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

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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

# **MOTION RECORD**

(Returnable March 8, 2024)

March 4, 2024

# **BORDEN LADNER GERVAIS LLP**

Bay Adelaide Centre, East Tower 22 Adelaide St. W. Toronto, ON M5H 4E3 Tel: (416) 367-6000 Fax: (416) 367-6749

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Lawyers for Royal Bank of Canada

# Index

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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

# INDEX

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# DOCUMENT

- 1. Notice of Motion returnable March 8, 2024
- 2. Affidavit of Barry Manis sworn on March 4, 2024
  - Exhibit "A": Evidence of Indebtedness dated March 15, 2012
  - Exhibit "B": Cassels Opinion dated September 15, 2023
  - Exhibit "C": Email from Mr. Jaipargas to Mr. Lem dated August 31, 2023
  - Exhibit "D": MNP Engagement Letter dated August 28, 2023
  - Exhibit "E": Creditors' Package dated September 6, 2023
  - Exhibit "F": Trustee's Request Letter dated October 16 2023
  - Exhibit "G": Administrative Agreement dated November 7, 2023
  - Exhibit "H": Ownership Structure Chart
  - Exhibit "I": Certificate of Appointment dated January 26, 2024
  - Exhibit "J": Email dated February 22, 2024, and the reply from Cassels
  - Exhibit "K": Spreadsheet
- 3. Affidavit of Pritesh Patel sworn on March 4, 2024

Exhibit "A": Email received from Mr. Lem on February 29, 2024, together with the letter from CRA dated February 29, 2024

# Tab 1

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

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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

# **NOTICE OF MOTION** (Returnable March 8, 2024)

**Royal Bank of Canada** (**"RBC"**), will make a motion to a judge presiding over the Commercial List on March 8, 2024 at 9:30 a.m. for scheduling purposes, or as soon after that time as the motion can be heard by Judicial Video Conference via Zoom, Toronto, Ontario.

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

# THIS MOTION IS FOR:

- 1. An Order for an Order, *inter alia*,
  - a. Adjourning, *sine die*, the Motion brought by the Trustee (as defined below) for an Administrative Order;
  - b. a declaration that the fees and disbursements MNP Ltd. ("MNP") as trustee in bankruptcy (the "Trustee") of Integro Building Systems Inc. (the "Bankrupt" or "Integro") and its legal counsel, Cassels Brock & Blackwell LLP ("Cassels"), not be paid out of the estate of the Bankrupt (the "Estate"), in priority to RBC, as the secured creditor of the Bankrupt; and
  - c. costs of this motion.
- 2. Such other relief as counsel may advise and this Honourable Court may permit.

# THE GROUNDS FOR THE MOTION ARE:

- RBC is the senior secured creditor of the Bankrupt and its security over the assets, property and undertaking of the Bankrupt is valid and enforceable;
- (b) Without notice to RBC, the Bankrupt made an assignment in bankruptcy on August 31, 2023 and MNP was appointed as Trustee;
- (c) The Trustee and CRA entered into an administrative agreement dated November 7, 2023, as amended on February 29, 2024 (the "Administrative Agreement"), which provided, in part, for the protection of the fees and disbursements of the Trustee and its counsel, Cassels up to \$305,560.13;
- (d) RBC is not a party to the Administrative Agreement;
- (e) The Trustee also received a retainer in the amount of \$287,000 (the "Retainer") from certain companies that are related to the Bankrupt, as provided for in the engagement letter dated August 28, 2023 (the "MNP Engagement Letter") between the Bankrupt and MNP;
- (f) The MNP Engagement Letter provides another layer of protection for the Trustee, as the same related companies (the "Fees Indemnitors") provided a fee indemnity in favour of MNP, whereby the Fees Indemnitors agreed to cover the professional fees and disbursements of the Trustee and Cassels associated with the administration of the Estate;
- (g) The Trustee brought a motion returnable February 23, 2024, relying on the First Report dated February 14, 2024, whereby it sought an order (the "Administrative Order") for, *inter alia*, approval of the fees and disbursements of the Trustee and Cassels;
- (h) The Trustee then served a Supplemental Report on February 22, 2024;

- Despite the Trustee being able to look to the following sources for payment before taking funds from the Estate that might otherwise flow to RBC:
  - (i) The full amount of the Retainer;
  - (ii) The Fee Indemnitors; and
  - (iii) CRA confirming that if there are amounts in the Estate in excess of the deemed trust for source deductions, that same will be available to RBC and that the comfort provided to MNP under the Administrative Agreement will only impact the CRA realizations, not RBC's secured claim;

It seems as if the Trustee seeks to have a portion of its fees and those of Cassels paid out of the Estate, in priority to the secured claims of RBC;

- (j) The materials filed by the Trustee were incomplete in that there was no mention made of the indemnity from the Fee Indemnitors and both the Administrative Agreement and the MNP Engagement Letter were not filed with the Court;
- (k) Further, the relief sought in the Administrative Order is premature, given that there is no certainty on the quantum of the deemed trust claim of CRA with respect to source deductions and no certainty as to the total realizations in the Estate;
- Not only is there uncertainty as to the quantum of the CRA deemed trust claim, but there is also uncertainty as to the final realizations in the Estate;
- (m) The fees and disbursements of the Trustee and Cassels should not be paid out of the proceeds of the Estate in priority to the secured claims of RBC;
- (n) Sections 14.06(1) and 71 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (o) Rule 128 of the *Bankruptcy and Insolvency General Rules*, C.R.C., c. 368;
- (p) Directive 12R issued by the Office of the Superintendent in Bankruptcy;

- (q) Rules 1.04, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (r) such further and other grounds as counsel may advise and this Court may permit.

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

- (a) the Affidavit of Barry Mutis, sworn March 4, 2024;
- (b) the Affidavit of Pritesh Patel, sworn March 4, 2024; and
- (c) such further and other material as counsel may advise and this Court may permit.

March 4, 2024

# **BORDEN LADNER GERVAIS LLP**

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Lawyers for Royal Bank of Canada

# **TO: SERVICE LIST**

# SERVICE LIST (as at March 4, 2024)

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# 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)

PROCEEDINGS COMMENCED AT TORONTO

# **NOTICE OF MOTION**

(Returnable March 8, 2024)

# **BORDEN LADNER GERVAIS LLP**

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Lawyers for Royal Bank of Canada

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# Tab 2

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

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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

# AFFIDAVIT OF BARRY MUTIS (Sworn March 4, 2024)

I, BARRY MUTIS, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Director, Special Loans & Advisory Services ("SLAS") at Royal Bank of Canada ("**RBC**" or the "**Bank**") and as such have knowledge of the matters hereinafter deposed to.

2. I am swearing this affidavit in support of a motion by RBC for an Order, *inter alia*, (i) adjourning the Motion brought by the Trustee (as defined below) for an Administrative Order; (ii) a declaration that the fees and disbursements MNP Ltd. ("**MNP**"), as trustee in bankruptcy (the "**Trustee**") of Integro Building Systems Inc. (the "**Bankrupt**" or "**Integro**") and its legal counsel, Cassels Brock & Blackwell LLP ("**Cassels**"), not be paid out of the estate of the Bankrupt (the "**Estate**"), in priority to RBC, as the secured creditor of the Bankrupt.

3. To be clear, RBC does not dispute the quantum of fees and disbursements claimed by the Trustee and Cassels. Rather, RBC disputes the source of payment of such fees and disbursements and that the payment of same cannot be made to the prejudice of the secured claims of RBC.

# LOAN AND SECURITY

4. Pursuant to the evidence of indebtedness dated December 12, 2019 (the "**EOI**"), RBC provided certain credit facilities to the Bankrupt, on the terms and conditions as outlined in the EOI. A true copy of the EOI is attached hereto as **Exhibit "A"**.

- 5. The indebtedness of the Bankrupt to RBC was secured by, *inter alia:* 
  - (a) a general security agreement dated May 3, 2017 granted by the Bankrupt to RBC;
  - (b) a general security agreement dated February 23, 2018 granted by the Bankrupt to RBC;
  - (c) a security agreement (accounts receivable) dated February 23, 2018 granted by the Bankrupt to RBC;
  - (d) a security agreement (inventory) dated February 23, 2018 granted by the Bankrupt to RBC; and
  - (e) an unlimited guarantee and postponement of claim dated February 23, 2018 provided by the Bankrupt's parent company, Integro Holdings Inc. (**"Holdings"**).

6. RBC's security in respect of the indebtedness of the Bankrupt has been reviewed by Cassels. Cassels has delivered an opinion (the "**Cassels Opinion**") to the Trustee that RBC's security is valid and enforceable as against the Trustee, subject to the usual assumptions and qualifications. A true copy of the Cassels Opinion is attached hereto and marked as **Exhibit "B**".

# **DEFAULT UNDER THE LOAN**

7. Integro's account with RBC was transferred to SLAS on or about May 14, 2020. Since that time, RBC worked closely with Integro to address the challenges facing Integro.

8. I was completely surprised when, without notice to RBC, I learned that Integro had made an assignment in bankruptcy on August 31, 2023.

9. As soon as I learned that Integro had made an assignment in bankruptcy, I advised RBC's counsel, Roger Jaipargas of Borden Ladner Gervais LLP ("**BLG**") of this development. Mr Jaipargas immediately reached out to Matthew Lem of MNP, the Trustee, on the afternoon of August 31, 2023 to set up a call with Mr. Lem on September 1, 2023 about Integro. Attached

hereto and marked as **Exhibit "C"** is a true copy of the email from Mr. Jaipargas to Mr. Lem dated August 31, 2023.

10. On September 1, 2023, I had a call with Mr. Jaipargas and Mr. Lem, at which time Mr. Lem confirmed that Integro had filed an assignment in bankruptcy and that MNP was the Trustee.

11. As I stated above, I had no idea of the proposed assignment into bankruptcy by Integro and only learned about this after the fact. This is especially concerning given the terms of the MNP engagement letter dated August 28. 2023 (the "**MNP Engagement Letter**"), which expressly contemplated MNP consulting RBC, which never occurred. Section 8 of the MNP Engagement Letter provides, under the heading, "MNP's Relationship with Creditors" as follows:

As you are aware, MNP has a working business relationship with Royal Bank of Canada ("**RBC**") and confirm that you have authorized MNP to speak with RBC in connection with the go-forward strategy and bankruptcy proceeding contemplated by the Company, once such has been formulated. Should MNP, in its sole discretion, feel it cannot appropriately discuss matters with RBC prior to the bankruptcy filing, it may upon written notice to the Company, immediately terminate this agreement. Additionally, you acknowledge and agree that nothing in this agreement shall restrict MNP from acting as a receiver or receiver and manager on behalf of RBC, should RBC seek such an appointment.

A copy of the MNP Engagement Letter is attached hereto and marked as Exhibit "D".

# THE INTEGRO BANKRUPTCY

12. I am advised by Mr. Jaipargas and do verily believe that on September 7, 2023 he was provided by the Trustee with the creditors' package in respect of the Bankrupt, which listed RBC as a secured creditor of the Bankrupt. A true copy of the creditors' package is attached hereto as **Exhibit "E"**.

13. Shortly after the date of bankruptcy of Integro, BLG provided Cassels with a copy of the RBC security, so that Cassels could complete and deliver to the Trustee the Cassels Opinion, which is noted above.

14. I attended at the First Meeting of Creditors of the Bankrupt on September 19, 2023 and was appointed an inspector of the Estate. I served as an inspector until January 15, 2024, at which

time I resigned. The principle reason for my resignation as an inspector was my loss of confidence in MNP in their handling of the administration of this Estate. Some examples of this include, but are not limited to, the following:

- (i) Notwithstanding section 8 of the MNP Engagement Letter, RBC was not consulted, or advised in any way, prior to the assignment in bankruptcy by Integro;
- (ii) MNP did not take swift steps to deal with the assets in the Estate. Rather, it was more concerned about its dealings with Canada Revenue Agency ("CRA") and protecting the parties who are party to the MNP Engagement Letter, as well as the MNP fees, than it was with the interests of the creditors of this Estate; and
- (iii) MNP did not disclose to me (as an inspector at the time) the existence of the Occupation Agreement with State Window Corporation, until late in the process.

15. I understand that as of the date of this affidavit, CRA has not completed a trust examination to confirm the exact quantum of the source deductions that are in priority to the claims of RBC.

16. I understand that CRA commenced its trust examination of the books and records of the Bankrupt in December of 2023, but that examination is not yet complete. This is confirmed at paragraph 6 of the Supplemental Report to the First Report of the Trustee dated February 22, 2024 (the "**Supplemental Report**"), wherein the Trustee states that, "As of the date herein, CRA has not yet provided the Trustee with a copy of a finalized trust examination in respect of the Deemed Trust Claim."

17. As discussed at paragraph 29 of the First Report of the Trustee dated February 14, 2024 (the **"First Report"**), I understand that the Trustee and CRA entered into an administrative agreement dated November 7, 2023 (the **"Administrative Agreement"**), which provided, in part, for the protection of the fees and disbursements of the Trustee and Cassels. Attached hereto and marked as **Exhibit "F"** is a true copy of the Trustee's request (the "**Trustee's Request Letter**") to CRA for the Administrative Agreement dated October 16, 2023. Attached hereto and marked as **Exhibit "G"** is a true copy of the Administrative Agreement dated November 7, 2023.

18. As can be seen from the Trustee's Request Letter, the Trustee sought CRA's agreement to claim reasonable administrative fees and costs out of the net proceeds of realization, prior to the payment of amounts otherwise payable pursuant to CRA's deemed trust claim and CRA's enhanced requirement to pay under section 224(1.2) of the *Income Tax Act* and section 317(3) of the *Excise Tax Act*. As can be seen from the Administrative Agreement, CRA agreed that the fees and costs requested by the Trustee be paid ahead of CRA's priority claim up to a limit of \$166,834.84. The Agreement allowed for the Trustee to request for additional amounts.

19. RBC is not party to the arrangements as between CRA and the Trustee, nor was RBC provided with a copy of the Trustee's Request Letter, or the so-called Administrative Agreement, until after these arrangements were memorialized as between the Trustee and CRA. RBC never agreed to have any of the Trustee's fees and disbursements, or that of Cassels, be paid prior to the secured claims of RBC.

20. I also understand that, as discussed in paragraph 13 of the First Report of the Trustee, the Trustee received a retainer in the amount of \$287,000 (the **"Retainer"**) from three companies related to Integro, namely, Hi-Rise Vista Holdings Inc., 61/67 Clairville Holdings Ltd. and Chafhold Corporation. The provision of the Retainer was stipulated in the MNP Engagement Letter. As can be seen from section 5 of the Engagement Letter, under the heading "Fees and Expenses", there was no anticipation at the time that the Trustee took on the mandate that its fees and expenses and those of its counsel would somehow be paid in priority to the claims of the secured creditors.

