy notice package.
09-Nov-2023	Matthew Lem	.70	Review of correspondence from PCL re SickKids. Various discussions and correspondence with A. Wannan re same and other. Review and adjust equipment list. Forward equipment list to State.
09-Nov-2023	Upasana Nayak	.40	Prepared cheque requisition for the invoice received from Andrew's insurance. And process payment.
10-Nov-2023	Akhil Kapoor	.60	Discussion with A. St-Pierre re WEPP rejections and missing expected employee claims. Email correspondence and calls with the employees re WEPP queries. Discussion re Service Canada's pause on WEPP applications and expected timelines to resume the processing of the applications
10-Nov-2023	Astrid St-Pierre	3.20	Enrolling 43 employees individually through Service Canada
10-Nov-2023	Chahna Nathwani	.30	Attend to creditor and employee WEPP claims received.
10-Nov-2023	Upasana Nayak	2.70	Record and save proof of claims received. Email T4s to workers individually - 114 emails sent.
13-Nov-2023	Akhil Kapoor	1.00	Multiple emails during the day with the former employees re their proof of claim, next steps on WEPP among others. Discussion and preparing a write up for Integro's WEPP and to take steps to written confirmation from the Ministry of Labour. Discussion with A. Wannan re employees eligible for WEPP.
13-Nov-2023	Astrid St-Pierre	4.50	Add D. Kau on Service Canada. Rehired employees proof of claim + shipping out emails to all individual employees
13-Nov-2023	Matthew Lem	3.80	Attend Premises. Update discussion with A. Wannan re file matters, including SickKids, and Portland

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Commons. Various discussions with M. Calisti and D, LeBlanc re SickKids. Discussions with M. Ferro re same. Discussion with G Pestrin re same. Prepare schedule of SickKids contract values and credit. Discussion with A. Wannan re discussion with A. Leonard of EllisDon re Portland Commons. Review Administrative Agreement received from CRA. Attend to calls/correspondence from potential purchasers. invoice follow-up with First Gulf.
14-Nov-2023	Akhil Kapoor	1.50	Finalizing the WEPP memo re employee eligibility. Discussion re employee claims/queries received/address change request Attend to forklift rental company re request to pick up its equipment.
14-Nov-2023	Matthew Lem	3.90	Attend Premises. Attend to call from CRA re RRSP vesting issue and administrative agreement. Attend to correspondence from Keymark and Cassels re lifting stay for lien. Forward Keymark lien application to KPMG. Attend call with PCL, together with M. Calisti and D, LeBlanc re SickKids - DOK contract and schedule for completing work. Discussion with G. Pestrin re same. Review draft DOK contract for SickKids. Call with M. Calisti, D. Leblanc and G. Pestrin re review DOK contract for SickKids.
15-Nov-2023	Akhil Kapoor	1.00	Various correspondence with employees re WEPP claims and submission requirements. Discussion re insurance payment with Andrews Insurance; attend to correspondence received.
15-Nov-2023	Astrid St-Pierre	.60	Review received proof of claim and confirm with Service Canada.
15-Nov-2023	Matthew Lem	1.10	Attend Premises. Attend to correspondence and discussions re meeting with State Window re AR reconciliation. Follow-up with SickKids contract. Attend to correspondence and discussion with A. Wannan re email from State of California. Review information for payments to staff hired. Approve insurance fee. Review accounting and postings.
16-Nov-2023	Akhil Kapoor	1.00	Emails with various employee correspondence re their queries and proof of claims for WEPP purposes. Discussion re pending employee DPSP matter.
16-Nov-2023	Astrid St-Pierre	1.70	Reviewing proof of claim/ confirming with Service Canada

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
16-Nov-2023	Chahna Nathwani	.90	Prepared receipt vouchers for cheques deposited on Nov 2, 2023, forwarded to M. Lem for approval, updated Ascend file, prepared transfer voucher from retainer to estate for paying invoices, prepared cheque requisition for Integro Employee Invoices, processed cheques in Ascend for signing, sent doc to M. Lem for approval, prepared packages and hand it over to M. Lem
16-Nov-2023	Matthew Lem	2.90	Approval of transfer of funds to pay staff utilized and other disbursements, pending AR collections. discussion with PCL re schedule of proposed contract and credit note re SickKids. Weekly call with PCL re SickKids project. Attend to correspondence received. Email to R. Jaipargas re follow-up re post bankruptcy deposits. Discussion with R. Jaipargas of BLG email on unvested DPSP contributions. Various discussion with A. Wannan re file matters.
17-Nov-2023	Akhil Kapoor	.70	Multiple calls and emails with 3 employees re their claims not accepted by Service Canada and investigating them. Receipt of signed WEPP proof of claims from A. Wannan representing 22 employees. Brief discussion re funds in the estate and Alectra and Enbridge invoices to be paid. Update on emailing T4 to employees and correspondence with A. Wannan re missing addresses. Discussion re payment of appraisal fees and employee expenses (working for MNP on temporary basis)
17-Nov-2023	Matthew Lem	1.80	Attend Premises. Attend to correspondence from First Gulf re Integro property at site and payment of removal costs. Discussions with A. Wannan re same and additional SickKids contract costs. Preparation of schedules for reporting to CRA and other stakeholders, including and interim R&D. Correspondence with N. Carvalho of State re arrange a call. Review of SickKids AR/Holdback collection estimate
17-Nov-2023	Upasana Nayak	.40	Call with Integro employee since their WEPP application was declined to missing proof of claim. I let them know that I will find more information and get back to them. Also, prepared cheque requisitions to pay for liquidation appraisal and requested for approval on the payment to Alectra outstanding.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
18-Nov-2023	Matthew Lem	.50	Review of correspondence from State Window re equipment. Discussion with State Window re purchasing equipment
20-Nov-2023	Akhil Kapoor	.40	Brief discussion with Ministry of Labour re employee WEPP eligibility issue. Discussion with A. St-Pierre re employee claims. Brief discussion with A. Wannan re WEPP claims.
20-Nov-2023	Matthew Lem	2.20	Attend Premises. Update discussion with A. Wannan re outstanding file issues. Review of various correspondence received. Review of accounts to be paid. Review bank account receipts of funds form First Gulf. Provide detail for transfer and positing entry. Discussion with A. Wannan re IBS Holdings. Attend to issues associated SickKids project and additional cost to complete/credit.
20-Nov-2023	Upasana Nayak	.60	Update discussion with M. Lem re Alectra deposit fee being waived. Updated cheque requisition re utilities payments.
21-Nov-2023	Akhil Kapoor	.30	Discussion with A. St-Pierre re update from Service Canada employee eligibility issue. Emails with A. Wannan re various file matters
21-Nov-2023	Matthew Lem	.20	Attend to coordinate inspectors meeting
22-Nov-2023	Akhil Kapoor	.10	Brief discussion with A. Wannan re certain AP matter and their invoices.
22-Nov-2023	Astrid St-Pierre	.80	Follow up Service Canada on rehired employees+ sorting new emails
22-Nov-2023	Chahna Nathwani	.40	Received call from former employee on WEPP claim, discussion with A. Kapoor on WEPP. Attend to proof of claim received.
22-Nov-2023	Matthew Lem	1.90	Follow-up with A. Coco re inspectors meeting. Attend to correspondence form State Window re use of extrusion die. Attend to various correspondence. Review of HST filing calculation and supporting materials. Discussion with A. Wannan re same
23-Nov-2023	Akhil Kapoor	.10	Emails with A. Wannan re WEPP employee proof of claims.
23-Nov-2023	Matthew Lem	3.60	Review correspondence re equipment quote on SickKids project. Attend to approve change order on SickKids for work completed and approved but not billed. Arrange for billing for same and other change