21. I also understand that the MNP Engagement Letter provides another layer of protection for the Trustee, as each of Hi-Rise Vista Holdings Inc., 61/67 Clairville Holdings Ltd. and Chafhold Corporation (the **"Fees Indemnitors"**) provided a fee indemnity in favour of MNP, whereby the Fees Indemnitors agreed to cover the professional fees and disbursements of the Trustee and Cassels associated with the administration of the Estate. The fee indemnity is set out at Schedule "B" to the MNP Engagement Letter.

22. What is troubling, and only serves to further buttress my concerns about MNP's handling of this Estate, is the lack of transparency in the First Report that MNP filed with the Court. While

MNP disclosed the Retainer at paragraph 13 of the First Report, MNP failed to mention the fee indemnity from the Fee Indemnitors, or file a copy of the MNP Engagement Letter.

23. RBC was provided by the Bankrupt with a chart showing a listing of related companies to Integro and Holdings, which chart includes the Fee Indemnitors. A true copy of the ownership structure chart is attached hereto as **Exhibit "H"**.

# PROCEEDINGS AGAINST HOLDINGS

24. Given the bankruptcy of Integro, RBC demanded repayment of the indebtedness of the Bankrupt from Holdings, pursuant to the guarantee provided by Holdings.

25. Holdings ignored the demand and, accordingly, RBC commenced a legal proceeding against Holdings on September 28, 2023.

26. Holdings failed to respond to the legal proceedings and RBC obtained default judgment against Holdings on December 27, 2023 in the amount of \$9,473,071.02 plus costs.

27. Holdings made an assignment in bankruptcy on January 25, 2024 and MNP Ltd. was appointed as the trustee in bankruptcy of Holdings. A true copy of the certificate of appointment in respect of Holdings is attached hereto as **Exhibit "I"**.

# THE TRUSTEES MOTION FOR AN ADMINISTRATIVE ORDER AND RBC'S CONCERNS

28. The Trustee brought a motion returnable February 23, 2024, relying on the First Report, whereby it sought an order (the "Administrative Order") for, *inter alia*, approval of the fees and disbursements of the Trustee and Cassels.

29. The Trustee then served a Supplemental Report on February 22, 2024.

30. On reviewing the First Report and the Supplemental Report, there is no clarity on the Trustee's position regarding the source of payment for the MNP and Cassels fees and disbursement and more specifically, whether the Trustee will take steps to ensure that the granting of the

Administrative Order by the Court will only be sought provided that it does not adversely affect any potential recovery that RBC may have in this Estate.

31. For instance, MNP refuses to confirm that if the Administrative Order is granted, MNP and Cassels will look to the following sources for payment, before taking funds from the Estate that might otherwise flow to RBC:

- (i) The full amount of the Retainer;
- (ii) The Fee Indemnitors; and
- (iii) CRA confirming that if there are amounts in the Estate in excess of the deemed trust for source deductions, that same will be available to RBC and that the comfort provided to MNP under the Administrative Agreement will only impact the CRA realizations, not RBC's secured claim.

32. As mentioned above, on reviewing the First Report, the Supplemental Report and the draft Administrative Order, RBC was concerned that the materials filed by the Trustee were incomplete in that there was no mention made of the indemnity from the Fee Indemnitors and that the Administrative Agreement was not filed with the Court.

33. Further RBC is very concerned that the relief sought in the Administrative Order is premature, given that there is no certainty on the quantum of the deemed trust claim of CRA with respect to source deductions and no certainty as to the total realizations in the Estate.

34. Not only is there uncertainty as to the quantum of the CRA deemed trust claim, but there is also uncertainty as to the final realizations in this Estate. I understand from Mr. Jaipargas that Cassels reached out to him on December 13, 2023 to discuss a funding arrangement going forward for the Trustee. Mr. Jaipargas spoke with Jane Dietrich of Cassels on December 18, 2023. Ms. Dietrich advised that the Trustee was looking to RBC for comfort on the payment of the MNP and Cassels fees, on the premise that there may be some surplus in the Estate for RBC. Cassels was advised by Mr. Jaipargas that any such discussion was premature, as RBC needed confirmation of the exact amount of the deemed trust owing to CRA.

35. It is concerning that MNP was signaling to RBC in mid December, 2023 that RBC may be in the money, but now just two months later, the Trustee states at paragraph 9 of the Supplemental

Report that "...there will be no funds available for payment to any of the Estate's secured creditors, including RBC."

36. Further still, as mentioned above, RBC was concerned that there was no indication at all in the Trustees' materials as to where the Trustee and its counsel would seek to have their fees and disbursements paid, should same be approved by the Court.

37. Accordingly, I instructed Roger Jaipargas of BLG to advise counsel for the Trustee of RBC's concerns in respect of the Administrative Order. I am advised by Mr. Jaipargas that on February 22, 2024 he sent an email to Cassels setting out the concerns of RBC. A true copy of Mr. Jaipargas' email dated February 22, 2024 and the reply from Cassels of the same date are attached hereto as **Exhibit "J"**.

38. I am advised by Mr. Jaipargas that in the spreadsheet attached to the Cassels email dated February 22, 2024, it was revealed that it was proposed that \$170,000 of the fees and disbursements claimed by the Trustee and Cassels be paid partially out of the Retainer funds, with the remainder to be paid out of the Estate proceeds, subject to the Trustee obtaining a revised or amended Administrative Agreement with CRA. A true copy of this spreadsheet is attached hereto as **Exhibit "K"**.

39. RBC is concerned that the fees and disbursements of the Trustee and Cassels should not be paid out of the proceeds of the Estate in priority to its secured claims and seeks an order of this Court to that effect, together with certain other ancillary relief.

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**SWORN BEFORE ME** over video conference this 4<sup>th</sup> day of March 2024, in accordance with Ontario Regulation 431/20. The affiant was located in Toronto, in the Province of Ontario, while the commissioner, Mariela Adriana Gasparini was located in Vaughan, in the Province of Ontario.

A Commissioner for Taking Affidavits LSO License No.: P14458

**BARRY MUTIS** 

This is Exhibit "A" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits



L6A 4A7

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Royal Bank of Canada Commercial Financial Services 3300 Highway 7 – Suite 200 Concord, Ontario, L4K 4M3

December 12, 2019

### Private and Confidential

INTEGRO BUILDING SYSTEMS INC. 2190 Teston Road Maple, Ontario

ROYAL BANK OF CANADA (the "Bank") hereby confirms the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). Upon satisfaction of the conditions set forth in the Conditions Precedent section and the Conditions Precedent Facility #1 section herein, as determined by the Bank in its sole discretion, this Agreement amends and restates without novation the existing agreement dated February 1, 2018 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

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The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

BORROWER: Integro Building Systems Inc. (the "Borrower")

### **CREDIT FACILITIES**

Facility #1: \$15,000,000.00 revolving demand facility by way of:

a) RBP based loans ("RBP Loans")

Revolve	in increments of:	\$5,000.00	Minimum	retained	balance	\$0.00	
Revolved	i by:	Bank	Interest r	ate (per a	nnum):	RBP +_(	0.50%

### **AVAILABILITY**

Borrowings under this facility shall be used for the purpose of financing day to day operations and current assets.

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

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<sup>1.®</sup> Registered Trademark of Royal Bank of Canada

Integro Building Systems Inc.

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims including, without limitation, Lienable Payables of the Borrower, Integro Building Systems USA Inc. and Integro Building Systems of America (the **"Borrowing Limit"**):

- a) 75% of Good Canadian/US Accounts Receivable;
- b) 90% of Good EDC Accounts Receivable;
- c) 85% of Good Designated Accounts Receivable and
- c) to a maximum of \$4,000,000.00, 50% of the lesser of cost or net realizable value of Work in Progress Inventory.

# REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

# **GENERAL ACCOUNT**

The Borrower shall establish a current account with the Bank (the **"General Account"**) for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility; and
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

Facility #2: \$2,000,000.00 revolving demand facility by way of:

a) Letters of Guarantee in Canadian currency or US currency ("LGs")

Fees to be advised on a transaction-by-transaction basis. Fees and drawings to be charged to Borrower's accounts. Minimum fee of \$100.00 in the currency of issue.

# AVAILABILITY

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

### REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, and regardless of the maturities of any outstanding instruments or contracts, Borrowings under this facility are repayable on demand.

# OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the **"Other Facilities"**). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$100,000.00; and
- b) All Foreign Exchange Forward Contracts outstanding at any time and from time to time.

Integro Building Systems Inc.

# <u>FEES</u>

### **One Time Fee:**

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Application Fee: \$5,000.00

Monthly Fee:

Payable in arrears on the same day of each month.

Administration Fee: \$400.00

# Other-Fees:

Fee for Facility #1:

The Borrower authorizes and directs the Bank to collect the fee(s) specified as the EDC Guarantee Fee in the EDC Guarantee Approval and pay EDC for their coverage under their Export Guarantee Program.

# **SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Postponement and assignment of claim on the Bank's form 918 signed by Hi-Rise Vista Holdings Inc.;
- c) Postponement and assignment of claim on the Bank's form 918 signed by 61/67 Claireville Holdings Ltd.;
- d) Postponement and assignment of claim on the Bank's form 918 signed by Chafhold Corporation;
- e) Postponement and assignment of claim on the Bank's form 918 signed by 2654506 Ontario Limited;
- f) Postponement and assignment of claim on the Bank's form 918 signed by Jim Mitchell;
- g) Postponement and assignment of claim on the Bank's form 918 signed by Paolo DeTorrea

Security for the Borrowings under Facility #1 (collectively, the "Facility #1 Security") shall include:

- EDC Guarantee Approval confirming EDC's guarantee of 50% of the aggregate Borrowings outstanding under Facility #1;
- i) US form of guaranty and subordination agreement granted by Integro Building Systems USA Inc., as guarantor, in favour of the Bank in connection with the obligations of Integro Building Systems Inc. to the Bank, in form and substance satisfactory to the Bank; supported by:
  - i. a US security agreement signed by Integro Building Systems USA Inc., in favour of the Bank, in form and substance satisfactory to the Bank; filed by way of a uniform commercial code financing statement in the States of Florida and California; and
  - ii. a legal opinion
- j) US form of guaranty and subordination agreement granted by Integro Building Systems of America Inc., as guarantor, in favour of the Bank in connection with the obligations of Integro Building Systems of America Inc. to the Bank, in form and substance satisfactory to the Bank; supported by:

Page 3 of 8

- a US security agreement signed by Integro Building Systems of America Inc., in favour of the Bank, in form and substance satisfactory to the Bank; filed by way of a uniform commercial code financing statement in the States of Florida and New York; and
- iii a legal opinion;
- k) Guarantee and postponement of claim on the Bank's form 812 in an unlimited amount signed by Integro IBS Holdings Inc.
- Security agreement (accounts receivable) on the Bank's form 925 signed by the Borrower constituting a first ranking security interest in all accounts receivable of the Borrower;
- m) Security agreement (inventory) on the Bank's form 926 signed by the Borrower constituting a first ranking security interest in all inventory of the Borrowers.

In addition to the security set forth in paragraphs a) to g), inclusive above, security for Borrowings under Facility #2 (the "Facility #2 Security") shall include:

n) EDC Account Performance Security Guarantee, Certificate of Cover issued by EDC confirming EDC's guarantee of 100% of the amount of each LG issued under Facility #2 (each an "EDC PSG Guarantee").

Collectively, the security set forth in paragraphs a) to n), inclusive above, is referred to as the "Security".

# FINANCIAL COVENANTS

In the event that the Borrower or Integro IBS Holdings Inc. changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility, the Integro IBS Holdings Inc. covenants and agrees with the Bank that the Integro IBS Holdings Inc. will:

- a) maintain on a consolidated basis, to be measured as at the end of each fiscal year:
  - i. shareholder loans of at least \$3,620,000.00; and
  - ii. ensure, to be measured as at the end of each fiscal year, a ratio of Total Liabilities to Tangible Net Worth of not greater than 4:1 as of fiscal year ending December 31, 2019, reducing to 3.25:1 as of fiscal year ending December 31, 2020, and thereafter maintain to be measured as at the end of each fiscal year, a ratio of Total Liabilities to Tangible Net Worth of not greater than 3.25:1.

# **REPORTING REQUIREMENTS**

The Borrower and Integro IBS Holdings Inc. will provide the following to the Bank:

:

- a) monthly Borrowing Limit Certificate, substantially in the form of Schedule "F" signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 30 days of each month end;
- b) quarterly company prepared combined financial statements for the Borrower, Integro Building Systems USA Inc. and Integro Building Systems of America Inc., within 45 days of each fiscal quarter end;

Integro Building Systems Inc.

- c) annual Borrower's Compliance Certificate, substantially in the form of Schedule "G" signed by an authorized signing officer of the Borrower, within 120 days of each fiscal year end, certifying compliance with this Agreement;
- annual Integro IBS Holdings Inc. Compliance Certificate, substantially in the form of Schedule "I" signed by an authorized signing officer of Integro IBS Holdings Inc., within 120 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement;
- e) annual audited financial statements for the Borrower, within 120 days of each fiscal year end;
- f) annual audited consolidated financial statements for Integro IBS Holdings Inc., within 120 days of each fiscal year end;
- g) annual audited consolidated financial statements for Integro Building Systems USA Inc., within 120 days of each fiscal year end;
- h) annual notice to reader financial statements for Integro IBS Holdings Inc., within 120 days of each fiscal year end; and
- i) such other financial and operating statements and reports as and when the Bank may reasonably require.

# CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received;

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, with the exception of the Facility #1 Security and Facility #2 Security, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

### Additionally:

 e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

# CONDITIONS PRECEDENT\_FACILITY#1

In addition to the conditions set forth in the Conditions Precedent section above, the availability of any Borrowing under Facility #1 is conditional upon the receipt of:

- a) the Facility #1 Security, registered as required to the satisfaction of the Bank; and
- b) a copy of opening balance sheet for the Borrower, and evidence, satisfactory to the Bank, of equity injection in the Borrower in the form of deposits into an account held at the Bank in a minimum amount of \$3,000,000.00. The funds deposited will not be reimbursed by way of new loan proceeds.

# **CONDITIONS PRECEDENT FACILITY #2**

In addition to the conditions set forth in the Conditions Precedent section above, the availability of any Borrowing under Facility #2 is conditional upon the receipt of the following prior to each and every Borrowing:

a) an EDC PSG Guarantee in connection with the requested LG.,

### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

### GOVERNING LAW JURISDICTION

Province of Ontario.

ACCEPTANCE This Agreement is open for acceptance until January 14, 2020, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA
Per
Title: Vice President
RBC Contact: Sergio Ciccarelli
/db
We acknowledge and accept the terms and conditions of this Agreement on this 13 day of <u>pectember</u> , <u>2019</u> .
INTEGRO BUILDING SYSTEMS INC.
Per: I W Name: / Curris-concer UBERTA
Title: / PRECTOR & A.S.O.
Per: h sth
Name: / Jim MUTCHRLL
Title: / Philsing Ticko,
I/We have the authority to bind the Borrower
As Guarantor, we acknowledge and confirm our agreement with the terms and conditions of this Agreement on this day of
Name: Mestante MEETA
Name: (MRSTANER UBERTA Title: DRECAR & A.S.O.
La tric
Name:
TITLE: PIZES IONT & C. E.O.

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I/We have the authority to bind the Guarantor

Integro Building Systems Inc.	December 12, 2019
As Guaranter, we acknowledge and confirm our agreement Agreement on this 13 <sup>TH</sup> day of <u>DEOGMBER</u> .	with the terms and conditions of this 20,9
INTEGRO BUILDING SYSTEMS USA INC.	
Per:	
Name: Musconer UBERTA Title: DRECTOR & A.S.O.	
Per: juitte	
Name: PlasidRJT 2C1E-0 Title: ImMALTCHTLL	
I/We have the authority to bind the Guarantor	
As Guarantor, we acknowledge and confirm our agreement Agreement on this 13 <sup>TH</sup> day of <u>BECKENSEE</u> ,	with the terms and conditions of this 
INTEGRO BUILDING SYSTEMS OF AMERICA INC.	
Per:	
Name: Title: DRECTOR & A.S.O.	
Per: JAWE	
Name: / IMMATCHELL Title: FILLSIONTZC. 6.0.	

I/We have the authority to bind the Guarantor

\attachments: Terms and Conditions Schedules:

- Definitions .
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- Calculation and Payment of Interest and Fees Additional Borrowing Conditions Borrowing Limit Certificate Compliance Certificate RBC Covarity Dashboard Terms and Conditions Integro IBS Holdings Inc. Compliance Certificate •

# **TERMS AND CONDITIONS**

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

# REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LGs which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("**Reducing Term** Loan/Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

# PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

# **EVIDENCE OF INDEBTEDNESS**

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the

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repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

# **GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

# FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In

Integro Building Systems Inc.

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addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

# **GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

### AMENDMENTS AND WAIVERS

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

# SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

### GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

### SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

# GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

# DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

### SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

## NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

### CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

### NON-MERGER

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

# JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

### **COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

### **ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as

though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

# ELECTRONIC IMAGING

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a **"Paper Record"**) into electronic images (each, an **"Electronic Image**") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

# **REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

# LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

### WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

### **EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

### JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the **"Judgement Currency")** any amount due hereunder in any currency other than the Judgement Currency, then

Integro Building Systems Inc.

conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

#### **EVENTS OF DEFAULT**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

#### **INCREASED COSTS**

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum

Page 6 of 7

received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

#### CONFIDENTIALITY

This Agreement and all of its terms are confidential (**"Confidential Information**"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

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#### Schedule "A"

#### DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";

**"Business Day**" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Canadian/US Accounts Receivable" means trade accounts receivable of the Borrower, Integro Building Systems USA Inc. and Integro Building Systems of America Inc., owing by Persons whose chief operating activities are located in the US or Canada;

"**Contaminant**" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Designated Accounts Receivables" means trade accounts receivable of the Borrower owing by Ellis Don and PCL Construction, whose chief operating activities are in Canada;

"EDC" means Export Development Canada;

**"EDC Accounts Receivable"** means trade accounts receivable of the Borrower and Integro Building Systems USA Inc., where the payment has been insured by EDC, and the Bank has been provided with a duly executed Direction to Pay supported by a copy of the applicable insurance policy and any renewals thereof;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equity" means the total of share capital, (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Good Canadian/US Accounts Receivable" means Canadian/US Accounts Receivable excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

"Good Designated Accounts Receivables" means Designated Accounts Receivables Receivable excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

"Good EDC Accounts Receivable" means EDC Accounts Receivable, excluding (i) the entire amount of accounts, any portion of which is outstanding more than 120 days after billing date, provided that the under 120 day portion may be included where the over 120 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, or (vi) any accounts which the Bank has previously advised to be ineligible;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Interest Expense" means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"Letter of Guarantee" or "LG" means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

"Lienable Payables" means lienable payables owing by the Borrower, include but are not limited to all amounts owing to suppliers of goods and/or services to a contract site and/or to the Borrower where the lienable payables are defined by the Borrower;

"Maturity Date" means the date on which a facility is due and payable in full;

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"Permitted Encumbrances" means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances. on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

**"Postponed Debt"** means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and "Royal Bank Prime" each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"RBUSBR" and "Royal Bank US Base Rate" each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

"Tangible Net Worth" means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

"Total Liabilities" means all liabilities, exclusive of deferred tax liabilities and Postponed Debt;

"Unencumbered Inventory" means inventory of the Borrower which is not subject to any security interest or other encumbrance or any other right or claim which ranks or is capable of ranking in priority to the Bank's security including, without limitation, rights of unpaid suppliers to repossess inventory within 30 days after delivery and rights of unpaid farmers, fishermen and aquaculturalists in respect of any unpaid amounts for products sold and delivered within the previous 15 days, under the *Bankruptcy and Insolvency Act*, Canada;

"US" means United States of America.

"Work in Progress Inventory" means the portion of the Borrower's Unencumbered Inventory that is classified as work-in-progress inventory.

#### Schedule "B"

#### CALCULATION AND PAYMENT OF INTEREST AND FEES

#### LIMIT ON INTEREST

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

#### **OVERDUE PAYMENTS**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and  $\therefore$  after any or all of default, maturity date, demand and judgement.

#### EQUIVALENT YEARLY RATES

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

#### TIME AND PLACE OF PAYMENT

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

#### **RBP LOANS**

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

#### LETTER OF GUARANTEE FEES

The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency and fees for LGs issued in any other approved currency shall be paid in Canadian currency.

#### Schedule "D"

#### ADDITIONAL BORROWING CONDITIONS

#### LGs:

Borrowings made by way of LGs will be subject to the following terms and conditions:

- a) each LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LG, the Borrower shall execute a duly authorized application with respect to such LG and each LG shall be governed by the terms and conditions of the relevant application for such contract;
- c) an LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LG has been obtained;
- d) any LG issued under a term facility must have an expiry date on or before the Maturity Date of the term facility, unless otherwise agreed by the Bank; and
- e) if there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LG, the terms of the application for LG shall govern.

#### FEF Contracts:

"Foreign Exchange Forward Contract" or "FEF Contract" means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank;

At the Borrower's request, the Bank may agree to enter into FEF Contracts with the Borrower from time to time. The Borrower acknowledges that the Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. If the Bank does enter into a FEF Contract with the Borrower, it will do so subject to the following:

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement of which this schedule forms a part, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;
- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;

- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract.

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#### Schedule "F"

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#### **BORROWING LIMIT CERTIFICATE**

í				orrower here	by certify as of
mor	nth ending	<u>]_</u>	; •p· • • • • • • • • • • • • • • • • • •		
	2019 and Royal Ba records a	d any Ink of and in	with and have examined the provisions of the Agr amendments thereto, between Integro Building Canada, as the Bank and have made reasonab quiries of other officers and senior personnel of t have the same meanings where used in this ce	Systems Inc le investigat the Borrowe	., as Borrower, and ions of corporate
<b>2</b> .	The Borro	owing	Limit is \$calculated as f	ollows:	
Tota	al Canådi	an/US	Accounts Receivable		\$
Les	S:	a)	Accounts, any portion of which exceeds 90 days	\$	
		b) c)	Accounts due from affiliates "Under 90 days" accounts where collection is suspect	\$ <u> </u>	
		d) e)	Accounts subject to prior encumbrances Holdbacks, contra-accounts or rights of set- off	\$ \$	
		f)	Accounts included elsewhere in the Borrowing Limit calculation	\$_ <u></u>	
Plus	s:	g) h)	Other ineligible accounts Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as	\$ \$	
Goo	d Canadi	an/149	nevertheless good S Accounts Receivable		۸. ¢
			Canadian/US Accounts Receivable at 75% of A		A \$ B \$
			ts Receivable		\$
Less	S:	a)	Accounts, any portion of which exceeds 120 days	\$ <u></u>	2 <del></del>
		b)	Accounts due from affiliates	\$	
		c)	"Under 120 days" accounts where collection is suspect	\$;	
		d) e)	Accounts subject to prior encumbrances Holdbacks, contra-accounts or rights of set- off	\$ \$	
		f)	Other ineligible accounts	¢	
Plus	:	r) g)	Under 120 day portion of accounts included in a) above, where the over 120 day portion is	\$ \$	
			less than 10% of the amount of accounts, which the Bank has designated as nevertheless good		
			ts Receivable		С \$
			DC Accounts Receivable at 90% of C		D \$
	_		ccounts Receivable		\$
Less	5:	a)	Accounts, any portion of which exceeds 90 days	\$	,
		b)	Accounts due from affiliates	\$ <u>.                                    </u>	
		c)	"Under 90 days" accounts where collection is suspect	\$ <u>`</u>	

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#### Schedule F

·	d)	Accounts subject to prior encumbrances	\$ <u>.                                    </u>	_
	e)	Holdbacks, contra-accounts or rights of set- off	\$	
	f)	Accounts included elsewhere in the	\$	
		Borrowing Limit calculation		
	g)	Other ineligible accounts	\$	
Plus:	h)	Under 90 day portion of accounts included in	\$ <u> </u>	
		a) above, where the over 90 day portion is		
		less than 10% of the amount of accounts,		
		which the Bank has designated as		
Good Dooig	antad	nevertheless good		<b>F A</b>
		Accounts Receivable		E \$ F \$
Total invento	JUUU Vrv da	Designated Accounts Receivable at 85% of E ssified as work-in-progress inventory (valued		г ֆ
		r net realizable value)		φ <u></u> .
Less:	a)	Inventory subject to prior encumbrances	\$	
	b)	Inventory subject to 30 day supplier payables	<u>\$</u>	
	c)	Other non qualifying inventory	s	
Work in Prog				G \$,
		n Progress Inventory at 50% of G (Max		H \$
\$4,000,000.0	)))			\>
Less:		Potential Prior-Ranking Claims of the		
		Borrower, Integro Building Systems USA Inc.		
		and Integro Building Systems of America		
		Inc., while not limited to these include:		
Sales tax, Ex			\$	
		deductions such as E.I., CPP, Income Tax	<u>\$</u>	
Workers Cor			\$	
		ons, Vacation Pay lan Contributions	<u>⊅:</u> ,	
		operty & Business Tax and potential claims		
		such as subcontractors	<u>⊕∡</u> ;	
Other	1000		\$	
	al Prio	or-Ranking Claims	* <u></u> /	)) <b>š</b>
Borrowing Li				S.
Less:	`	Facility #1 Borrowings		<b>S</b> ;
Margin Surpl	us (D			<b>S</b>
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- 3. Annexed hereto are the following reports in respect of the Borrower, Integro Building Systems USA Inc. and Integro Building Systems of America Inc.:
- a) aged list of accounts receivable,
- b) aged list of accounts payable,
- c) detailed listing of Lienable Payables,
- d) aged list of EDC Accounts Receivable indicating country of origin for each receivable and most recent credit approval listing from EDC supported by Direction to Pay,
- e) status of inventory, and
- f) listing of Potential Prior-Ranking Claims.

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4. The reports and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.

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Dated this	_ day of, 20
Per:	· <u> </u>
Name:	<u></u>
Title:	

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#### Schedule "G"

#### **COMPLIANCE CERTIFICATE**

I, \_\_\_\_\_, representing the Borrower hereby certify as of fiscal year ending\_\_\_\_\_\_,

- I am familiar with and have examined the provisions of the Agreement dated December 12, 2019 and any amendments thereto, between Integro Building Systems Inc., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.
- 2. The representations and warranties contained in the Agreement are true and correct.
- 3. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of the Borrower, any such event or circumstance will occur.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_20\_\_\_.

Per:	<u> </u>
Name:	<u></u>
Title:	<u> </u>
Per:	
Title:	

#### Schedule "H"

#### **RBC COVARITY DASHBOARD TERMS AND CONDITIONS**

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the "**RBC Covarity Dashboard Terms and Conditions**") apply and are deemed to be included in, and form part of, the Agreement.

1. **Definitions.** For the purpose of the RBC Covarity Dashboard Terms and Conditions:

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"**Disabling Code**" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

**"Designated User"** an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"Electronic Channel" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"Electronic Communication" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"Electronically Submitted Certificates" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"Electronically Uploaded Financial Information" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"Internet" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"**Password**" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"Security Breach" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"Security Device" means a combination of a User ID and Password.

"Software" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"User ID" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"**Virus**" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

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**2.** Access to the Service. The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and email address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

**3.** Security Devices. The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

**4. Security.** Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

**5. Unsecure Electronic Channels.** The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

**6.** Notice of Security Breach. The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

7. Binding Effect. Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act certificates accordingly.

**8. Representations and Warranties.** The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

**9.** Evidence. Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

**10. Limitation of Liability.** The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for

any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

12. Amendment. The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.

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#### Schedule "I"

#### INTEGRO IBS HOLDINGS INC. COMPLIANCE CERTIFICATE

l,\_\_\_\_\_, representing Integro IBS Holdings Inc. hereby certify as of fiscal year ending,\_\_\_\_\_

- I am familiar with and have examined the provisions of the Agreement dated December 12, 2019, and any amendments thereto, between Integro Building Systems Inc., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.
- 2. The representations and warranties contained in the Agreement are true and correct.
- 3. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of Integro IBS Holdings Inc., any such event or circumstance will occur.
- 4. The ratio of Total Liabilities to Tangible Net Worth is \_\_\_\_\_:1, being not greater than the minimum required ratio of 4:1, reducing to 3.25:1 as at fiscal year ending December 31, 2020 and thereafter.
- 5. Shareholders' loans are \$\_\_\_\_\_\_being not less than the minimum amount of \$3,620,000.00.
- 6. The detailed calculations of the foregoing ratios and covenants is set forth in the addendum annexed hereto and are true and correct in all respects.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Per:	~=— <u></u>			 <u> </u>
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This is "Exhibit "B" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or

Declaration Remotely

Jomine

A Commissioner for taking affidavits

September 15, 2023

Via e-mail: matthew.lem@mnp.ca

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

Attention: Matthew Lem

Dear Sir:

#### Re: Integro Building Systems Inc. ("Integro")

We are independent counsel to MNP Ltd., in its capacity as bankruptcy trustee of Integro. We have received electronic copies of the Documents (as defined below) from counsel to Royal Bank of Canada (the "Secured Creditor") and you have asked us to, among other things, opine on the creation and perfection of the security interests in connection with the Security Documents (as defined below).