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			order previously signed off. Attend to call from R. Jaipargas of BLG re responding to correspondence on post-bankruptcy deposits and unvested DPSP funds. Weekly update call with PCL re SickKids. Update call with CRA re follow-up on DPSP, status of realizations and sale process for equipment. Assemble potential purchaser list. Call to B. Lyle re proposal to liquidate equipment. Call from M. Tamblyn of Torkin Manes re BC legal action.
23-Nov-2023	Upasana Nayak	.30	Prepare transfer and deposit voucher for payment received from First Gulf Inc. Transfer funds
24-Nov-2023	Akhil Kapoor	.50	Discussion with A. Wannan re WEPP eligibility for a couple of employees. Brief discussion re vested and unvested DPSP plans with RBC and employee queries. Attend to document for file employee WEPP eligibility issue.
24-Nov-2023	Astrid St-Pierre	1.90	Organizing mailbox of proof of claim from WEPP
26-Nov-2023	Matthew Lem	.50	Email to inspectors re agenda for meeting.
27-Nov-2023	Akhil Kapoor	.10	Attend to various correspondence received.
27-Nov-2023	Astrid St-Pierre	.60	Update on received proof of claim approval or denials from Service Canada.
27-Nov-2023	Matthew Lem	5.30	Attend meeting at State Window re preliminary review of AR position on State projects. Attend Premises. Review correspondence from PCL re SickKids. Discussion with A. Wannan re AR lien review memo. Attend to call from potential purchaser. Telephone conversation from B. Mutis re inspectors meeting. Review correspondence from B. Mutis re inspectors meeting and disclaiming lease. Call with J. Fiddick re counter claim legal proceeding. Attend to information request from inspector re disclaiming lease and other.
28-Nov-2023	Akhil Kapoor	.20	Continued discussions re Integro WEPP applications, new proof of claims received. Attend to call from former employee.
28-Nov-2023	Matthew Lem	2.30	Preparation of draft notices of disclaimer of lease. Review and respond to various correspondence from inspector. Various discussions with A. Wannan re same and information required. Email to Cassels re waiver language.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
29-Nov-2023	Akhil Kapoor	.20	Emails with an employees re WEPP claim and email with A. Wannan re DPSP.
29-Nov-2023	Matthew Lem	2.80	Review draft and adjust draft landlord/proposed tenant waivers. Discussion with A. Merskey re same. Various correspondence re same. Various discussion with A. Wannan re file matters and waivers. Correspondence with B. Mutis re inspectors meeting. Prepare draft minutes for inspectors meeting and forward same. Convene inspectors meeting. Execute minutes and forward to inspector. Call to G. Pestrin re SickKids.
29-Nov-2023	Upasana Nayak	.80	Correspondence with A. Wannan re missing employee email addresses for sending T4. Provided an excel sheet with the email addresses we did have. Also followed about ebill received from Enbridge being pre-receivership. Prepared cheque requisitions to pay Enbridge and both Alectra accounts.
30-Nov-2023	Akhil Kapoor	.20	Attend to correspondence from creditor.
30-Nov-2023	Matthew Lem	.60	Issue Disclaimer of Leases. Correspondence with inspector re same and waivers. Various discussions with A. Wannan. Correspondence with inspector re same. Call with B. Lyle re further equipment inspection.
30-Nov-2023	Upasana Nayak	.30	Attend to former employee request for T4. Attend to information received on Enbridge regarding pre-receivership invoice.
01-Dec-2023	Akhil Kapoor	.30	Discussion re WEPP denials for a few employees and investigating reasons for the same. Discussion re new WEPP applications for a couple of employees.
01-Dec-2023	Astrid St-Pierre	1.70	Revision of proof of claim, sending package to employees. Communicating with employees and confirming proof of claim with Service Canada.
01-Dec-2023	Lisa Visconti	.10	Preparation of monthly bank reconciliation for trust account.
01-Dec-2023	Matthew Lem	4.60	Preparation of Invitations for Offer package. Discussion with A. Wannan re same and equipment list. Send out package to parties who contacted the Trustee
03-Dec-2023	Matthew Lem	.90	Attend to additional emails re sale process solicitation.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
04-Dec-2023	Akhil Kapoor	.50	Call with an employee re WEPP claim denial. Discussion with A. Wannan re change in eligibility of employees for WEPP.
04-Dec-2023	Astrid St-Pierre	.20	Response to employee inquiries.
04-Dec-2023	Matthew Lem	2.50	Attend to call from potential purchaser. Update discussion with A. Wannan re State AR, SickKids, sale process inspections. Attend to call from CRA re trust examine, DPSP issue and provide update on realizations, and sale process. Email to R. Jaipargas of BLG re CRA position on unvested DPSP funds. Attend to various correspondence re sale process and other file matters. Review proposal from Infinity Asset. Respond to same for additional details. Attend to mail correspondence received. Attend to agreement.
05-Dec-2023	Akhil Kapoor	.30	Discussion re filing of post bankruptcy returns. Discussion re WEPP denials and calls from A. Wannan and other employees.
05-Dec-2023	Astrid St-Pierre	.50	Follow up on employee to verify enrollment.
05-Dec-2023	Matthew Lem	3.40	Attend Premises. Correspondence with Inspector. Discussion with Inspector re reschedule meeting. Discussion with B. Mutis of RBC re its position on unvested funds. Briefly meet with Corporate Assets re review assets. Attend to former employee inquiry. Discussion with G. Pestrin re SickKids and other files issues. Review of correspondence re addition valuation of assets, scrap mental and Anx materials to be sold.
05-Dec-2023	Upasana Nayak	.60	Attend to HST returns filings. Mail payroll information to Service Canada.
06-Dec-2023	Akhil Kapoor	.30	Discussion with A. St-Pierre re status update on Integro's WEPP filing, proof of claim received, forms submitted to Service Canada and related matters. Communication with various employees re WEPP matters.
06-Dec-2023	Astrid St-Pierre	3.10	Confirming rehired employees proof of claim with Service Canada- organize WEPP mailbox
06-Dec-2023	Matthew Lem	2.10	Discussion with Corporate Assets re proposal on assets. Discussion wit Platinum Assets re proposal offer. Review comments on agreement from Cassels. Forward same to State. Review of SickKids reconciliation from PCL. Discussion with A. Wannan

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			to reconcile same. Attend to correspondence coordinating a call with State Window.
07-Dec-2023	Akhil Kapoor	.60	Discussion with A. Wannan re DPSP issue. Discussion re employee's WEPP denial. Discussions with former employees re WEPP, DPSP issues.
07-Dec-2023	Matthew Lem	1.80	Various discussions and correspondence with A. Wannan re file issues, including Anx embeds and SickKids. Attend weekly update call with PCL re SickKids. Correspondence with Cassels re funding issues if CRA is paid out. Attend to call from G. Pestrin re E. Kracko, former director. Call to E. Kracko. Attend to call from CRA re trust examination. Call with G. Pestrin and N. Carvahlo of State Window re Portland Commons and other matters.
08-Dec-2023	Upasana Nayak	.40	Reviewed Alectra payments made and spoke to Alectra to resolve issues.
11-Dec-2023	Akhil Kapoor	.10	Discussion with A. Wannan re CRA trust exam and other matters
12-Dec-2023	Akhil Kapoor	.20	Discussion with A. St-Pierre re certain WEPP claims received and emails with A. Wannan re certain matters incl. DPSP and others
12-Dec-2023	Matthew Lem	2.80	Review correspondence from PCL re SickKids and Liens. Update call with P. Chiasson re Chaffold. Discussion with Cassels re inspectors meeting and Keymark request. Convene inspector meeting. Call from CRA re HST ITC claw back. Attend to creditor email. Attend to minutes of inspector meeting.
12-Dec-2023	Upasana Nayak	.10	Enter and save proof of claim from Fortis BC.
13-Dec-2023	Matthew Lem	1.80	Various update discussions with A. Wannan re inspections for sale process, SickKids and other. Call with G. Pestrin re SickKids and Portland Commons. Call with Cassels. Discussions with A. Merskey re Keymark. Discussion with A. Wannan re same. Correspondence with A. Merskey and creditor re request for consent to lift stay to register lien. Finalize minutes. Forward to inspector for review and approval. Correspondence with E. Kracko.
13-Dec-2023	Upasana Nayak	.20	Sent creditor's package to WorkSafe BC as requested. Review and enter employee proof of claim
14-Dec-2023	Akhil Kapoor	.80	Discussion re plan of action to deal with WEPP denials, preparing a list of all employees, tracking

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			them into completed, in progress and denial cases, requesting A. Wannan to combine all rejections in one email and related matters. Also, obtaining 1 month extension for completing WEPP
14-Dec-2023	Astrid St-Pierre	1.50	Communication with A. Wannan+ reviewing file for denied proof of claim
14-Dec-2023	Matthew Lem	.20	Review invoice received from State re 25 Ontario labour. Attend to weekly PCL call re SickKids.
14-Dec-2023	Upasana Nayak	.10	Process cheques for Enbridge and Alectra.
14-Dec-2023	Yujun Liu	2.50	Sent T4 to the company's former employees
15-Dec-2023	Matthew Lem	.80	Various discussions and correspondence with A. Wanna re files issues, including preparation for CRA trust exam and document requests, bidders and inspections, State invoice for labour.
15-Dec-2023	Upasana Nayak	.10	Review and enter proof of claim received from former employee.
15-Dec-2023	Yujun Liu	3.00	Sent T4s to Integro's former employees by emails
17-Dec-2023	Upasana Nayak	.10	Record and save proof of claim from Douglas Recruitment.
18-Dec-2023	Akhil Kapoor	.30	Review and discussion with A. St-Pierree WEPP tracker. Emails with A. St-Pierre and A. Wannan re collating all the WEPP letters received from Service Canada
18-Dec-2023	Astrid St-Pierre	1.90	Up[date WEPP tracker for approved/denied proof of claim
18-Dec-2023	Matthew Lem	.90	Correspondence and discussions with A. Wannan re file issues, including SickKids, PCL, Tivitec account and offers/site inspections. Attend to correspondence from Cassels re Keymark and call with BLG. Attend to correspondence from R. Jaipargas re meeting.
18-Dec-2023	Upasana Nayak	.20	Review and enter proof of claim from Minister of Finance. Update file re notice of WEPP status received.
19-Dec-2023	Akhil Kapoor	.10	Review of proof of claims from creditors.
20-Dec-2023	Akhil Kapoor	.20	Emails relating to WEPP denials, and discussion with team re payment of various utility invoices.
20-Dec-2023	Astrid St-Pierre	.50	Confirming more payment approvals for WEPP tracker.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
20-Dec-2023	Matthew Lem	2.80	Call Wirth BLG and KPMG, together with Cassels. Attend to correspondence from potential bidders. Various discussions with A. Wannan re file issues, including the sale process and potential bidder inquiries and former director. Review correspondence from J. Fiddick. Forwards same to Cassels. Discussion with State Window re submission of offer.
21-Dec-2023	Akhil Kapoor	.10	Attend to call from potential purchaser and directed them to A. Wannan. Internal discussion about the above and for my CRA access
21-Dec-2023	Matthew Lem	3.20	Attend premises. Meet with CRA trust examiner. Attend to various issues related to My Business Account in order to file HST returns and upload documents. Various discussions with A. Wannan re file issues including sale process and potential bidders and SickKids receivable. Attend weekly PCL call re SickKids. Discussion with G. Pestrin re PCL and equipment required. Attend to correspondence re Integro Trademark. Attend to calls and correspondence from potential bidders
22-Dec-2023	Matthew Lem	2.90	Attend Premises. Review of bids received. Review of outstanding issues with A. Wannan. Call to G. Pestrin re SickKids. Further review of bids received. Review and adjust schedule of bids received. Call to State Window re bid.
22-Dec-2023	Upasana Nayak	.10	Provide update on client Rep ID access issue.
27-Dec-2023	Akhil Kapoor	.10	Emails re employee queries in T4/WEPP.
27-Dec-2023	Matthew Lem	2.10	Update and revise bid summary analysis for equipment. Call to CRA. Follow-up email to State Windows re offer. Approve disbursements for utilities. Update discussion with Inspector, B. Mutis.
27-Dec-2023	Upasana Nayak	.40	Received email from former employee re T4.. Prepared deposit voucher for cheque received from Durabuilt re offer deposit.
27-Dec-2023	Yujun Liu	.90	Call to Enbridge Gas re final accounting and outstanding amounts.
28-Dec-2023	Akhil Kapoor	.10	Discussion re employee queries on DPSP and HST return to be filed
28-Dec-2023	Matthew Lem	.50	Call to CRA. Correspondence with A. Wannan re HST filing. Call with J. Dietrich re CRA trust examine and