#### Examinations

We have examined an executed copy of each of the following documents (collectively, the "Documents"):

- (a) the letter loan agreement dated May 15, 2021 (the "Letter Loan Agreement") issued by the Secured Creditor and accepted, on June 10, 2021, by Integro and Integro Building Systems USA Inc. ("Integro USA"), Integro IBS Holdings Inc. ("Integro Holdings"), and Integro Building Systems of America Inc. ("Integro America" and together with Integro, Integro USA and Integro Holdings, the "Debtors"), which letter loan agreement amended and restated the letter loan agreement dated December 12, 2019 issued by the Secured Creditor and accepted, on December 13, 2019, by the Debtors;
- (b) the RBC Royal Bank Visa business card agreement, accepted by Integro on May 25, 2017 (we note that pages 10 and 11 of such agreement appear to be missing);
- (c) the general security agreement dated February 23, 2018, given by Integro to and in favour of the Secured Creditor (such general security agreement appearing to co-exist with the general security agreement dated May 3, 2017, given by Integro to and in favour of the Secured Creditor);
- (d) the security agreement (accounts receivable) dated February 23, 2018, given by Integro to and in favour of the Secured Creditor;
- (e) the security agreement (inventory) dated February 23, 2018, given by Integro to and in favour of the Secured Creditor;



- (f) the guarantee and postponement of claim dated February 23, 2018, given by Integro Holdings to and in favour of the Secured Creditor;
- (g) the postponement and assignment of claim dated December 16, 2019, given by Chafhold Corporation to and in favour of the Secured Creditor (and acknowledged by Integro);
- (h) the postponement and assignment of claim dated December 16, 2019, given by Hi-Rise Vista Holdings Inc. to and in favour of the Secured Creditor (and acknowledged by Integro);
- (i) the postponement and assignment of claim dated December 16, 2019, given by Jim Mitchell to and in favour of the Secured Creditor (and acknowledged by Integro);
- (j) the postponement and assignment of claim dated December 16, 2019, given by Jim Mitchell to and in favour of the Secured Creditor (and acknowledged by Integro);
- (k) the postponement and assignment of claim dated December 16, 2019, given by 61/67 Claireville Holdings Ltd. to and in favour of the Secured Creditor (and acknowledged by Integro);
- the postponement and assignment of claim dated December 17, 2019, given by 2654506 Ontario Limited to and in favour of the Secured Creditor (and acknowledged by Integro); and
- (m) the postponement and assignment of claim dated December 17, 2019, given by Paolo Detorre to and in favour of the Secured Creditor (and acknowledged by Integro).

The documents listed in paragraphs (c), (d), and (e) above are collectively referred to herein as the "Security Documents".

We note that, in accordance with the Letter Loan Agreement, the Secured Creditor was to receive: (i) a "US form of guaranty and subordination agreement" from each of Integro USA and Integro America; and (ii) "US security agreements" and uniform commercial code financing statements in connection with each such guaranty and subordination agreement. We confirm that copies of such agreements have not been provided to us and would perhaps fall outside of the scope of our review given the purported governing law of these agreements.

#### **Searches**

We have also caused to be made searches of the current name of Integro (as more particularly described below this opinion) in the following registries, as applicable:

- the Ontario Personal Property Registry (the "ON PPR") pursuant to the Personal Property Security Act (Ontario) (the "PPSA");
- (b) the British Columbia Personal Property Registry (the "**BC PPR**") pursuant to the *Personal Property Security Act* (British Columbia);
- (c) the Canadian Securities Registration Systems for security filed under Section 427 of the Bank Act (Canada) against Integro in Ontario and British Columbia;



- (d) the Canadian Intellectual Property Office ("CIPO"); and
- (e) the Office of the Superintendent of Bankruptcy.

We have reviewed the results of these searches and have made such other investigations and searches as we have deemed necessary or appropriate in the preparation of this opinion.

#### Assumptions and Interpretation

With respect to the opinions expressed below, we have made the assumptions set out on <u>Schedule "A"</u> hereto in addition to those set out in the body of this letter. If any of these assumptions are incorrect, please advise us as soon as possible, as that may impact our opinions.

#### Laws Addressed

The opinions expressed in this letter are limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without limiting the generality of the immediately preceding sentence, we express no opinion with respect to the laws of any other jurisdiction other than the laws of the Province of Ontario and the federal laws of Canada applicable therein to the extent that those laws may govern the validity, perfection, effect of perfection or non-perfection or enforcement of the security interests created by the Security Documents as a result of any conflict of laws rules including, without limitation, sections 5 to 8.1 inclusive of the PPSA. In addition, we express no opinion whether, pursuant to those conflict of laws rules, the laws of any other jurisdiction would govern the validity, perfection, effect or enforcement of those security interests.

#### Opinions

Based and relying upon the foregoing, and the limitations, assumptions and qualifications set out in this letter, in our opinion:

- 1. **Creation of Security Interest.** Each Security Document creates a security interest in favour of the Secured Creditor in the assets, property and undertaking of Integro as described therein (collectively, the "**Collateral**") to which the PPSA applies and in which Integro now has rights, and is sufficient to create a security interest in favour of the Secured Creditor in the Collateral in which Integro hereafter acquires rights when those rights are acquired by Integro, in each case to secure payment and performance of the obligations described in the applicable Security Document as being secured thereby.
- 2. Perfection of Security Interests Registration. Registration has been made in all public offices provided for under the laws of the Province of Ontario where such registration is necessary to preserve, protect, or perfect the security interests created by the Security Documents in the applicable Collateral to which the PPSA applies in which Integro has rights. A summary of all registrations, filings or recordings in the Provinces of Ontario and British Columbia made against Integro are set out in <u>Schedule "B"</u>.

3. **Enforceability.** Each Security Document constitutes legal, valid and binding obligations of Integro, enforceable against Integro, or a bankruptcy trustee of Integro, in accordance with the terms thereof.

#### Results of Searches

#### (a) Personal Property

Based on our review of the ON PPR and BC PPR searches against Integro, with a file currency of September 10, 2023 (collectively, the "PPR Search Results"), certain financing statements have been registered against Integro in the ON PPR and the BC PPR. In particular the Secured Creditor has made registrations in the ON PPR as against all of Integro's present and after-acquired personal property as well as in the accounts receivables and inventory of Integro related to contracts insured by Export Development Canada. We note the Secured Creditor has made no filings against Integro in the BC PPR, but that such filings are not required given the representations and warranties made under the Security Documents and the assumptions and qualifications set forth in this letter. The PPR Search Results are summarized in Schedule "B". Copies of the PPR Search Results are attached as Schedule "C" hereto.

#### (b) Bank Act

A search of the Canadian Securities Registration System for security filed under Section 427 of the *Bank Act* (Canada) against the current name of Integro in Ontario and British Columbia dated September 11, 2023 revealed no results.

#### (c) CIPO Trademarks and Patents Databases

Although we express no opinion as to the creation or perfection of any security interest in any property or assets governed by the *Trademarks Act* (Canada), a search of CIPO's trademarks database, with a currency date of September 11, 2023, disclosed 1 trademark in the name of "Integro Building Systems" but did not reveal any documents recording the security interest of the Secured Creditor (or any other creditor) against such trademark.

Although we express no opinion as to the creation or perfection of any security interest in any property or assets governed by the *Patent Act* (Canada), a search of CIPO's patents database, with a currency date of September 11, 2023, disclosed no results.

Although we express no opinion as to the creation or perfection of any security interest in any property or assets governed by the *Copyright Act* (Canada), a search of CIPO's copyright database, with a currency date of September 11, 2023 disclosed no results.

Although we express no opinion as to the creation or perfection of any security interest in any property or assets governed by the *Industrial Design Act* (Canada), a search of CIPO's industrial design database, with a currency date of September 11, 2023, disclosed no results.

With respect to the above CIPO searches, we note that CIPO searches only reflect filings that have been received and processed by CIPO. As a result, if there is a backlog at CIPO with respect to its processing of applications, our searches may not capture recent applications filed by Integro.

#### (d) Office of the Superintendent of Bankruptcy

A search of the Office of the Superintendent of Bankruptcy against Integro relating to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**"), dated September 11, 2023, revealed no results other than the bankruptcy filing made on August 31, 2023. A search of the Office of the Superintendent of Bankruptcy against Integro relating to the *Companies' Creditors Arrangement Act*, dated September 11, 2023, revealed no results.

#### (e) Export Development Canada and Integro Holdings Registration

The ON PPR searches show registrations which are <u>prior</u> in time to the registrations made in favour of the Secured Creditor. Such prior in time registrations are in favour of (i) Integro Holdings, and (ii) Export Development Canada. Both such registrations include all collateral classifications (other than consumer goods) with no general collateral descriptions. Although we express no opinion as to the priority of the various security interests, we note that (a) in connection with the prior in time registration made by Integro Holdings, section 5 of the guarantee and postponement of claim dated February 23, 2018, given by Integro Holdings to and in favour of the Secured Creditor (document (f) under the heading "Examinations" of this letter), includes a contractual assignment and postponement of all indebtedness and liability owing by Integro to Integro Holdings to the Secured Creditor, and (b) we have not examined any documents, instruments or agreements given by Export Development Canada which would affect the priority of the registrations as between Export Development Canada and the Secured Creditor.

#### (f) Other Registrations including Purchase-Money Security Interests Registrations

The ON PPR searches show registrations which are <u>subsequent</u> in time to the registrations made in favour of the Secured Creditor. Such subsequent in time registrations are in favour of (i) Integro Holdings (which is in addition to the registration made by Integro Holdings against Integro and discussed above), (ii) Vault Credit Corporation, (iii) Tip Fleet Services Canada Ltd., (iv) Bercon Rentals Inc., (v) the Secured Creditor (which appears to be in addition to the registration made by the Secured Creditor against Integro in connection with the Letter Loan Agreement), and (vi) State Window Corporation. Although we express no opinion as to the priority of the various security interests and have not reviewed the documents underlying the above subsequent in time registrations, we note that (a) certain of such registrations may constitute purchase-money security interests which would represent potential priority claims over the subject goods, and (b) the existence of one or more of such registrations may have breached certain of the Documents (with respect to the granting of security interests, other than to the Secured Creditor).

#### Qualifications

Our opinions herein are subject to the qualifications set out on Schedule "D" hereto.



#### Use of Opinion

This letter is solely for your use and benefit in your capacity licensed insolvency trustee of Integro and may not be disclosed to or relied upon by anyone other than you without our prior written consent. This letter may not, in whole or in part, be relied upon by any other person, nor may it be quoted from or referred to in any other document (public or private) or be filed with any governmental departments or agency or other regulatory body or authority, without our prior written consent.

Yours very truly,

Yours truly,

Cassels Brock & Blackwell LLP

b Brock & Blackwell LLI

Attachments

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#### Schedule "A" Assumptions

For the purposes of the foregoing opinions we have assumed, having made no enquiry:

(a) the genuineness of all signatures, the legal capacity of any individual signing any of such documents, the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as certified, conformed, photo static or facsimile copies and the veracity of the information contained therein;

(b) the completeness, accuracy, and currency of the indices and filing systems maintained at the public offices where we searched or made inquiries, all documents supplied or otherwise conveyed to us by public officials, and all facts set out in those documents and in official public records;

(c) that each party to the Documents is validly existing under the laws of its jurisdiction of formation;

(d) that each party to the Documents was, as applicable, validly existing at the time of the execution of, and has continued to be validly existing since the execution of, the Security Documents and creation of the rights and obligations thereunder;

(e) each party to the Documents:

(i) has, and had at the time of the execution of the applicable Documents, the requisite power and capacity to carry on business, own properties and assets, and to execute, deliver and perform its obligations under the applicable Documents and to carry out the transactions contemplated under the applicable Documents,

(ii) has, and had at the time of the execution of the applicable Documents, taken all necessary action to authorize the execution, delivery, and performance of its obligations under the applicable Documents, and to carry out the transactions contemplated under the applicable Documents, and

(iii) has duly executed and delivered the Documents to which it is a party;

(f) the Secured Creditor holds proper evidence of the amount of the indebtedness owed to the Secured Creditor by Integro and the dates on which such indebtedness was incurred;

(g) the exercise, by each party, of its rights and the performance of its obligations under the Documents to which it is a party is not, and was not at the time of the creation of the Documents to which it is a party, contrary to its constating documents or governing legislation;

(h) that the Documents constitute a legal, valid, and binding obligation of each party thereto, other than Integro, enforceable against that party in accordance with its terms;

(i) to the extent that any provision of the Documents is to be performed in a jurisdiction other than Ontario, such performance will not be illegal under the laws of that jurisdiction;

(j) that there are no other agreements, including additional schedules or documents delivered pursuant to, or extraneous facts not disclosed in, the Documents that would or might affect the validity or enforceability of the Security Documents;

(k) that Integro received valuable consideration for entering into the Documents and that all of the conditions precedent contained in the Documents, if any, were satisfied or waived;

(I) that attachment of the security interests constituted by the Security Documents has occurred within the meaning of the PPSA;

(m) that none of the Collateral granted to the Secured Creditor to secure the obligations owing by Integro comprises "consumer goods" (as such term is defined in the PPSA);

(n) that perfection of the security interests constituted by the Security Documents in any manner other than registration under the PPSA is irrelevant;

(o) that the description of the Collateral in the Security Documents is accurate;

(p) that the true and correct legal name of Integro is "Integro Building Systems Inc." and that Intregro has no French name or English/French name;

(q) that all information provided to us by offices of public record is accurate and complete;

(r) that all individuals acting or purporting to act as corporate or public officials have the capacity to do so and we have assumed the identity of them;

(s) that the "chief executive office" (as such term is defined in the PPSA) of Integro is, and was at the time that the security interests constituted by the Security Documents attached, located in the Province of Ontario;

(t) the claims of the Secured Creditor with respect to the estate of Integro do not constitute "equity claims", as defined in the BIA;

(u) that the Collateral was located in the Province of Ontario at the time that the security interests constituted by the Security Documents attached, and remains located in the Province of Ontario as at the date hereof and that no Collateral is located in the Province of British Columbia;

(v) Integro has not assigned any of its rights or obligations under any of the Documents to any other parties;

(w) that there are no relevant special facts which are not ascertainable from a review of the Documents which might become the basis for a challenge of the Security Documents, including without limitation whether or not the transactions relating to the Documents constitute a fraudulent preference, fraudulent conveyance or transfer-at-under value; and

(x) that you have requested our opinion on validity of the Security Documents as a whole, and not enforceability of the Security Documents on a paragraph-by-paragraph basis.

### Schedule "B" Summary of PPR Search Results

### ONTARIO

File Number	Registration Date	Expiry Date	Debtor Name	Secured Party	Collateral Classification / General Collateral Description
703987056	March 4, 2015	March 4, 2025	Integro Building Systems Inc	Integro IBS Holdings Inc.	Inventory, equipment, accounts, other, motor vehicles included.
723975075	January 10, 2017	January 10, 2027	Integro Building Systems Inc	Export Development Canada	Inventory, equipment, accounts, other, motor vehicles included.
726519492	April 11, 2017 (renewed on March 18, 2022)	April 11, 2027	Integro Building Systems Inc	Royal Bank of Canada	Inventory, equipment, accounts, other, motor vehicles included.
736119459	January 31, 2018 (renewed on January 6, 2023)	January 31, 2028	Integro Building Systems Inc	Royal Bank of Canada	Accounts, other. 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.
736119468	January 31, 2018 (renewed on January 6, 2023)	January 31, 2028	Integro Building Systems Inc	Royal Bank of Canada	Inventory, other. 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.
773048403	June 2, 2021	Perpetual	Integro Building Systems Inc	Integro IBS Holdings Inc.	Inventory, equipment, accounts, other, motor

#### September 15, 2023 Page 10

File Number	Registration Date			Secured Party	Collateral Classification / General Collateral Description
(asobella	istanska an ene 162 heroda Mericanska		an a		vehicles included. No fixed maturity date.
775525788	August 18, 2021	August 18, 2024	Integro Building Systems Inc Integro Building Systems	Vault Credit Corporation	Equipment, other.
776393784	September 15, 2021	September 15, 2023	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 1999 WABASH VAN STORAGE 53 TAN 1JJV532WXXF625269
779286618	December 24, 2021	December 24, 2023	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 1998 MANAC VAN STORAGE 53 TAN 2M5921617W7055707
779948739	January 27, 2022	January 27, 2024	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 1997 MANAC VAN STORAGE 53 TAN 2M5921619V7046022
	March 22, 2022	March 22, 2024	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 1997 MOND VAN STORAGE 53 TAN 2MN123143V1219501 1996 MANAC VAN
5	Pronosia Al Davinul	al nation nation na	k sent duilding sv: kem- in	febriaki vri	1996 MANAC VAN STORAGE 53 TAN 2M592161XT7034975

File Number	Registration Date	Expiry Date	Debtor Name	Secured Party	Collateral Classification / General Collateral Description
787534101	October 13, 2022	October 13, 2027	Integro Building Systems Inc	Bercon Rentals Inc.	Inventory, equipment, accounts, other, motor vehicles included. No fixed maturity date.
ente Microsoft Ance	n Luf Luf Dan L	i dan mengen 1 Dan mengen 1 Oban mengen	on brann () Li vin Minn Di 201 Juli nav	2	Contract/lease number 125692L-1. Contract/lease number 125547L-1.
787841802	October 25, 2022	October 25, 2024	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 2015 MANAC FLAT 53 TRIDEM 2M5131614G1155200
787885569	October 26, 2022	October 26, 2024	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 2015 MANAC FLAT 53 TRIDEM 2M5131614G1155200
790247889	January 26, 2023	January 26, 2025	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 2006 TRAILMOBILE VAN CARTAGE 5 2MN01JAW061005605
790251111	January 26, 2023	January 26, 2025	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 2006 TRAILMOBILE VAN CARTAGE 5 2MN01JAW061005605
792097722	April 4, 2023	April 4, 2029	Integro Building Systems Inc	Royal Bank of Canada	Consumer goods, motor vehicles included. Amount is \$85,205.86. Date of

File Number	Registration Date	Expiry Date	Debtor Name	Secured Party	Collateral Classification / General Collateral Description
-qoʻpment ndrer mo kr Huded, Mo ri y rate.	nonevil Thuccor Thuccor Thuchevil Thuchesi	ແຕະເວັດ ເມື່ອງການເຮົາ	alipsahi Dadisa Dadisa Dadisa	3. ( 800 million 1997) 24 - 25	maturity is March 22, 2029.
792468522	April 18, 2023	April 18, 2025	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 2006 TRAILMOBILE VAN CARTAGE 5 2MN01JAW061005605
792484254	April 19, 2023	April 19, 2025	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 2006 TRAILMOBILE VAN CARTAGE 5 2MN01JAW061005605
793894158	June 1, 2023	June 1, 2025	Integro Building Systems Inc.	Vault Credit Corporation	Equipment, other.
	June 12, 2023	June 12, 2028	Integro Building Systems Inc.	Bercon Rentals Inc.	Inventory, equipment, accounts, other, motor vehicles included. No fixed maturity date. Contract/lease number 131168L-2.
794951694	July 5, 2023	July 5, 2025	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 1998 STRICK VAN STORAGE 53 TAN 1S12E9538WD435264 1998 STRICK VAN
	ianini (100 - 10 Igi ya Juni Chebul ya	intal di Nu	ान्द्रां स्वत्य प्रत्यक्षिणम् । स्वत्य प्रत्यकृत्यः		STORAGE 53 TAN 1S12E9539WD436519

File Number	Registration Date	Expiry Date	Debtor Name	Secured Party	Collateral Classification / General Collateral Description
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795280527	July 14, 2023	July 14, 2028	Integro Building Systems Inc.	Bercon Rentals Inc.	Inventory, equipment, accounts, other, motor vehicles included. No fixed maturity date. Contract/lease number 1131169M-2
796430412	August 22, 2023	August 22, 2025	Integro Building Systems Inc	Tip Fleet Services Canada Ltd.	Equipment, motor vehicles included. 1999 WABASH VAN STORAGE 53 TAN 1JJV532WXXF625269
796632174	August 28, 2023	August 28, 2028	Integro Building Systems Inc.	State Window Corporation	Equipment. EMMEGI CNC SAW SATELLITE XT 10500 MM DYNAMIC

Base Registration Number	Base Registrat Date	ion Expiry	Date Debtor Name	Secured Party	General Colla Description	ateral
599815L	494-315 2004007 3 - 190401 3 - 190401 4 - 19040	2019 June 27	7, 2024 Integro Building Systems		Fabricated al components the construct Washington S Convention C Addition at 1 Avenue, Seat Washington, value of 20,0 USD.	and glass for tion of the State Center 600 Ninth tle, 98101. Tota



### Schedule "C" PPR Search Results

See attached.

ע. כל מרומאיים איז אראון איגעיניס ויי לאיי יו מוראיניטעצ איי קרא איי איי א ארד אב איינערי, אר איר איי אינעלעי, 10 היוניטאר איי לאך פאמצע גלינעלע איי וייי או דיי היוניטאראה לאוד אייא איי ויייד אאמניק היוויאה כיון בכיצוא

יים - אייאמוני היום איי אי אייהן הייהי לנפיס החליל וויץ מאינער אוניאר אוניי הניסל היוסטי איינאל ליול 2 בילעלימנט היולי

ای الاماند استانین کا منافعات با دیکر میگرد. ««افاری میگان این "مالاً این المیکی میگرد)» در این حال این میتومین آوان اماریکی این میگرد. ««ایکر میتوان میشکر ا

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יי - ייז אינער אין איז אינער איז אינער גענעראלט איז אינער איזער איז אינער איז אינער איז אינער איז אינער איז אי רי דאגער איז איז איז אינער אינער אינער איז אינער אי רי גער איז אינער איז אינער אינער אינער אינעראיז אינער איז אינער איז אינער איז אינער איז אינער איז אינער איז אינ

(1) אריכים בערק איריק, או בייסין ברביטוניים באחרות באורי באורים לבייסין האיריקט.
אריכים באריקט בייטור או בילק בייטור ברייטור באריכים באחר אוויג אוינים און איריקט בייטור אוויגע איריקט.

്റ്റ് നില്പ്പെട്ട് നില്പാന് നില്പാന് പ്രത്തിന്റെ പ്രത്തിന്റെ പ്രത്തനം പ്രത്തനം പ്രത്തനം പ്രത്തനം പ്രത്തനം പ്രത് പെട്ട് പ്രത്തില് പെടുന്നും തില്പാന് പ്രത്തിന് പ്രത്തിന് പ്രത്തിന് പ്രത്തനം നില്പാന് പ്രത്തനം പ്രത്തനം പ്രത്തനം നില്പാന് നിന്നും പ്രത്തനം നില്പാന് പ്രത്തനം പ്രത്തിന്റെ പ്രത്തിനം പ്രത്തനം നില്പാന് പ്രത്തനം പ്രത്തനം പ്രത്തനം നില്പാന് പ്രത്തനം

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : INTEGRO BUILDING SYSTEMS INC.

FILE CURRENCY

: 10SEP 2023

ENQUIRY NUMBER 20230911131742.66 CONTAINS

ESC CORPORATE SERVICES LTD.

445 KING STREET WEST, SUITE 400

RC-27536408

TORONTO ON M5V 1K4

PAGE(S), 25 I

25 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

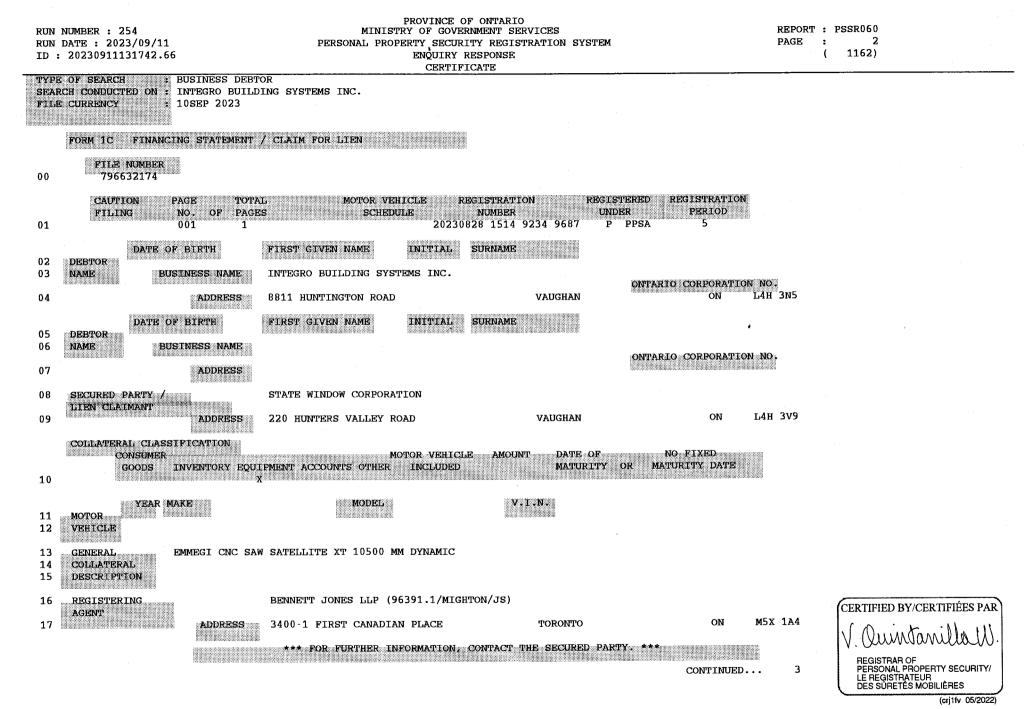
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CERTIFIED BY/CERTIFIÉES PAR (runtanil REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crfj6 05/2022)

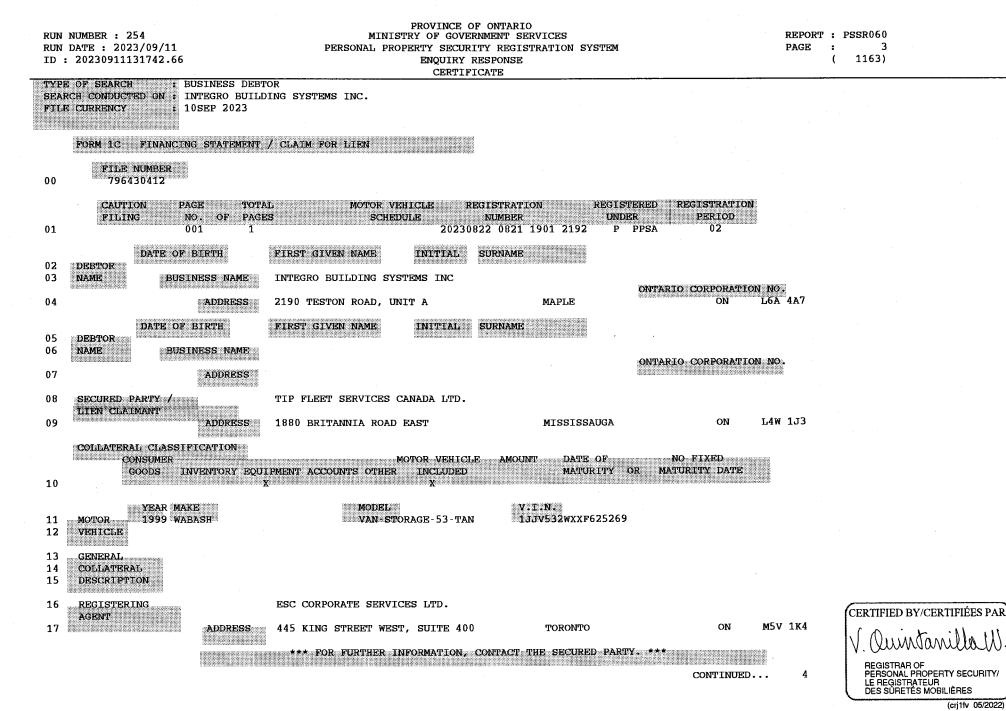
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RUN ID :	NUMBER : 254 DATE : 2023/09/11 20230911131742.66		PERSONAL PROP	PROVINCE OF O TRY OF GOVERNME PERTY SECURITY ENQUIRY RESI CERTIFICAT	ENT SERVICES REGISTRATION SYSTEM PONSE		REPORT PAGE	: PSSR060 : 4 ( 1164)
Sear	ich conducted on : I	BUSINESS DEBT INTEGRO BUILD 10SEP 2023						
		ng statement	/ CLAIM FOR LIEN					
00	FILE NUMBER 795280527							
01	FILING	AGE TOTA NO. OF PAGE 001 1		лв м	JMBER UNI	STERED REGISTRATION DER PERIOD PPSA 5		
02	DEBTOR	BIRTH	FIRST GIVEN NAME	INITIAL SU	name.			
03	NAME BUS	INESS NAME	INTEGRO BUILDING SYS	TEMS INC.		ONTARIO CORPORATION		
04	DATE OF	ADDRESS	8811 HUNTINGTON ROAD FIRST GIVEN NAME	International State	VAUGHAN	ON	L4H 4X1	
05 06	DEBTOR	INESS NAME	TINDI SIVIN NASI					
07		ADDRESS				ONTARIO CORPORATION	I NO.	
08	SECURED PARTY /		BERCON RENTALS INC.					
09	LIEN CLAIMANT	ADDRESS	420 GRAYS ROAD		HAMILTON	ON	L8E 4H6	
10		NVENTORY EQU	M IPMENT ACCOUNTS OTHER ( X X	OTOR VEHICLE INCLUDED X	AMOUNT DATE OF MATURITY	NO FIXED OR MATURITY DATE X		
11 12	YEAR MA MOTOR VEHICLE	KE	MODEL		V.I.N.			
13 14 15	GENERAL C COLLATERAL DESCRIPTION	CONTRACT / LEA	ASE NUMBER 131169M-2					
16	REGISTERING		ROSS & MCBRIDE LLP (	JAE/KMA)				CERTIFIED BY/CERTIFIÉES PAR
17		ADDRESS	1 KING STREET WEST 1		HAMILTON	ON	L8P 1A4	V Quintanilla III.
			*** FOR FURTHER IN	FORMATION, CON	TACT THE SECURED PAR	CONTINUED.	5	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