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			review offers. Forward copy of State Window's offer to Cassels. Call to J. Mighton of Bennett Jones.
29-Dec-2023	Matthew Lem	.20	Discussion with J. Mighton of Bennett Jones re State Window offer. Forward copy of same.
02-Jan-2024	Akhil Kapoor	.40	Calls and emails with F. Worm, former employee re DPSP balance. Update discussion with A. Wannan. Attend to creditor emails. Discussion with Alectra invoices. Brief discussion re HST returns to be filed for Integro and steps involved.
02-Jan-2024	Astrid St-Pierre	.90	Proof of claim confirmation + contacting employee
02-Jan-2024	Matthew Lem	1.90	Attend Premises. Various discussions with A. Wannan and D, LeBlanc re SickKids equipment costs and email from M. Calisti. Various discussions with A. Wannan re files issues, including Westbank removal of equipment, TIP trailers, scrap metal, sale of tape for 88 Queen St. Call and email to CRA re equipment offers. Discussion with C. Nathwani re CRA access issues. Attend to bidder inquiries on status of offers. Approve payments to utilities.
02-Jan-2024	Upasana Nayak	.70	Attend to pay final utilities accounts.
03-Jan-2024	Akhil Kapoor	.10	Attend to WEPP matters.
03-Jan-2024	Astrid St-Pierre	2.20	Contacting A. Middleton + updating received proof of claim
03-Jan-2024	Chahna Nathwani	.80	Review and enter proof of claim received. Follow-up with CRA Business on error message on submitting the documents for Trust examination.
03-Jan-2024	Matthew Lem	2.10	Follow-up with A. Wannan re SickKids equipment cost issue. Approve disbursements and review/reconcile Alectra account. Discussions with R. Tegelaar of CRA re approval of offer. Email to CRA to confirm same. Attend to call from OSB re former employee and WEPP claim. Correspondence with staff re same. Follow-up re CRA access issues. Review of various correspondence received.
04-Jan-2024	Chahna Nathwani	.30	Review and enter proof of claim.
04-Jan-2024	Matthew Lem	2.90	Various discussions with A. Wannan re file issues including SickKids AR, CRA access and T4 filing, sale process, State Window AR and other. Assemble and send information on offers to B. Mutis for e review

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			and in order to seek inspector approval and RBC consent. Respond to email from KPMG.
04-Jan-2024	Sheldon Title	.40	Review of offers with M. Lem and discussion concerning release of information to secured creditor.
04-Jan-2024	Upasana Nayak	.60	Review Alectra invoice received for 2nd account and email Alectra re the accounts. Attend to HST remittance.
05-Jan-2024	Akhil Kapoor	.20	Attend to calls from employees re DPSP.
05-Jan-2024	Astrid St-Pierre	.20	Attend to WEPP administration matters
05-Jan-2024	Matthew Lem	.10	Attend to correspondence from KPMG. Attend to correspondence from P. Chiasson. Approve payment of utilities.
05-Jan-2024	Upasana Nayak	.10	Attend to email received re T4 from former employee.
08-Jan-2024	Akhil Kapoor	.40	Emails and calls with former employees re WEPP claim issues. Attend to emails from former employees re T4 concerns.
08-Jan-2024	Lisa Visconti	.30	Preparation of monthly bank reconciliation for trust account
08-Jan-2024	Matthew Lem	1.60	Attend to correspondence from State Window re Scrap metal. Discussions with A. Wannan re same and other file matters, notify parties of status of offers and return of deposits as applicable. Attend to call from liquidators re same. Call to B. Mutis.
08-Jan-2024	Upasana Nayak	.30	Draft letter to be sent when returning offer deposit.
09-Jan-2024	Akhil Kapoor	.20	Update discussion with A. St-Pierre re overall status of the WEPP administration. Attend to information required by Service Canada re employee EI claims. Discussion regarding T4 queries from a former employee. Discussion with A. Wannan re ineligible 3rd party claim.
09-Jan-2024	Upasana Nayak	.70	Attend to return of offer deposit to Corporate Assets.
10-Jan-2024	Akhil Kapoor	.40	Discussion with A. St-Pierre re information request from Service Canada re former employees. Emails re final WEPP emails.
10-Jan-2024	Astrid St-Pierre	.40	Contact Service Canada re information request for EI for former employee.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
10-Jan-2024	Matthew Lem	3.10	Review correspondence from B. Mutis. Correspondence with J. Dietrich re same. Discussion with S. Title re RBC, inspector and next steps. Return call to P. Patel of KPMG. Review draft form of APA and forward same to Cassels. Discussion with J. Dietrich of Cassels re RBC and Inspector position on sale transactions. Review the Trustee's correspondence with Inspectors and RBC/KPMG and prepare draft response to B. Mutis. Review comments on same from S. Title and Cassels. Finalize and send response to B. Mutis. Coordinate return of offer deposits. Call to P. Patel of KPMG.
10-Jan-2024	Sheldon Title	.90	Discussions with M. Lem re review/consideration of Inspectors email, revisions to proposed draft. Further call on final version of response.
10-Jan-2024	Upasana Nayak	.80	Attend to WEPP letters received. Mail employee information to Service Canada as requested.
11-Jan-2024	Matthew Lem	1.20	Discussion with J. Dietrich. Discussion with P. Patel of KPMG re RBC's position on proposed sale to State Window and other matters. Discussion with J. Sugar of Workingman Capital re status of offer and discussed the sale process and other.
11-Jan-2024	Upasana Nayak	.40	Attend to return of offer deposit to Durabuilt. Attend to other file matters.
12-Jan-2024	Matthew Lem	2.10	Update discussion with Cassels re RBC response on sale approval. Discussion with Bankruptcy Court re jurisdiction to hear AVO motions. Follow-up discussion with J, Dietrich re same. Review and provide comments on draft APA from Cassels. Follow-up email to KPMG.
15-Jan-2024	Akhil Kapoor	.10	Brief discussion re new lease signed by State for Integro's premises and Enbridge's note about the new account
15-Jan-2024	Matthew Lem	2.20	Discussions with S. Title and J. Dietrich re 2nd meeting of creditors to appoint new inspector and seek creditor input on sale. Update discussion with CRA.
15-Jan-2024	Sheldon Title	1.00	Discussions with M. Lem on various issues concerning meeting of creditors and sale of equipment.
16-Jan-2024	Akhil Kapoor	.20	Call with a former employee re DPSP and T4. Discussion with A. Wannan re other file matters.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
16-Jan-2024	Astrid St-Pierre	1.10	Phone call and confirmation of proof of claim
16-Jan-2024	Matthew Lem	3.30	Update discussion with N. Carvalho re State's offer for equipment and contemplated 2nd meeting of creditors. Discussion with CRA re 2nd meeting of creditors and desire to nominate an inspector. Initial preparation of 2nd meeting notice package. Discussion with A. Hoy re APA. Discussions with A. Wannan re file matters including SickKids
17-Jan-2024	Akhil Kapoor	.20	Email correspondence with a creditor re their proof of claim. Discussion with A. Wannan re similar matters and the WEPP status (only a few employees left now). Also, confirmation from Enbridge about setting up a new account for State Windows. Email from an employee regarding WEPP payment not received and resolving it internally.
17-Jan-2024	Chahna Nathwani	2.40	Attend to review claims in preparation for creditors meeting.
17-Jan-2024	Matthew Lem	6.60	Various discussions and correspondence with A. Wannan re file matters, including inventory sales and SickKids. Preparation of second creditors meeting notice package. Forward same to S. Title. Review and adjust notice package based on comments from S. Title. Forward update notice package to Cassels for comments.
17-Jan-2024	Sheldon Title	1.30	Review of draft notice calling second meeting and comment thereon
18-Jan-2024	Akhil Kapoor	.20	Discussion with A. Wannan regarding form 74 received from a creditor and to verify if the asset required to be picked up is a 3rd party asset or Integro's asset. Email correspondence with a creditor about his o/s balance and he informed that he would file a lien
18-Jan-2024	Chahna Nathwani	3.80	Working on claim register and proxy list. Scheduling a second creditor's meeting; Attend to proof of claim recieved.
18-Jan-2024	Matthew Lem	.80	Discussions and correspondence with A. Wannan re file matters including SickKids, inventory sales. Attend to forms for scrap metal sales. Review comments on notice package from Cassels. Update 2nd creditors meeting notice package re same and other.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
19-Jan-2024	Akhil Kapoor	.20	Discussion with A. Wannan re Form 74 received. Discussion with team re WEPP updated tracker.
19-Jan-2024	Chahna Nathwani	5.10	Teams call with M. Lem on creditor's list. Attend to claims register. Email exchanges A St-Pierre re WEPP tracker.
19-Jan-2024	Matthew Lem	3.20	Finalize materials and send notice and package for second meeting of creditors. Coordination with C. Nathwani of sending notices by facsimilia. Various discussions and correspondence with A. Wannan re various file matters, including SickKids. Inventory sales, scrap, etc.
22-Jan-2024	Akhil Kapoor	.20	Discussion with team re T4s. Discussion re WEPP letters received from Service Canada and to forward them to A. St-Pierre. Discussion with an employee (Cynthia) re their concerns about WEPP filing and related matters
22-Jan-2024	Matthew Lem	1.20	Forward notice of 2nd meeting of creditors to counsel for State Windows. Various discussions with A. Wannan re file matters. Attend to correspondence from KPMG re request updates. Attend to posting of receipts for sales. And return of wire. Authorize wire to return deposits to Corporate Assets.
22-Jan-2024	Upasana Nayak	.90	Prepare receipt voucher for direct deposit received from Westbank Holdings Ltd. Prepare vouchers for direct deposits and cheque received from state window. Attend to accounting posting.
23-Jan-2024	Matthew Lem	1.30	Various discussions and correspondence with RBC Advantage and A. Wannan re DPSP release for vested members
23-Jan-2024	Upasana Nayak	.20	Record and save wire payment made. Review invoice received from Enbridge for a credit on the account.
24-Jan-2024	Astrid St-Pierre	.90	Follow up with employee re proof of claim. Updating and sending tracker
24-Jan-2024	Chahna Nathwani	.20	Updated Ascend file as per CRA's letter, saved a breakdown on proof of claim amts in folder
24-Jan-2024	Matthew Lem	2.10	Attend to correspondence from J. Mighton re 2nd Meeting of inspector. Discussion with A. Wannan re file issues, including SickKids, 489 King Purchased Goods, DPSP release for vested employees, records. Review of correspondence. Attend to issues on DPSP release of funds for vested members. Review