(crj1fv 05/2022)

RUN ID	NUMBER : 254 DATE : 2023/09/11 : 20230911131742.66	PROVINCE OF MINISTRY OF GOVERN PERSONAL PROPERTY SECURIT ENQUIRY RE CERTIFIC	IMENT SERVICES Y REGISTRATION SYSTEM CSPONSE		REPORT : PAGE : (	PSSR060 5 1165)
SEA	3 OF SEARCH : BUSINESS DEBT RCH CONDUCTED ON : INTEGRO BUILD S CURRENCY : 10SEP 2023					
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN				
00	FILE NUMBER 794951694					
01	CAUTION PAGE TOTA FILING NO. OF PAGE 001 2	S SCHEDULE	ISTRATION REGIST NUMBER UNDE 05 0827 1902 6896 P			
02	DATE OF BIRTH		SURNAME			
03 04	NAME BUSINESS NAME ADDRESS	INTEGRO BUILDING SYSTEMS INC 2190 TESTON ROAD, UNIT A	MAPLE	ONTARIO CORPORATION N ON L6.	0. A 4A7	
05 06	DEBTOR NAME DESINESS NAME	FIRST GIVEN NAME . INITIAL S	SURNAME	•		
07	ADDRESS			ONTARIO CORPORATION N	<b>0</b> .	
08	SECURED PARTY	TIP FLEET SERVICES CANADA LTD.				
09	LIEN CLAIMANT ADDRESS	1880 BRITANNIA ROAD EAST	MISSISSAUGA	ON L4	w 1J3	
10	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY FOUL			NO FIXED DR MATURITY DATE		
11 12	YEAR MAKE MOTOR 1998 STRICK VEHICLE 1998 STRICK	MODEL VAN - STORAGE - 53 - TAN VAN - STORAGE - 53 - TAN	V.I.N. 1s12E9538wD435264 1s12E9539wD436519			
13 14 15	GENERAL COLLATERAL DESCRIPTION					
16	REGISTERING	ESC CORPORATE SERVICES LTD.				CERTIFIED BY/CERTIFIÉES PAR
17	AGENT	445 KING STREET WEST, SUITE 400	TORONTO	ON M5	V 1K4	
		*** FOR FURTHER INFORMATION, C	ONTACT THE SECURED PART	¥***		V. Uninvanilla IV.
				CONTINUED	6	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



RUN NUMBER : 254 RUN DATE : 2023/09/11 ID : 20230911131742.66

#### PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE 6 : ( 1166)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : INTEGRO BUILDING SYSTEMS INC. FILE CURRENCY : 10SEP 2023 

## FORM 4C MOTOR VEHICLE SCHEDULE

2

FILE NUMBER 794951694

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PAGE TOTAL NO. OF PAGES 002

RECISTRATION NUMBER 20230705 0827 1902 6896

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

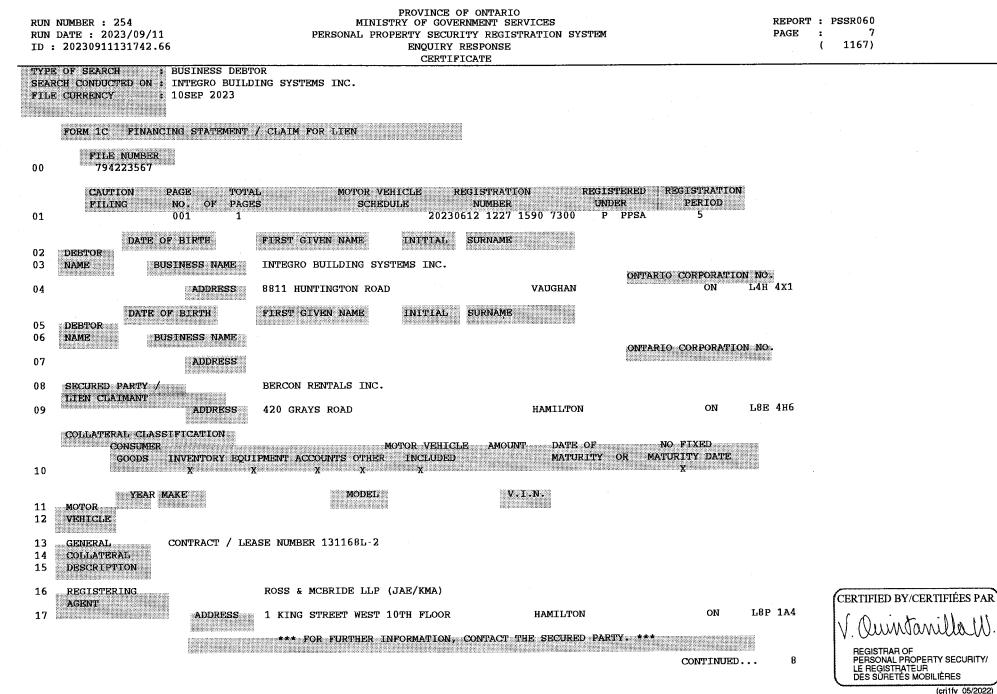
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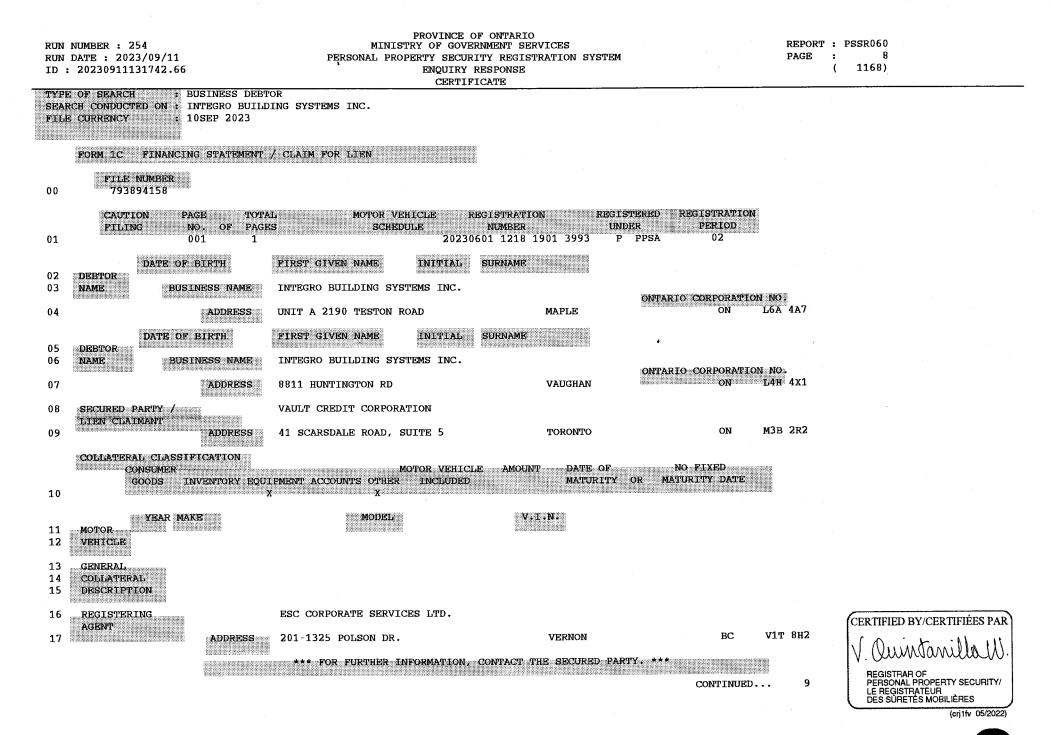
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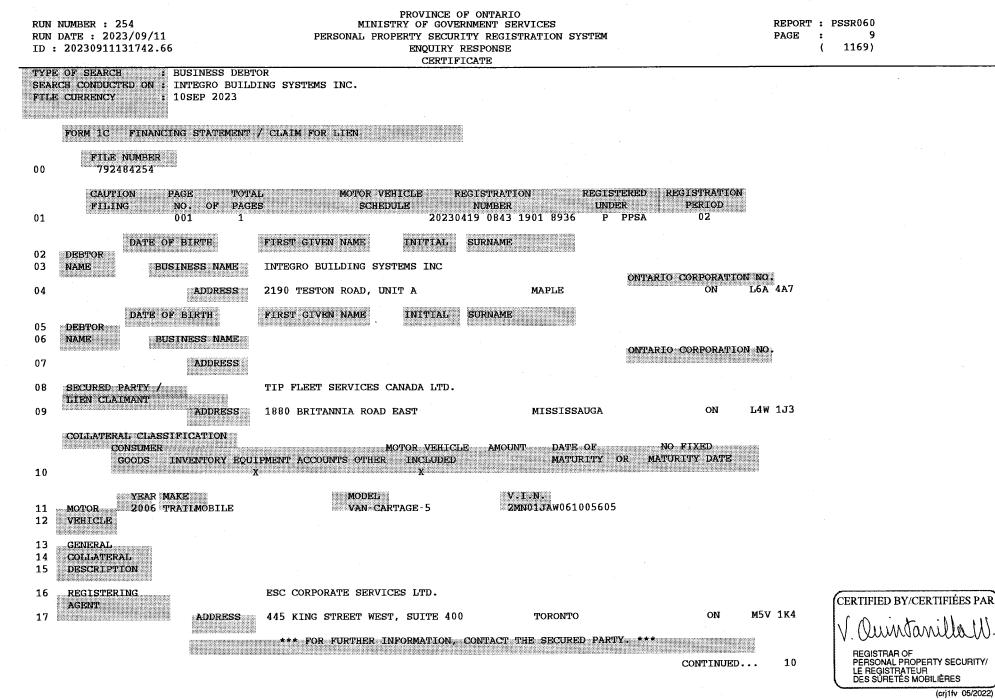


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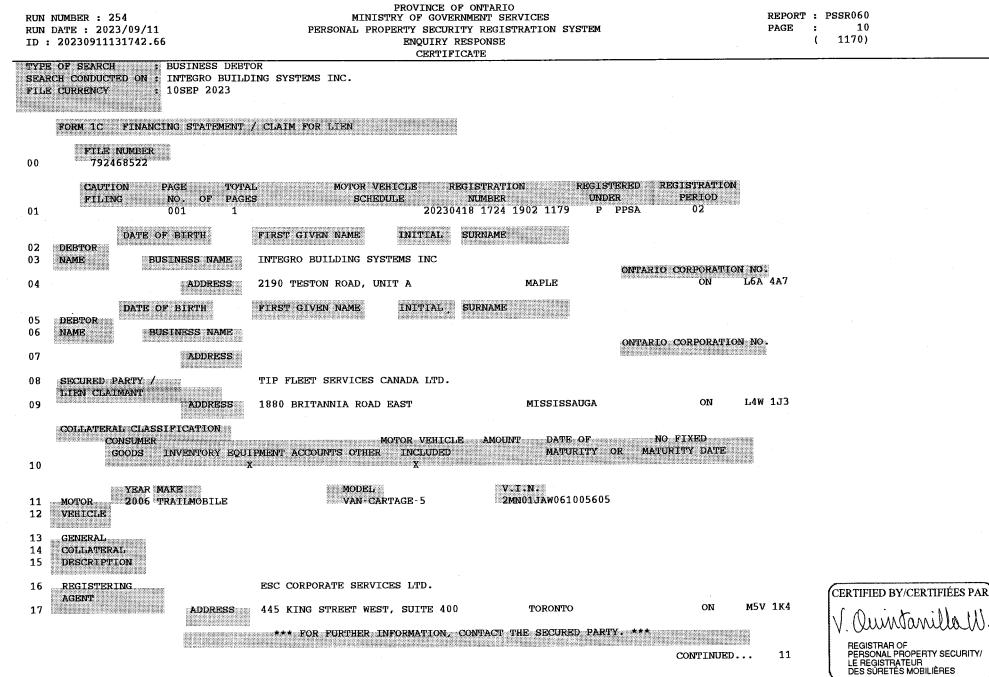




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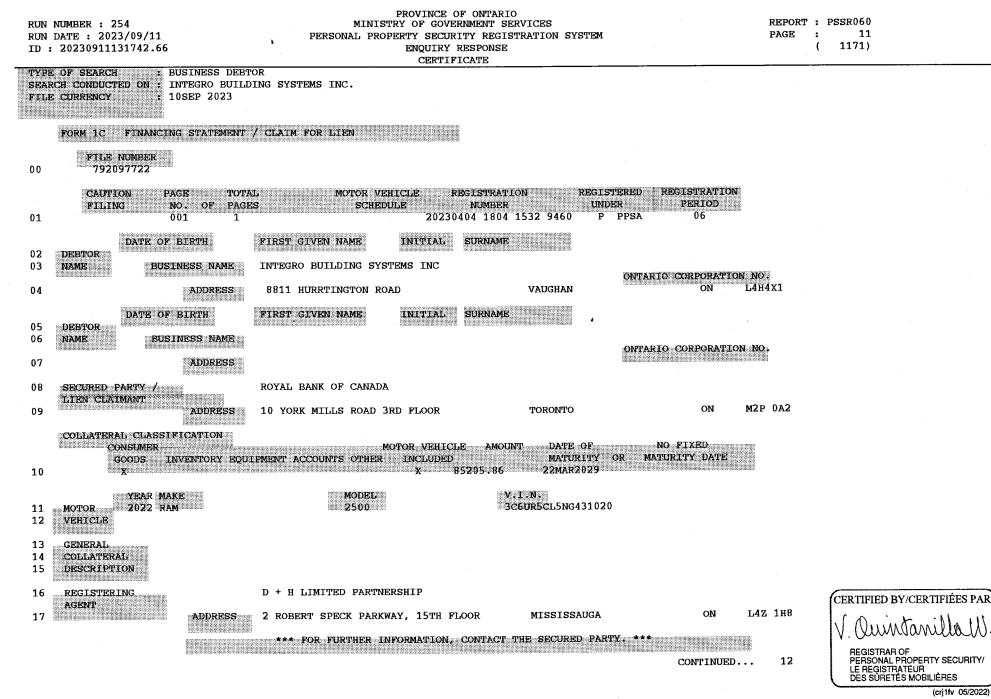