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			information received from CRA re original property/deemed trust claim. Preparation of report to Court.
25-Jan-2024	Chahna Nathwani	1.00	Called the trust examiner re: CRA online access issue; Called CRA insolvency dept regards to online access issues .
25-Jan-2024	Matthew Lem	.80	Attend to correspondence from L. Costa of RBC re DPSP. Call to A. Wannan. Attend premises. Meet with A. Wannan re outstanding issues.
26-Jan-2024	Akhil Kapoor	.10	Discussion re HST return to be filed and L2 access. Discussion re T4 queries raised by an employee.
26-Jan-2024	Chahna Nathwani	.40	Prepared cheque requisition for Alectra, processed cheque and sent
28-Jan-2024	Matthew Lem	1.50	Attend to correspondence from E. Kracko re Summons. Review BIA re Stay. Attend to letter of direction for vested members. Preparation of report to court
29-Jan-2024	Matthew Lem	5.20	Attend to correspondence re legal action by Torcan and Up & Down Lifts. Correspondences with Cassels re same. Prepare letter to First Gulf re information request. Discussion with A. Wannan re same. Preparation of report to Court
29-Jan-2024	Upasana Nayak	.50	Prepare receipt voucher for deposit received from State Window. Prepare cheque requisition for second Alectra account.
30-Jan-2024	Chahna Nathwani	.40	Review and enter proof of claim received. Draft affidavit of mailing for fax (second meeting notice)
30-Jan-2024	Matthew Lem	11.40	Preparation of first report to Court
31-Jan-2024	Chahna Nathwani	2.80	Second meeting of creditors attended with M. Lem, Prepared attendance list, finalize affidavits for fax and email and forward to M. Lem for commissioning. Preparation of draft minutes to second meeting of creditors
31-Jan-2024	Matthew Lem	5.20	Preparation for meeting creditors. Convene second meeting of creditors. Call to inspector to arrange a meeting. Forward documents on sale for consideration to inspector.
31-Jan-2024	Sheldon Title	1.70	Second partner review of first report to Court

SUMMARY OF TIME CHARGES

Professional	Average Hourly Rate	Hours	Amount
Lem, Matthew - Partner and Senior Vice President	\$ 685.00	246.30	\$168,715.50
Title, Sheldon - Partner and Senior Vice President	\$ 685.00	5.30	3,630.50
Akhil Kapoor - Manager and Vice President	\$ 495.00	110.20	54,549.00
Yujun Liu - Consultant	\$ 362.00	6.40	2,316.80
Chahna Nathwani - Senior Administrator	\$ 264.00	61.10	16,130.40
Upasana Nayak - Senior Administrator	\$ 258.66	22.10	5,716.40
Astrid St-Pierre - Senior Administrator	\$ 205.00	58.30	11,951.50
Shuang Lin - Senior Administrator	\$ 249.00	2.50	622.50
Mathieu Gascon - Senior Administrator	\$ 249.00	0.30	74.70
Lisa Visconti - Administrator	\$ 177.00	0.40	70.80
TOTAL		512.90	\$263,778.10

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF SHELDON TITLE
SWORN FEBRUARY 14, 2024**

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

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

Appendix “O”

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

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

**AFFIDAVIT OF JANE DIETRICH
(sworn February 14, 2024)**

I, Jane Dietrich, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer qualified to practice law in Ontario and a Partner¹ with Cassels Brock & Blackwell LLP (“**Cassels**”), counsel for MNP Ltd., in its capacity as the appointed Licensed Insolvency Trustee (the “**Trustee**”) of the bankrupt estate of Integro Building Systems Inc. (the “**Company**”). As such, I have knowledge of the matters to which I depose.
2. During the period from August 31, 2023 to January 31, 2024, Cassels incurred fees and disbursements, including HST, in the amount of \$77,520.15. Particulars of the work performed are contained in the invoices (the “**Invoices**”) attached hereto and marked as **Exhibit “A”** to this affidavit.
3. Attached as **Exhibit “B”** is a schedule with tables summarizing each Invoice in Exhibit “A”, including the total billable hours charged per Invoice, the total fees charged per Invoice and the average hourly rate charged per Invoice. The average hourly rate charged by Cassels is \$686.85.

¹ My services are provided through a professional corporation.

4. Attached as **Exhibit "C"** is a schedule summarizing the respective years of call and billing rates of each individual at Cassels who acted for the Trustee, as the case may be.

5. To the best of my knowledge, the rates charged by Cassels throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services, and the rates charged by Cassels for services rendered in similar proceedings.

6. I make this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of counsel of the Trustee, and for no other or improper purpose.

SWORN BEFORE ME by video conference on this 14th day of February 2024. The affiant and I both were located the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

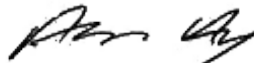


A commissioner for Taking Affidavits
(or as may be)

JANE DIETRICH

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

This is Exhibit "A" referred to in the affidavit of Jane Dietrich, affirmed before me by videoconference on February 14, 2024 in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

EXHIBIT "A"

**True Copies of the Invoices issued to the Trustee
for fees and disbursements incurred by
Cassels Brock & Blackwell LLP**

Cassels

MNP Ltd.
640 5th Avenue SW, Suite 1500
Calgary, AB T2P 3G4

Invoice No: 2213802
Date: October 10, 2023
Matter No.: 049076-00023
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Integro Building Systems Inc.

Fees for professional services rendered up to and including September 30, 2023

Our Fees	29,725.00
Disbursements	267.42
Total Fees and Disbursements	29,992.42
HST @ 13.00%	3,890.51
TOTAL DUE (CAD)	33,882.93

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: *Email payment details to payments@cassels.com*

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2213802
Matter No.: 049076-00023
Amount: **CAD 33,882.93**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Aug-31-23	J. Dietrich	Discussion with M. Lem and A. Merskey regarding background and urgent issues;	0.50
Aug-31-23	A. Merskey	Call with M Lem regarding insolvency background, reviewing related documentation; consider next steps and instructions to A Hoy regarding preparing for same;	0.80
Aug-31-23	A. Hoy	Initial debrief with A. Merskey on file and review of background matters;	0.20
Sep-01-23	J. Dietrich	Discussion regarding status with M. Lem and A. Merskey;	0.50
Sep-01-23	A. Merskey	Further review of statement of affairs and background documentation, review and consider trust issues, call with M. Lem continuing kick off discussion;	2.20
Sep-01-23	G. Brown	Confer with A. Merskey on trust priorities interpretation;	0.20
Sep-01-23	A. Hoy	Review of Construction Act and ITA trust principles;	0.20
Sep-05-23	A. Merskey	Emails and follow up on Royal Bank request and trust issues, consider issues for inventory notices and sub-lease, instructions to A. Hoy regarding preparation of same; emails and call with Osler regarding View Construction;	1.30
Sep-05-23	A. Hoy	Discussion with A. Merskey regarding preparation of letters to contractors & drafting lease; preparing draft letter regarding removal of purchased goods;	1.50
Sep-05-23	J. Dietrich	Exchange of emails regarding status with A. Merskey;	0.40
Sep-06-23	A. Hoy	Update draft letter regarding removal of purchased goods from Debtor's premises; preparing Occupation Agreement draft;	1.10
Sep-07-23	A. Hoy	Prepare Occupation Agreement base document; review of subordination and postponement agreements regarding potential s 81.3 BIA claims;	2.90
Sep-07-23	A. Merskey	Emails and calls with various suppliers and M. Lem; review lease and property issues; emails regarding security issues;	1.70
Sep-07-23	K. Williams	Discussions in connection with subordination agreements and s. 81.3 of the BIA subrogation claims;	0.40
Sep-07-23	J. Dietrich	Email exchange regarding security and work permit issues;	0.20
Sep-08-23	K. Williams	Begin review of security in connection with security opinion;	1.10
Sep-08-23	K. Williams	Emails and discussions in connection with subordinations;	0.20
Sep-08-23	A. Merskey	Emails regarding supplier requests, security analysis, review same;	0.40
Sep-11-23	S. Di Francesco	Provided advice regarding work authorization following bankruptcy;	0.30
Sep-11-23	A. Long	Conducting online IP due diligence searches in Canada for all trademarks, patents, copyright and industrial designs held by Integro Building Systems Inc.; compile search results and forward same to working group;	0.50
Sep-11-23	A. Slota	Receive and review instructions; attend to Ontario, British Columbia and federal corporate due diligence searches in respect of Integro Building Systems Inc.; obtain copies of	1.10

Date	Name	Description	Hours
		corporate documents; review initial search results and prepare summary report with respect to same; correspondence with working group, in respect of same;	
Sep-11-23	A. Glover	Summarize PPSA search results for K. Williams; revise Integro Building Systems Security Review Opinion Letter for K. Williams;	3.90
Sep-11-23	J. Dietrich	Discussion regarding work permit and RBC security;	0.50
Sep-11-23	A. Merskey	Diarize creditor meeting; review draft occupancy agreement and consider requirements for same; follow up on supplier issues; receive and review lien claim;	0.70
Sep-11-23	K. Williams	Emails and discussions in connection with searches; continue review of security and begin draft security opinion;	4.10
Sep-12-23	K. Williams	Prepare further revisions to opinion; review additional search results;	1.00
Sep-12-23	A. Hoy	Revise and update Occupancy Agreement draft; correspondence with Real Estate team regarding review of Occupancy Agreement draft; review of potential Consent to Sublease base documents;	2.50
Sep-12-23	A. Slota	Attend to ongoing Ontario corporate due diligence searches in respect of Integro Building Systems Inc. and Integro IBS Holdings Inc.; obtain copies of corporate documents; review balance of all search results and finalize summary report with respect to same;	0.70
Sep-12-23	A. Khajetoorian	Review of Occupancy Agreement prepared by A. Hoy;	0.30
Sep-12-23	A. Glover	Cross-check summary of PPSA search results against new results for K. Williams;	0.80
Sep-13-23	A. Merskey	Emails regarding leasing issues, inventory letter revisions, consider issues regarding same;	0.40
Sep-13-23	J. Dietrich	Mark up of security review and discussion regarding same;	0.50
Sep-13-23	K. Williams	Discussions with Cassels lawyers in connection with security opinion; revise same;	1.50
Sep-13-23	A. Khajetoorian	Review of Occupancy Agreement prepared by A. Hoy;	0.80
Sep-13-23	A. Hoy	Research regarding ability to transfer the Lease without consent under s 38(2) of the CTA; review of Occupation Agreement and revising; update letter regarding removal of goods;	2.90
Sep-14-23	A. Merskey	Call with M. Lem regarding supplier demands, inventory notices and lease issues; review draft occupancy agreement;	0.40
Sep-15-23	A. Hoy	Finalizing Opinion Letter;	0.20
Sep-15-23	K. Williams	Finalize and render opinion;	0.20
Sep-18-23	A. Merskey	Receive and review various supplier correspondence, follow up on same, follow up on leasing issues, review draft occupation agreement, directions to A. Hoy regarding same; brief review of 1st Report for background purposes;	1.20
Sep-18-23	J. Dietrich	Email to M. Lem; review of draft report to creditors and	0.60

Date	Name	Description	Hours
		comments on same; discussion with M. Lem;	
Sep-18-23	A. Hoy	Revise Occupation Agreement for 8811 Huntington Road;	0.90
Sep-19-23	A. Merskey	Emails from suppliers, updates on creditor meeting;	0.20
Sep-19-23	J. Dietrich	Discussion with M. Lem; review of final report; attend first meeting of creditors;	1.40
Sep-21-23	A. Merskey	Receive and review View motion record, emails regarding same;	0.40
Sep-22-23	A. Merskey	Various emails regarding supplier removal steps; review View motion materials, consider provisions of BC Lien act, call to M. Lem and emails regarding same;	1.80

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Merskey, Alan	Partner	11.50	935.00	10,752.50
Di Francesco, Stefanie	Partner	0.30	685.00	205.50
Dietrich, Jane	Partner	4.60	945.00	4,347.00
Williams, Kori	Partner	8.50	765.00	6,502.50
Brown, Graham	Partner	0.20	695.00	139.00
Khajetoorian, Armen	Partner	1.10	735.00	808.50
Hoy, Alec	Associate	12.40	420.00	5,208.00
Long, Amanda	Law Clerk / Paralegal	0.50	330.00	165.00
Slota, Alex	Law Clerk / Paralegal	1.80	365.00	657.00
Glover, Anna	Law Student	4.70	200.00	940.00
Total (CAD)		45.60		29,725.00

Our Fees 29,725.00

HST @ 13.00% 3,864.25

TOTAL FEES & TAXES (CAD) 33,589.25

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Electronic Due Diligence 65.42

Total Non-Taxable Disbursements 65.42

Taxable Disbursements

Electronic Due Diligence 187.00

Insolvency/Bankruptcy Search 15.00

Total Taxable Disbursements 202.00

HST @ 13.00%	26.26
Total Taxable Disbursements & Taxes	<u>228.26</u>

TOTAL DISBURSEMENTS & TAXES (CAD)	293.68
--	---------------

TOTAL FEES	29,725.00
TOTAL DISBURSEMENTS	267.42
TOTAL TAXES	3,890.51
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	<u>33,882.93</u>

Cassels

Attn: Matthew Lem
MNP Ltd.
640 5th Avenue SW, Suite 1500
Calgary, AB T2P 3G4

Invoice No: 2216847
Date: November 08, 2023
Matter No.: 049076-00023
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Integro Building Systems Inc.

Fees for professional services rendered up to and including October 31, 2023

Our Fees	7,092.50
HST @ 13.00%	922.03
TOTAL DUE (CAD)	8,014.53

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: *Email payment details to payments@cassels.com*

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2216847
Matter No.: 049076-00023
Amount: **CAD 8,014.53**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Oct-03-23	A. Merskey	Consider issues for indemnity agreement, instruction to A. Hoy regarding same, review draft agreement, related emails;	0.30
Oct-03-23	A. Hoy	Draft Indemnity Agreement;	1.70
Oct-04-23	A. Hoy	Revising Indemnity Agreement;	0.40
Oct-04-23	A. Merskey	Call with M. Lem regarding set off and construction trust issues, review applicable legislation, consult with G. Brown, related emails; review indemnity agreement, emails and call with M. Lem regarding same;	1.30
Oct-04-23	G. Brown	Confer with A. Merskey regarding set-off rights as between projects;	0.40
Oct-05-23	A. Merskey	Revise indemnity, related emails;	0.20
Oct-06-23	A. Merskey	Emails and follow up on indemnity issues;	0.20
Oct-10-23	A. Merskey	Receive and review indemnity revisions, related emails; emails regarding lien lift stay, considering same;	0.40
Oct-11-23	A. Merskey	Call from M. Farace, emails and calls regarding indemnity agreement; emails with construction lien counsel and review motion record;	0.70
Oct-12-23	G. Brown	Review PCL email regarding payment to facilitate release of holdback and confer with A. Merskey regarding same;	0.20
Oct-12-23	A. Merskey	Review and consider PCL lien issue, related emails; emails regarding First Gulf steps;	0.30
Oct-13-23	A. Hoy	Prepare Release document for First Gulf regarding removal of goods;	1.10
Oct-16-23	A. Merskey	Call from M. Lem regarding equipment lease, deficiencies priorities; related emails and analysis;	0.80
Oct-16-23	A. Hoy	Review of CNC Lease documents & priority questions;	1.40
Oct-18-23	A. Merskey	Confer with G. Brown regarding warranty reserve, related email;	0.20
Oct-18-23	G. Brown	Confer with A. Merskey regarding warranty retainages;	0.20
Oct-18-23	A. Hoy	Review "Release of Interest" draft regarding removal of purchased goods;	0.50
Oct-25-23	A. Merskey	Review BC lien payment request, consider same, email to M. Lem;	0.30

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Brown, Graham	Partner	0.80	695.00	556.00
Merskey, Alan	Partner	4.70	935.00	4,394.50
Hoy, Alec	Associate	5.10	420.00	2,142.00
Total (CAD)		10.60		7,092.50

Our Fees	7,092.50	
HST @ 13.00%	922.03	
TOTAL FEES & TAXES (CAD)		8,014.53

TOTAL FEES		7,092.50
TOTAL TAXES		922.03
TOTAL FEES & TAXES (CAD)		8,014.53

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2213802	10/10/23	33,882.93	0.00	33,882.93
2216847	11/08/23	8,014.53	0.00	8,014.53
Total (CAD)		41,897.46	0.00	41,897.46

Cassels

Attn: Matthew Lem
MNP Ltd.
640 5th Avenue SW, Suite 1500
Calgary, AB T2P 3G4

Invoice No: 2223864
Date: December 31, 2023
Matter No.: 049076-00023
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Integro Building Systems Inc.

Fees for professional services rendered up to and including December 31, 2023

Our Fees	13,261.50
HST @ 13.00%	1,724.00
TOTAL DUE (CAD)	14,985.50

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: *Email payment details to payments@cassels.com*