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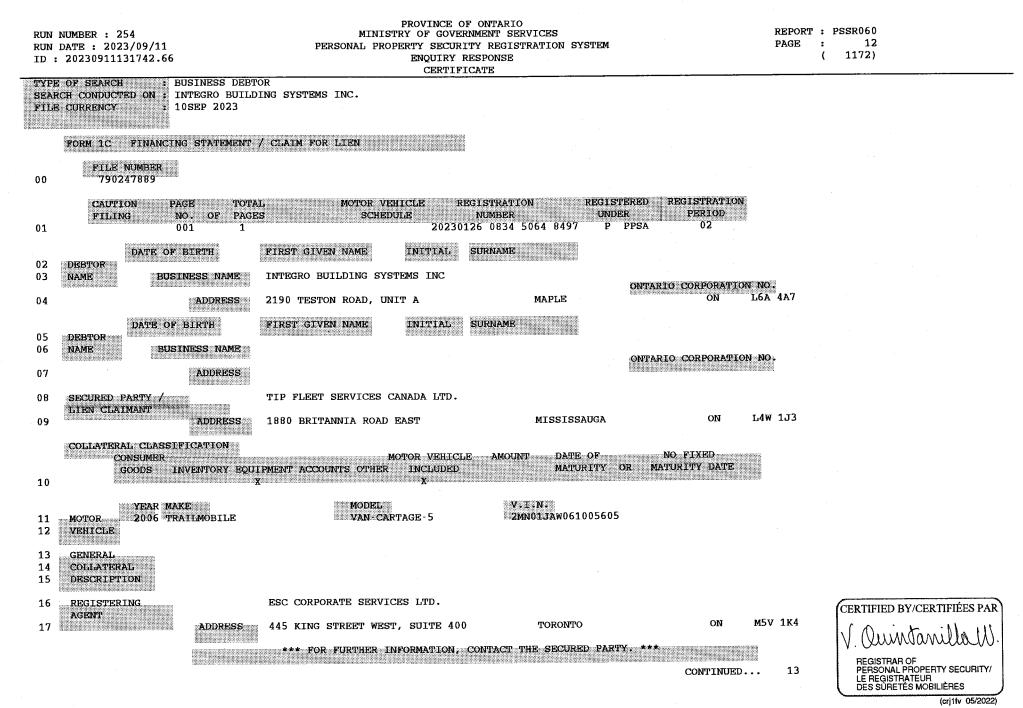


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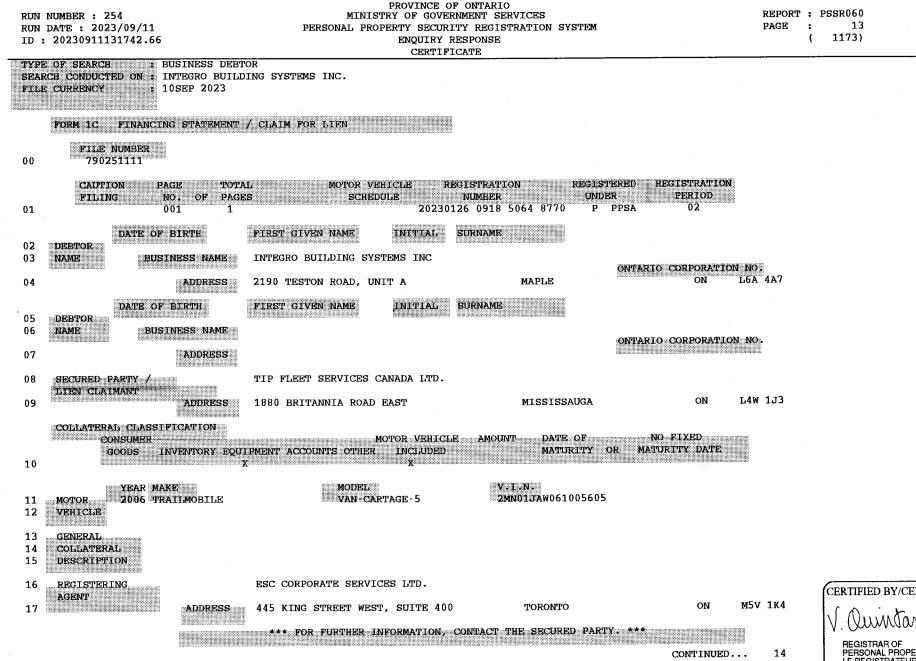


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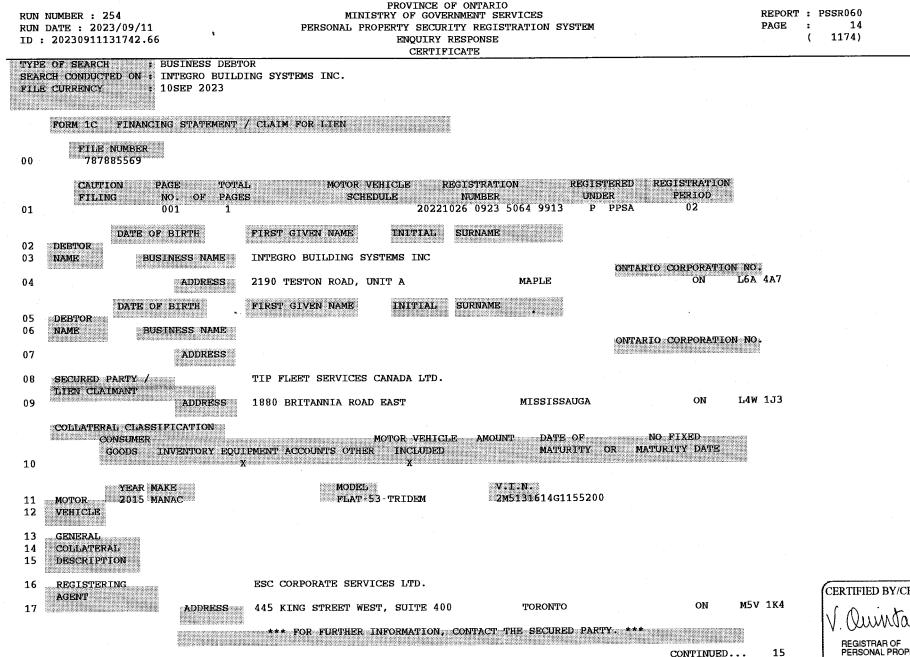


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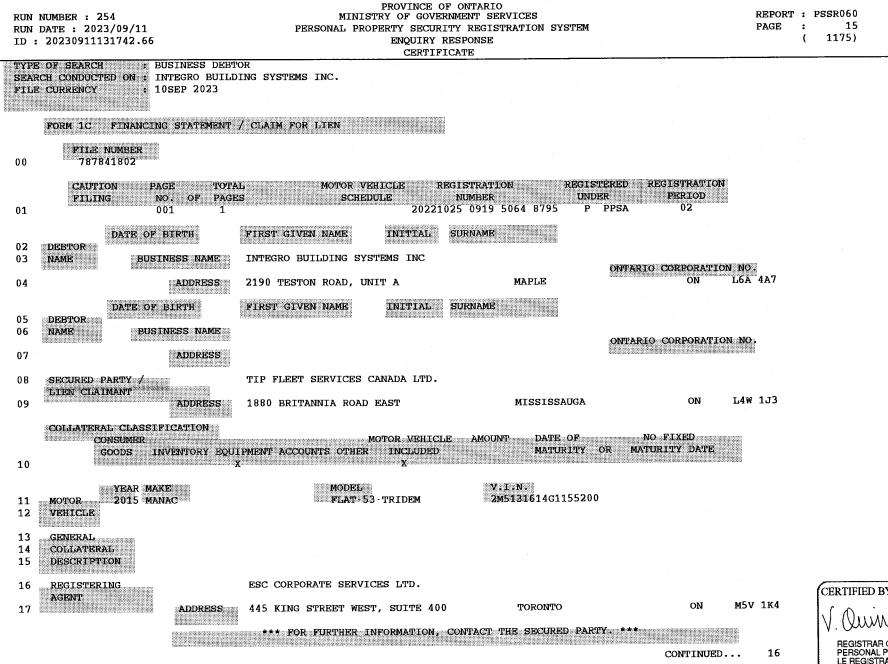
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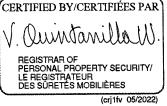