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2223864
Matter No.: 049076-00023
Amount: **CAD 14,985.50**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Nov-03-23	A. Merskey	Emails regarding lien claim, consider same; emails regarding lift stay request, review same;	0.40
Nov-05-23	R. Blumberg	Assist A. Merskey with law regarding union claims for lien;	0.20
Nov-07-23	A. Merskey	Emails with lien claimants regarding lift stay; call with M. Lem regarding lien claims and other outstanding issues; consider lien strategy for AR and discuss with G. Brown;	0.80
Nov-07-23	G. Brown	Review client summary and consider strategy of liening;	0.50
Nov-08-23	A. Merskey	Review receivables background; call regarding lien, set-off and collection issues with M. Lem;	1.00
Nov-10-23	A. Merskey	Emails and follow up on View distribution request;	0.20
Nov-13-23	A. Merskey	Follow up regarding lien payment, email with BC lien counsel, consider next steps;	0.20
Nov-14-23	A. Merskey	Review lien motion record and lift stay request, related emails;	0.30
Nov-28-23	A. Hoy	Prepare lease disclaimers and waiver agreements for tenants/landlords of properties;	3.20
Nov-28-23	A. Merskey	Review and consider waiver requests, consider documentation requirements, related emails; confer with A. Hoy regarding drafting of same;	1.30
Nov-29-23	A. Merskey	Call with M. Lem regarding waivers and disclaimers, instructions to A. Hoy, related emails and follow up;	0.40
Nov-29-23	A. Hoy	Review of Waiver drafts;	0.30
Nov-30-23	A. Merskey	Emails and follow up on waivers and AR;	0.20
Dec-05-23	A. Hoy	Review of Occupation Agreement revisions;	0.30
Dec-06-23	A. Hoy	Reviewing and revising Occupation Agreement;	0.30
Dec-07-23	A. Merskey	Emails regarding Keymark requests, reviewing inspector requests and issues;	0.40
Dec-08-23	A. Merskey	Emails with Keymark, consider issues regarding inspector requests;	0.20
Dec-12-23	J. Dietrich	Discussion with M. Lem; review of email;	0.40
Dec-12-23	A. Merskey	Call with M. Lem regarding estate administration issues; call with Keymark counsel regarding document request;	1.40
Dec-13-23	J. Dietrich	Discussion with M. Lem and A. Merskey; email to R. Jaipargas;	0.50
Dec-13-23	A. Merskey	Call with M. Lem regarding estate administration issues; emails regarding new lien action; emails regarding Keymark information request;	0.80
Dec-14-23	A. Merskey	Reviewing Keymark information request, related emails;	0.40
Dec-18-23	A. Merskey	Update on realization steps; emails regarding lien lift stay request; emails regarding lien information request;	0.70
Dec-18-23	J. Dietrich	Discussion with R. Jaipargas;	0.40
Dec-20-23	A. Merskey	Reviewing information request and costs, related emails; emails regarding BC litigation and considering same;	0.60
Dec-20-23	J. Dietrich	Discussion with M. Lem, KPMG and R. Jaipargas;	0.40

Date	Name	Description	Hours
Dec-27-23	J. Dietrich	Review of email and respond to same;	0.20
Dec-28-23	J. Dietrich	Review of offer summary; discussion with M. Lem;	0.60

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Merskey, Alan	Partner	9.30	935.00	8,695.50
Dietrich, Jane	Partner	2.50	945.00	2,362.50
Brown, Graham	Partner	0.50	695.00	347.50
Hoy, Alec	Associate	4.10	420.00	1,722.00
Blumberg, Robyn	Associate	0.20	670.00	134.00
Total (CAD)		16.60		13,261.50

Our Fees	13,261.50
HST @ 13.00%	1,724.00
TOTAL FEES & TAXES (CAD)	14,985.50

TOTAL FEES	13,261.50
TOTAL TAXES	1,724.00
TOTAL FEES & TAXES (CAD)	14,985.50

OUTSTANDING INVOICES				
Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2213802	10/10/23	33,882.93	0.00	33,882.93
2216847	11/08/23	8,014.53	0.00	8,014.53
2223864	12/31/23	14,985.50	0.00	14,985.50
Total (CAD)		56,882.96	0.00	56,882.96

Cassels

Attn: Matthew Lem
MNP Ltd.
640 5th Avenue SW, Suite 1500
Calgary, AB T2P 3G4

Invoice No: 2227821
Date: February 13, 2024
Matter No.: 049076-00023
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Integro Building Systems Inc.

Fees for professional services rendered up to and including January 31, 2024

Our Fees	18,263.00
HST @ 13.00%	2,374.19
TOTAL DUE (CAD)	20,637.19

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2227821
Matter No.: 049076-00023
Amount: **CAD 20,637.19**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Jan-02-24	A. Merskey	Emails regarding Keymark request; follow up on outstanding issues;	0.30
Jan-10-24	A. Merskey	Emails and updates on sales process, consider approval motion requirements; Emails regarding lien lift stay request; Review sale agreement;	1.30
Jan-10-24	J. Dietrich	Review of email from M. Lem regarding communication with inspector and respond to same; discussion with M. Lem; email regarding draft APA and motion; discussion with A. Hoy regarding draft APA comments; review mark up of agreement and provide additional comments; review of email and respond to same;	1.30
Jan-10-24	A. Hoy	Review draft Asset Purchase Agreement; research regarding procedure in approving sale order in bankruptcy proceedings without inspector approval	3.50
Jan-11-24	A. Hoy	Revise Purchase Agreement; research regarding process for seeking approval of a transaction and legal jurisdiction;	2.50
Jan-11-24	J. Dietrich	Exchange of email regarding CRA agreement;	0.20
Jan-12-24	J. Dietrich	Discussion with M. Lem; further discussion with M. Lem; review of mark up of APA and email exchange regarding same;	1.10
Jan-12-24	A. Hoy	Review Purchase Agreement; correspondence with Purchaser's counsel regarding Trustee's changes;	0.60
Jan-15-24	A. Merskey	Emails and follow up on inspector issues, creditor information request; confer with team regarding motion preparations and consider issues for same;	0.80
Jan-15-24	J. Dietrich	Exchange of email regarding inspector resignation; discussion with M. Lem; exchange of email with A. Merskey and A. Hoy regarding motion; discussion regarding status with A. Merskey and A. Hoy;	0.60
Jan-15-24	A. Hoy	Internal call regarding resignation of remaining inspector and next steps toward sale and fee approval; research regarding jurisdiction for court to grant vesting order; prepare fee affidavit; call with purchaser's counsel regarding revisions to Purchase Agreement draft;	3.10
Jan-16-24	A. Merskey	Emails and follow up on Keymark request; emails regarding sales approval steps, considering same;	0.40
Jan-16-24	A. Hoy	Call with MNP regarding CRA intention to be appointed as inspector;	0.40
Jan-17-24	A. Merskey	Call with A. Wannan regarding document and claim issues, consider next steps regarding same, related emails;	0.40
Jan-17-24	J. Dietrich	Review of agenda and notice of creditors meeting and email regarding same;	0.20
Jan-17-24	A. Hoy	Prepare fee affidavit; draft Factum of the Trustee regarding sale approval and fee approval;	1.10
Jan-18-24	A. Hoy	Revise the Agenda of the Second Meeting of the Creditors; prepare the Factum of the Trustee regarding Sale Approval;	2.70

Date	Name	Description	Hours
		research regarding sale approval factors;	
Jan-18-24	J. Dietrich	Exchange of email regarding notice;	0.20
Jan-19-24	J. Dietrich	Email exchange regarding status;	0.10
Jan-22-24	J. Dietrich	Exchange of email regarding APA; discussion with M. Lem; discussion with J. Mighton;	0.30
Jan-22-24	A. Merskey	Emails regarding property issues, consider same;	0.20
Jan-22-24	A. Hoy	Update factum; research regarding sale approval and fee approval factors; revise Purchase Agreement & correspondence with Purchaser's counsel regarding finalize Purchase Agreement;	2.40
Jan-23-24	A. Merskey	Call with A. Wannan and M. Lern regarding trailer transfer, consider related issues; emails and follow up on document review and transfer;	0.90
Jan-23-24	S. Mills	Generate FTP site and communicate same;	0.30
Jan-24-24	A. Hoy	Prepare execution version of Purchase Agreement; correspondence with Purchaser's counsel regarding Purchase Agreement;	0.30
Jan-29-24	A. Merskey	Emails regarding lift stay request; review lien claim; call with M. Lem;	0.40
Jan-30-24	A. Merskey	Review lien lift stay materials, related emails regarding consent;	0.30
Jan-31-24	J. Dietrich	Discussion with M. Lem; attend creditors meeting and follow up discussion regarding same;	0.80

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Dietrich, Jane	Partner	4.80	1,005.00	4,824.00
Merskey, Alan	Partner	5.00	1,050.00	5,250.00
Hoy, Alec	Associate	16.60	485.00	8,051.00
Mills, Stephanie	Law Clerk / Paralegal	0.30	460.00	138.00
Total (CAD)		26.70		18,263.00

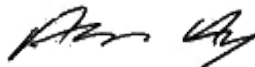
Our Fees	18,263.00
HST @ 13.00%	2,374.19
TOTAL FEES & TAXES (CAD)	20,637.19

TOTAL FEES	18,263.00
TOTAL TAXES	2,374.19
TOTAL FEES & TAXES (CAD)	20,637.19

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2213802	10/10/23	33,882.93	0.00	33,882.93
2216847	11/08/23	8,014.53	0.00	8,014.53
2223864	12/31/23	14,985.50	0.00	14,985.50
2227821	02/13/24	20,637.19	0.00	20,637.19
Total (CAD)		77,520.15	0.00	77,520.15

This is Exhibit "B" referred to in the affidavit of Jane Dietrich, affirmed before me by videoconference on February 14, 2024 in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



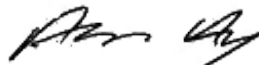
.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

EXHIBIT "B"
Calculation of Average Hourly Billing Rates of
Cassels Brock & Blackwell LLP
for the period from August 31, 2023 to January 31, 2024

Invoice No./ Period	Fees (\$)	Disbursements (\$)	HST (\$)	Total Fees, Disbursements and HST (\$)	Hours Billed	Average Billed Rate (\$)
2213802 Aug 31-23 to Sept 30-23	29,725.00	267.42	3,890.51	33,882.93	45.60	651.86
2216847 Oct 1-23 to Oct 31-23	7,092.50	0.00	922.03	8,014.53	10.60	669.10
2223864 Nov 1-23 to Dec 31-23	13,261.50	0.00	1,724.00	14,985.50	16.60	798.89
2227821 Jan 1-24 to Jan 31-24	18,263.00	0.00	2,374.19	20,637.19	26.70	684.01
Total	68,342.00	267.42	8,910.73	77,520.15	99.50	686.85

This is Exhibit "C" referred to in the affidavit of Jane Dietrich, affirmed before me by videoconference on February 14, 2024 in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

EXHIBIT "C"

Billing Rates of Cassels Brock & Blackwell LLP

For the period from August 31, 2023 to January 31, 2024

Year of Call	Individual	Rate (\$)	Fees Billed (\$)	Hours Worked
1999	Alan Merskey (2023 Rate)	935.00	23,842.50	25.50
1999	Alan Merskey (2024 Rate)	1,050.00	5,250.00	5.00
2004	Jane Dietrich (2023 Rate)	945.00	6,709.50	7.10
2004	Jane Dietrich (2024 Rate)	1,005.00	4,824.00	4.80
2008	Kori Williams	765.00	6,502.50	8.50
2011	Armen Khajetoorian	735.00	808.50	1.10
2012	Graham Brown	695.00	1,042.50	1.50
2014	Stefanie Di Francesco	685.00	205.50	0.30
2016	Robyn Blumberg	670.00	134.00	0.20
2022	Alec Hoy (2023 Rate)	420.00	8,904.00	21.60
2022	Alec Hoy (2024 Rate)	485.00	8,051.00	16.60
	Anna Glover (Law Student)	200.00	940.00	4.70
	Stephanie Mills (Law Clerk/ Paralegal)	460.00	138.00	0.30
	Alex Slota (Law Clerk/ Paralegal)	365.00	657.00	1.80

Year of Call	Individual	Rate (\$)	Fees Billed (\$)	Hours Worked
	Amanda Long (Law Clerk/ Paralegal)	330.00	165.00	0.50

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

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

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF JANE DIETRICH
SWORN FEBRUARY 14, 2024**

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.

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

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

PROCEEDING COMMENCED AT
TORONTO

**FIRST REPORT TO THE COURT SUBMITTED BY
MNP LTD., IN ITS CAPACITY AS TRUSTEE OF
THE ESTATE OF INTEGRO BUILDING SYSTEMS
INC., A BANKRUPT**

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

Jane Dietrich LSO#49302U

Tel: 416.860.5223

jdietrich@cassels.com

Alan Merskey LSO#41377I

Tel: 416.860.2948

amerskey@cassels.com

Alec Hoy LSO#85489K

Tel: 416.860.2976

ahoy@cassels.com

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

Tab 3

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

THE HONOURABLE) FRIDAY, THE 23RD
)
JUSTICE WILTON-SIEGEL) DAY OF FEBRUARY, 2024

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd. in its capacity as licensed insolvency trustee (the “**Trustee**”) of Integro Building Systems Inc. (the “**Bankrupt**”) for an order, *inter alia*, approving the sale transaction (the “**Transaction**”) in respect of certain assets contemplated by an asset purchase agreement (the “**APA**”) between the Trustee as vendor and State Window Corporation (the “**Purchaser**”) as purchaser dated as of January 24, 2024 and appended to the First Report of the Trustee dated February 14, 2024 (the “**First Report**”), and vesting in the Purchaser the Trustee’s right, title and interest, if any, in and to the Property (as defined in the APA), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion of the Trustee, the First Report and the Appendices thereto, including the Confidential Appendices, and on hearing the submissions of counsel for the Trustee, the Purchaser and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn February 15, 2024,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the APA, as applicable.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APA by the Trustee is hereby authorized and approved *nunc pro tunc*, with such minor amendments as the Trustee may deem necessary. The Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Trustee's Certificate**"), all of the Trustee's right, title and interest, if any, in and to the Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (ii) those Claims listed on **Schedule "B"** (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property upon the delivery of the Trustee's Certificate.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property shall stand in the place and stead of the Property, and that from and after the delivery of the Trustee's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Trustee to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof by the Trustee to the Purchaser.

7. **THIS COURT ORDERS** that, notwithstanding the pendency of these proceedings, the vesting of the Property in the Purchaser pursuant to this Order shall be binding on the Trustee, shall not be void or voidable by creditors of the Bankrupt, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING

8. **THIS COURT ORDERS** that the Confidential Appendices to the First Report are hereby sealed until the Closing of the Transaction.

GENERAL

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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

11. **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 TRUSTEE'S CERTIFICATE

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.,
OF THE CITY OF VAUGHAN,
IN THE PROVINCE OF ONTARIO

TRUSTEE'S CERTIFICATE

RECITALS

A. On August 30, 2023, 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, and, on August 31, 2023, the Assignment was accepted by the Office of the Superintendent of Bankruptcy (Canada) and MNP Ltd. was named as licensed insolvency trustee (in such capacity, the "**Trustee**") of the Bankrupt's estate.

B. Pursuant to an Order of the Court dated February 1, 2024, the Court approved the asset purchase agreement attached as Appendix "L" to the First Report to Court of the Trustee dated February 14, 2024 (the "**APA**") between the Trustee as vendor and State Window Corporation (the "**Purchaser**") as purchaser and provided for the vesting in the Purchaser of all of the Trustee's right, title and interest, if any, in and to the Property (as defined in the APA), which vesting is to be effective with respect to the Property upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the APA) for the Property; (ii) that the other conditions to Closing as set out in the APA have been satisfied or waived by the Trustee and the Purchaser; and (iii) that the transaction pursuant to the APA (the "**Transaction**") has been completed to the satisfaction of the Trustee.

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

THE TRUSTEE CERTIFIES the following:

1. The Purchaser has paid, and the Trustee has received, the Purchase Price for the Property payable pursuant to the APA;
2. The other conditions to Closing as set out in the APA have been satisfied or waived by the Trustee and the Purchaser, as applicable; and
3. The Transaction has been completed to the satisfaction of the Trustee.

This Trustee's Certificate was delivered by the Trustee at _____ [TIME] on _____ [DATE].

MNP Ltd., solely in its capacity as licensed insolvency trustee of the estate of Integro Building Systems Inc., and not in its personal capacity

Per: _____

Name: Matthew Lem
Title: Senior Vice President

SCHEDULE "B"

CLAIMS TO BE DELETED AND EXPUNGED FROM TITLE TO THE PROPERTY

- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230828 1514 9234 9687 and reference file number 796632174 in favour of the Purchaser;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230822 0821 1901 2192 and reference file number 796430412 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230714 1517 1590 2197 and reference file number 795280527 in favour of the Bercon Rentals Inc.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230705 0827 1902 6896 and reference file number 794951694 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230612 1227 1590 7300 and reference file number 794223567 in favour of Bercon Rentals Inc.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230601 1218 1901 3993 and reference file number 793894158 in favour of Vault Credit Corporation;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230419 0843 1901 8936 and reference file number 792484254 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230418 1724 1902 1179 and reference file number 792468522 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230404 1804 1532 9460 and reference file number 792097722 in favour of Royal Bank of Canada;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230126 0834 5064 8497 and reference file number 790247889 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20230126 0918 5064 8770 and reference file number 790251111 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20221026 0923 5064 9913 and reference file number 787885569 in favour of TIP Fleet Services Canada Ltd.;

- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20221025 0919 5064 8795 and reference file number 787841802 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20221013 1136 1590 3988 and reference file number 787534101 in favour of Bercon Rentals Inc.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20220322 0932 1902 3905 and reference file number 781293348 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20220127 0914 1902 1045 and reference file number 779948739 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20211224 0918 1901 1005 and reference file number 779286618 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20210915 0911 1902 8986 and reference file number 776393784 in favour of TIP Fleet Services Canada Ltd.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20210818 1004 1462 7885 and reference file number 775525788 in favour of Vault Credit Corporation;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20210602 0909 1590 3660 and reference file number 773048403 in favour of Integro IBS Holdings Inc.;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20180131 1930 1531 5257 and reference file number 736119459 in favour of Royal Bank of Canada;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20180131 1930 1531 5258 and reference file number 736119468 in favour of Royal Bank of Canada;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20170411 1439 1530 0388 and reference file number 726519492 in favour of Royal Bank of Canada;
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20170110 1538 1862 5161 and reference file number 723975075 in favour of Export Development Canada; and
- *Personal Property Security Act (Ontario)* financing statement filed against the Bankrupt with registration number 20150304 0946 1590 0907 and reference file number 703987056 in favour of Integro IBS Holdings Inc.

Court File No.: BK-23-00459641-0031

Estate No.: 31-459641

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

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

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

CASSELS BROCK & BLACKWELL LLP

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

Jane Dietrich LSO#: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Alan Merskey LSO#: 41377I

Tel: 416.860.2948
amerskey@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

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

Tab 4

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

THE HONOURABLE) FRIDAY, THE 23RD
)
JUSTICE WILTON-SIEGEL) DAY OF FEBRUARY, 2024
)

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

ADMINISTRATIVE ORDER

THIS MOTION, made by MNP Ltd. (“**MNP**”) in its capacity as licensed insolvency trustee (the “**Trustee**”) of Integro Building Systems Inc. for an order, *inter alia*, approving the activities of the Trustee as set out in the First Report to Court of the Trustee dated February 14, 2024 (the “**First Report**”) and the fees and disbursements of the Trustee and its counsel, Cassels Brock & Blackwell LLP (“**Cassels**”), as set out in the affidavit of Sheldon Title sworn February 14, 2024 and the affidavit of Jane Dietrich sworn February 14, 2024 (together, the “**Fee Affidavits**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion of the Trustee, the First Report and the Appendices thereto including the Fee Affidavits, and on hearing the submissions of counsel for the Trustee, State Window Corporation and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn February 15, 2024,

SERVICE

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

APPROVAL OF THE FEES & ACTIVITIES

2. **THIS COURT ORDERS** that the First Report, and the activities of the Trustee described therein, be and are hereby approved, provided that only MNP in its personal capacity and only with respect to its personal liability, shall be entitled to rely upon or utilize such approval in any way.

3. **THIS COURT ORDERS** that the Trustee's statement of receipts and disbursements for the period from August 31, 2023 to February 13, 2024 attached at Appendix "M" to the First Report be and are hereby approved.

4. **THIS COURT ORDERS** that the fees and disbursements of the Trustee and Cassels, as described in the First Report and the Fee Affidavits, be and are hereby approved.

GENERAL

5. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

6. **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.

Court File No.: BK-23-00459641-0031

Estate No.: 31-459641

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

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

PROCEEDING COMMENCED AT TORONTO

ADMINISTRATIVE ORDER

CASSELS BROCK & BLACKWELL LLP

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

Jane Dietrich LSO#: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Alan Merskey LSO#: 41377I

Tel: 416.860.2948
amerskey@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

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

Tab 5

Revised: January 21, 2014

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

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

THE HONOURABLE ~~---~~) ~~WEEKDAY~~ FRIDAY, THE # 23RD
JUSTICE ~~---~~ WILTON-SIEGEL) DAY OF ~~MONTH~~ FEBRUARY, ~~20YR~~ 2024

~~BETWEEN:~~

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

~~PLAINTIFF~~

Plaintiff

~~-and-~~

~~DEFENDANT~~

Defendant

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd. in its capacity as licensed insolvency trustee (the "Trustee") of Integro Building Systems Inc. (the "Bankrupt") for an order, *inter alia*, approving the sale transaction (the "Transaction") in respect of certain assets contemplated by an asset purchase agreement (the "APA") between the Trustee as vendor and State Window Corporation (the "Purchaser") as purchaser dated as of January 24, 2024 and appended to the First Report of the Trustee dated February 14, 2024 (the "First Report"), and vesting in the Purchaser the Trustee's right, title and interest, if any, in and to the Property (as defined in the APA), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

~~THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~

ADMIN*3404499.1

DOCSTOR: 1201927A14

~~for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.~~

ON READING the ~~Report~~Notice of Motion of the Trustee, the First Report and the Appendices thereto, including the Confidential Appendices, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING]~~Trustee, the Purchaser and the other parties listed on the counsel slip, no one appearing for any other ~~person on the service list,~~party although ~~properly~~duly served as appears from the affidavit of ~~[NAME]~~service of Alec Hoy sworn ~~[DATE]~~filed¹: February 15, 2024,

SERVICE AND DEFINITIONS

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

2. THIS COURT ORDERS ~~that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the APA, as applicable.~~

APPROVAL OF THE TRANSACTION

3. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the ~~Sale Agreement~~APA by the ~~Receiver~~³Trustee is hereby authorized and

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

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

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

ADMIN*3404499.1

DOCSTOR: 1201927A14

approved nunc pro tunc, with such minor amendments as the ReceiverTrustee may deem necessary. The ReceiverTrustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased-AssetsProperty to the Purchaser.

4. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver'sTrustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "Receiver'sTrustee's Certificate"), all of the Debtor'sTrustee's right, title and interest ~~in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~⁴, if any, in and to the Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) ~~any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE];~~ (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule C** hereto "B" (all of which are collectively referred to as the "Encumbrances", ~~which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D~~) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased-AssetsProperty are hereby expunged and discharged as against the Purchased-AssetsProperty upon the delivery of the Trustee's Certificate.

⁴ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

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

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

5. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased Assets~~Property shall stand in the place and stead of the ~~Purchased Assets~~Property, and that from and after the delivery of the ~~Receiver's~~Trustee's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the ~~Purchased Assets~~Property with the same priority as they had with respect to the ~~Purchased Assets~~Property immediately prior to the sale⁸, as if the ~~Purchased Assets~~Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's~~

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

⁷The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

~~records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

7. **THIS COURT ORDERS** that, notwithstanding:

~~(a) the pendency of these proceedings;~~

~~(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and~~

~~(c) any assignment in bankruptcy made in respect of the Debtor;~~

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

SEALING

8. **THIS COURT ORDERS** ~~AND DECLARES that~~that the Confidential Appendices to the First Report are hereby sealed until the Closing of the Transaction ~~is exempt from the application of the *Bulk Sales Act* (Ontario).~~

GENERAL

9. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

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

11. 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 Certificate~~

SCHEDULE “A”
FORM OF TRUSTEE’S CERTIFICATE

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

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

~~BETWEEN:~~

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

~~PLAINTIFF~~

Plaintiff

~~—and—~~

~~DEFENDANT~~

Defendant

~~RECEIVER’S~~TRUSTEE’S CERTIFICATE

RECITALS

~~A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the “Court”) dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of [DEBTOR] (the “Debtor”).~~

A. On August 30, 2023, 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, and, on August 31, 2023, the Assignment was accepted by the Office of the Superintendent of Bankruptcy (Canada) and MNP Ltd. was

named as licensed insolvency trustee (in such capacity, the "Trustee") of the Bankrupt's estate.

B. ~~B.~~ Pursuant to an Order of the Court dated ~~[DATE]~~ February 9, 2024, the Court approved the ~~agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "asset purchase agreement attached as Appendix "L" to the First Report to Court of the Trustee dated February 14, 2024 (the "APA") between the Trustee as vendor and State Window Corporation (the "Purchaser")~~) as purchaser and provided for the vesting in the Purchaser of all of the Debtor's Trustee's right, title and interest, if any, in and to the ~~Purchased Assets~~ Property (as defined in the APA), which vesting is to be effective with respect to the ~~Purchased Assets~~ Property upon the delivery by the ~~Receiver~~ Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the APA) for the ~~Purchased Assets~~ Property; (ii) that the other conditions to Closing as set out in ~~section 9 of the Sale Agreement~~ APA have been satisfied or waived by the ~~Receiver~~ Trustee and the Purchaser; and (iii) that the transaction pursuant to the APA (the "Transaction") has been completed to the satisfaction of the ~~Receiver~~ Trustee.

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

THE ~~RECEIVER~~ TRUSTEE CERTIFIES the following:

1. ~~1.~~ The Purchaser has paid, and the ~~Receiver~~ Trustee has received, the Purchase Price for the ~~Purchased Assets~~ Property payable ~~on the Closing Date~~ pursuant to the ~~Sale Agreement~~ APA;

2. ~~2.~~ The other conditions to Closing as set out in ~~section 9 of the Sale Agreement~~ APA have been satisfied or waived by the ~~Receiver~~ Trustee and the Purchaser, as applicable; and

3. ~~3.~~ The Transaction has been completed to the satisfaction of the ~~Receiver~~ Trustee.

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

~~[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity~~

Per: _____

Name:-

Title:-

MNP Ltd., solely in its capacity as licensed insolvency trustee of the estate of Integro Building Systems Inc., and not in its personal capacity

Per: _____

Name: Matthew Lem

Title: Senior Vice President

[Different first page link-to-previous setting changed from on in original to off in modified.]
~~Revised: January 21, 2014~~

~~Schedule~~ **SCHEDULE “B—Purchased Assets”**

CLAIMS TO BE DELETED AND EXPUNGED FROM TITLE TO THE PROPERTY

- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230828 1514 9234 9687 and reference file number 796632174 in favour of the Purchaser;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230822 0821 1901 2192 and reference file number 796430412 in favour of TIP Fleet Services Canada Ltd.;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230714 1517 1590 2197 and reference file number 795280527 in favour of the Bercon Rentals Inc.;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230705 0827 1902 6896 and reference file number 794951694 in favour of TIP Fleet Services Canada Ltd.;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230612 1227 1590 7300 and reference file number 794223567 in favour of Bercon Rentals Inc.;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230601 1218 1901 3993 and reference file number 793894158 in favour of Vault Credit Corporation;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230419 0843 1901 8936 and reference file number 792484254 in favour of TIP Fleet Services Canada Ltd.;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230418 1724 1902 1179 and reference file number 792468522 in favour of TIP Fleet Services Canada Ltd.;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230404 1804 1532 9460 and reference file number 792097722 in favour of Royal Bank of Canada;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230126 0834 5064 8497 and reference file number 790247889 in favour of TIP Fleet Services Canada Ltd.;*
- *Personal Property Security Act (Ontario) financing statement filed against the Bankrupt with registration number 20230126 0918 5064 8770 and reference file number 790251111 in favour of TIP Fleet Services Canada Ltd.;*

[Different first page link-to-previous setting changed from on in original to off in modified.]
ADMIN*3404499.1

- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20221026 0923 5064 9913 and reference file number 787885569 in favour of TIP Fleet Services Canada Ltd.;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20221025 0919 5064 8795 and reference file number 787841802 in favour of TIP Fleet Services Canada Ltd.;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20221013 1136 1590 3988 and reference file number 787534101 in favour of Bercon Rentals Inc.;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20220322 0932 1902 3905 and reference file number 781293348 in favour of TIP Fleet Services Canada Ltd.;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20220127 0914 1902 1045 and reference file number 779948739 in favour of TIP Fleet Services Canada Ltd.;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20211224 0918 1901 1005 and reference file number 779286618 in favour of TIP Fleet Services Canada Ltd.;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20210915 0911 1902 8986 and reference file number 776393784 in favour of TIP Fleet Services Canada Ltd.;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20210818 1004 1462 7885 and reference file number 775525788 in favour of Vault Credit Corporation;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20210602 0909 1590 3660 and reference file number 773048403 in favour of Integro IBS Holdings Inc.;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20180131 1930 1531 5257 and reference file number 736119459 in favour of Royal Bank of Canada;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20180131 1930 1531 5258 and reference file number 736119468 in favour of Royal Bank of Canada;](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20170411 1439 1530 0388 and reference file number 726519492 in favour of Royal Bank of Canada;](#)

[Link-to-previous setting changed from on in original to off in modified.]

- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20170110 1538 1862 5161 and reference file number 723975075 in favour of Export Development Canada; and](#)
- [Personal Property Security Act \(Ontario\) financing statement filed against the Bankrupt with registration number 20150304 0946 1590 0907 and reference file number 703987056 in favour of Integro IBS Holdings Inc.](#)

[Link-to-previous setting changed from on in original to off in modified.]

ADMIN*3404499.1

DOCSTOR: 1201927A14

Revised: January 21, 2014

Court File No.: BK-23-00459641-0031

Estate No.: 31-459641

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY
PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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

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

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

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
ahoy@cassels.com

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

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

ADMIN*3404499.1

DOCSTOR: 1201927\14

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

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

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

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

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD
(RETURNABLE FEBRUARY 23, 2024)**

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

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

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

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
ahoy@cassels.com

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