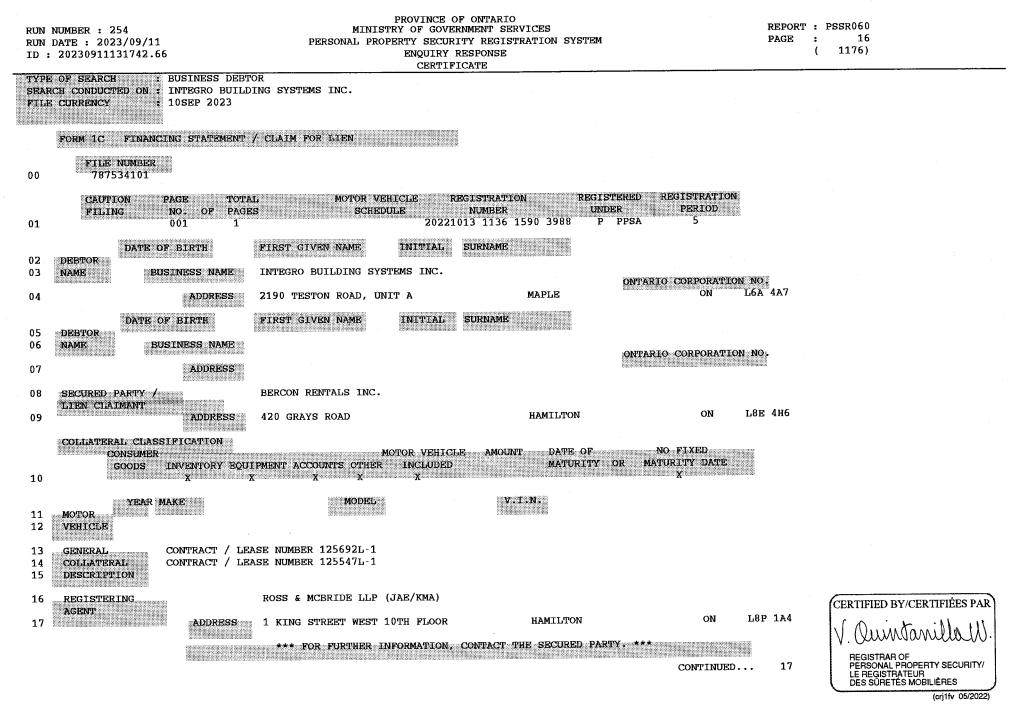




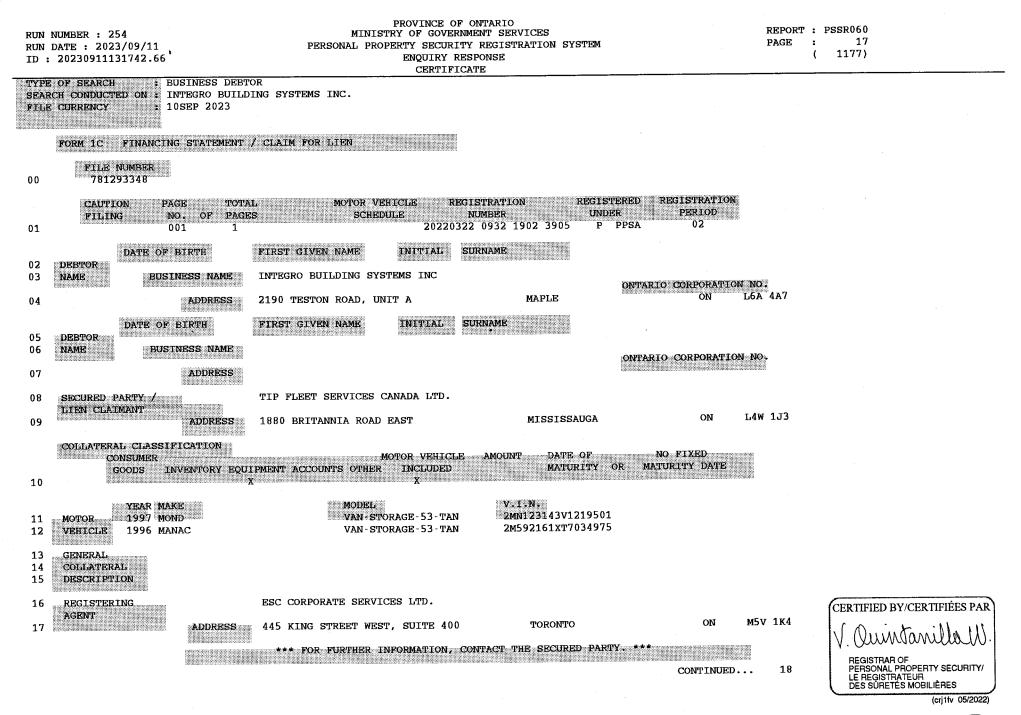




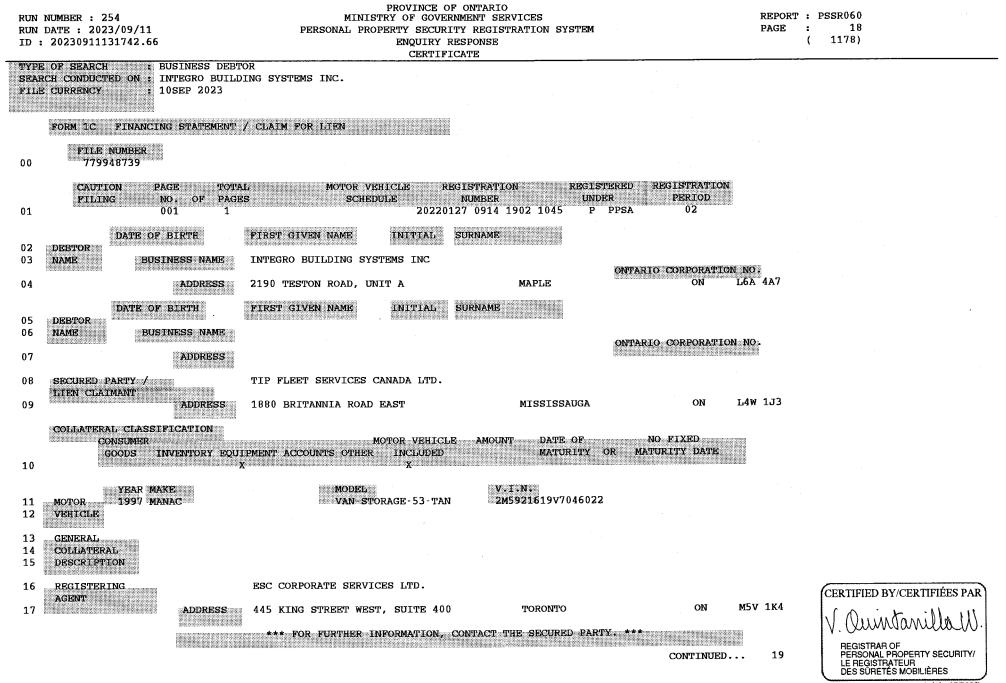






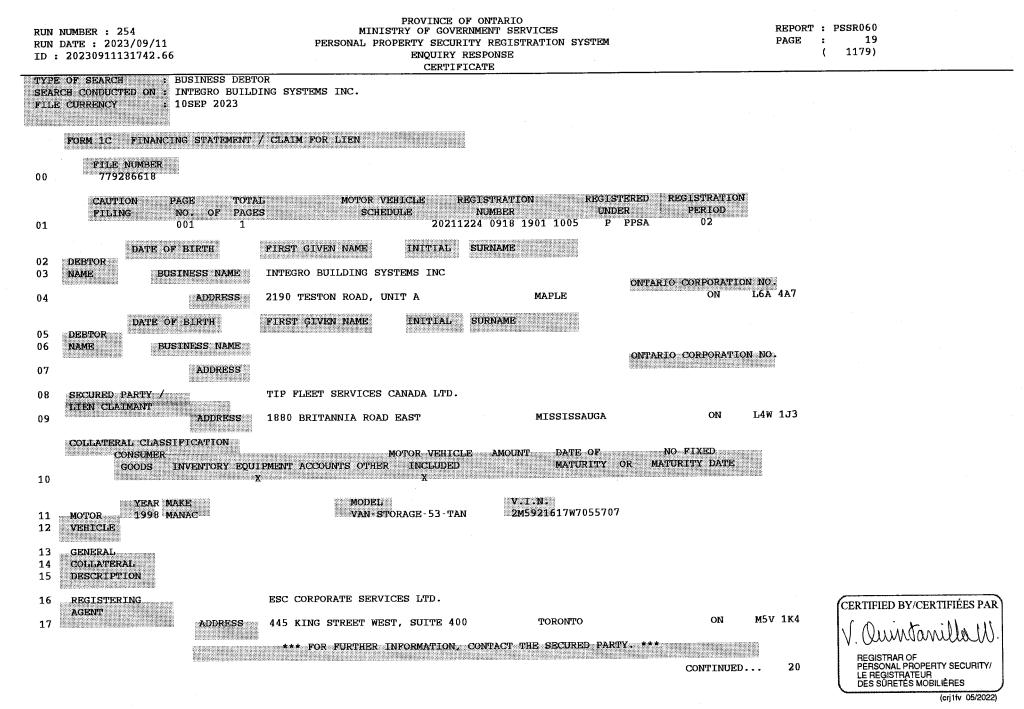






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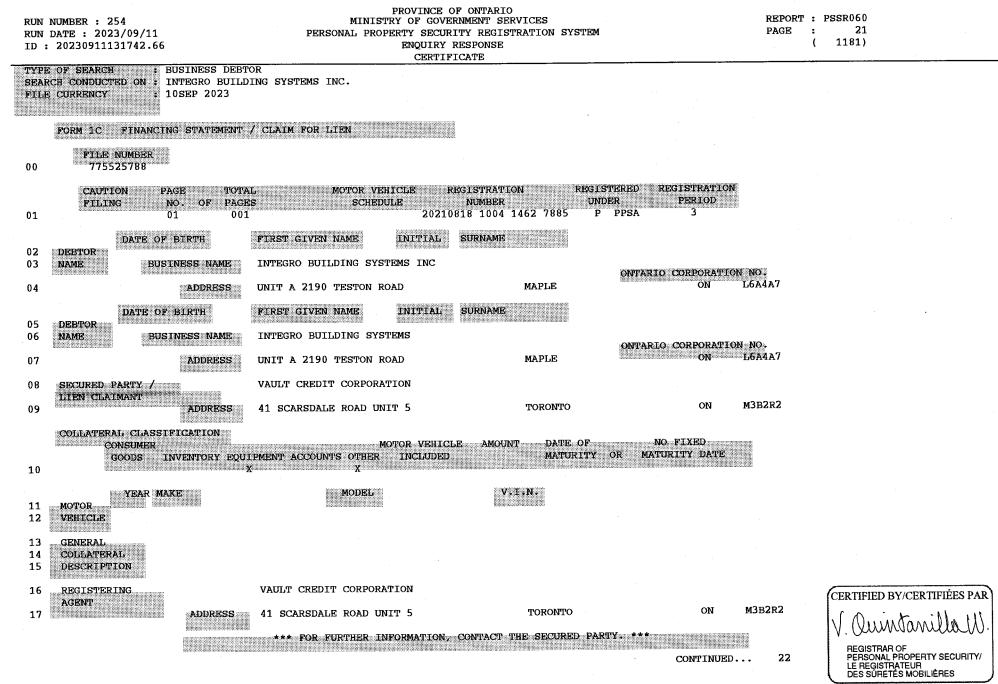






F	RUN	NUMBER : 254 DATE : 2023/09/11 20230911131742.66	PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SER PERSONAL PROPERTY SECURITY REGIST ENQUIRY RESPONSE CERTIFICATE	RVICES	REPORT PAGE	: PSSR060 : 20 ( 1180)
	3EAI	COF SEARCH : BUSINESS DEB CH CONDUCTED ON : INTEGRO BUIL CURRENCY : 10SEP 2023				
		FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN			
(	00	FILE NUMBER 776393784				
(	01	CAUTION PAGE TOT PILING NO. OF PAG 001 1		UNDER	PERIOD	
	02 03	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME     INITIAL     SURNAME       INTEGRO BUILDING SYSTEMS INC	(Shit)	TARIO CORPORATION NO.	
1	04	ADDRESS	2190 TESTON ROAD, UNIT A	MAPLE	ON L6A 4A7	
	05 06	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME		TARIO CORPORATION NO.	
	07	ADDRESS				
	08	SECURED PARTY /	TIP FLEET SERVICES CANADA LTD.			
	09	LIEN CLAIMANT ADDRESS	1880 BRITANNIA ROAD EAST	MISSISSAUGA	ON L4W 1J3	
	10	COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE AMOUN PLPMENT ACCOUNTS OTHER INCLUDED X X	T DATE OF MATURITY OR		
	11 12	YEAR MAKE MOTOR 1999 WABASH VEHICLE		1.N. JV532wxxF625269		
	13 14 15	GENERAL COLLATERAL DESCRIPTION				
	16	REGISTERING	ESC CORPORATE SERVICES LTD.			CERTIFIED BY/CERTIFIÉES PAR
	17	AGENT	201-1325 POLSON DRIVE	VERNON	BC V1T 8H2	V Quintanilla III
			*** FOR FURTHER INFORMATION, CONTACT T	HE SECURED PARTY. *		
		a a da se			CONTINUED 21	PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES
						(crj1fv 05/2022)



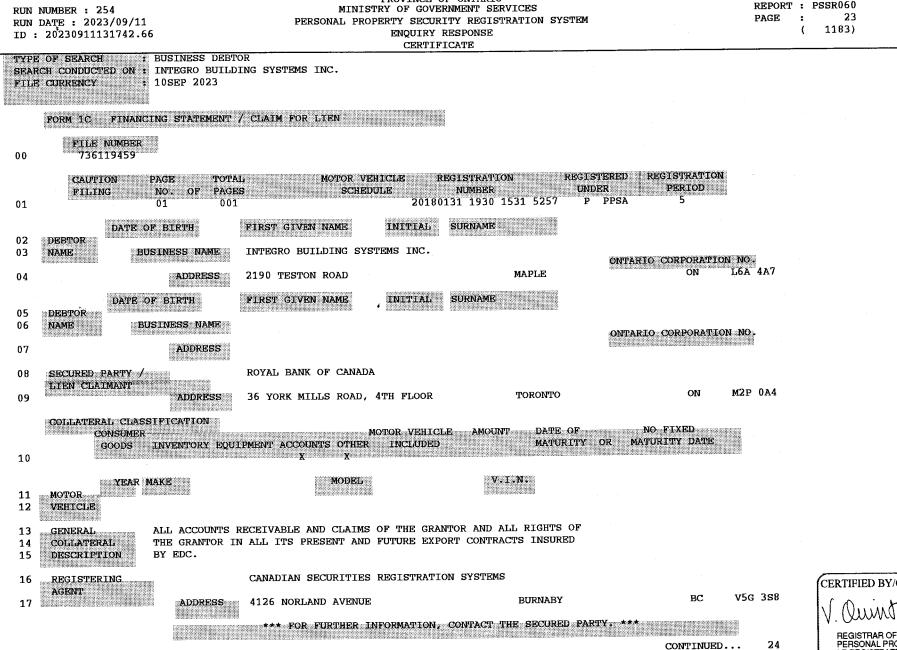


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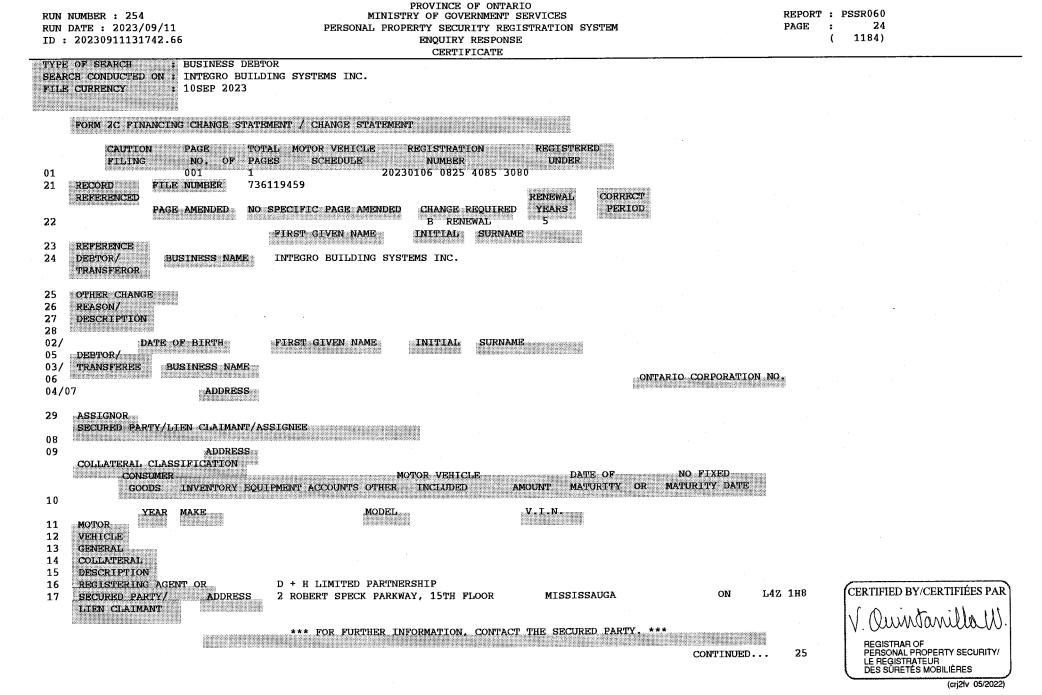
RUN	NUMBER : 254 DATE : 2023/09/11 20230911131742.66	F	PROVINCE OF MINISTRY OF GOVERN ERSONAL PROPERTY SECURIT ENQUIRY RE CERTIFIC	MENT SERVICES Y REGISTRATION SYSTEM SPONSE		REPORT : PAGE : (	PSSR060 22 1182)
SEA	OF SEARCH : BUSINE RCH CONDUCTED ON : INTEGR CURRENCY : 10SEP		S INC.				
	FORM 1C FINANCING STA	TEMENT / CLAIM FO	RLIEN				
00	FILE NUMBER 773048403						
01	CAUTION PAGE FILING NO. C 001	TOTAL DF PAGES 1	SCHEDULE	NUMBER UND	TERED REGISTRATION ER PERIOD PPSA 99 (PERI	PETUAL)	
02	DATE OF BIRTS	i pirst ci)	EN NAME INITIAL S	URNAME			
03	NAME BUSINESS	NAME INTEGRO H	UILDING SYSTEMS INC.		ONTARIO CORPORATION	NC.	
04	ADI	RESS 2190 TES	ON ROAD, UNIT A	MAPLE	ON 1	L6A 4A7	
05	DATE OF BIRTH		EN NAME INITIAL S	URNAME			
06	NAME BUSINESS	NAME			ONTARIO CORPORATION	NO.	
07	ADI	DRESS					
08	SECURED PARTY /	INTEGRO	IBS HOLDINGS INC.				
09	121111111111111111111111111111111111111	DRESS 2190 TES	CON ROAD, UNIT A	MAPLE	ON	L6A 4A7	
10	COLLATERAL CLASSIFICAT CONSUMER GOODS INVENTO X	ory <u>eo</u> uipment aco	MOTOR VEHICLE SUNTS OTHER INCLUDED ( X X	AMOUNT DATE OF MATUR ITY	NO FIXED OR MATURITY DATE X		
11 12	YEAR MAKE MOTOR VEHICLE		MODEL	V.I.N.			
13 14 15	GENERAL COLLATERAL DESCRIPTION						
16	REGISTERING	BRATTYS	LLP (NV/CO 228649)				CERTIFIED BY/CERTIFIÉES PAR
17	AGENT	DRESS 7501 KEE	LE STREET, SUITE 200	VAUGHAN	ON	L4K 1Y2	V Quintanilla III
		**** •	R FURTHER INFORMATION, C	ONTACT THE SECURED PAR	FY ***		
	244 W (2013)				CONTINUED	. 23	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES
							(crj1fv 05/2022)



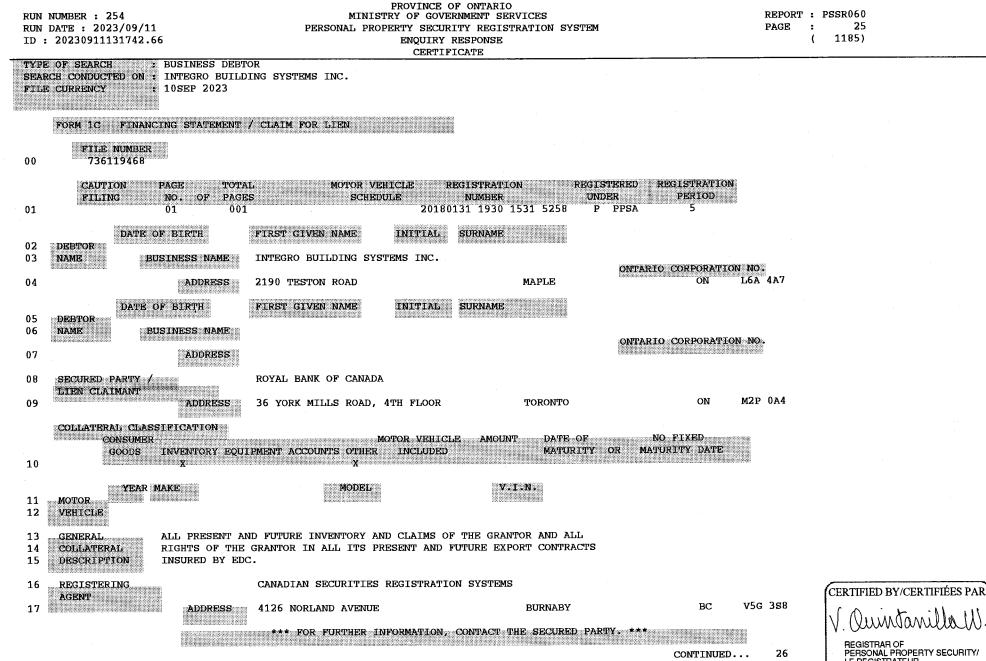


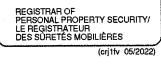
PROVINCE OF ONTARIO



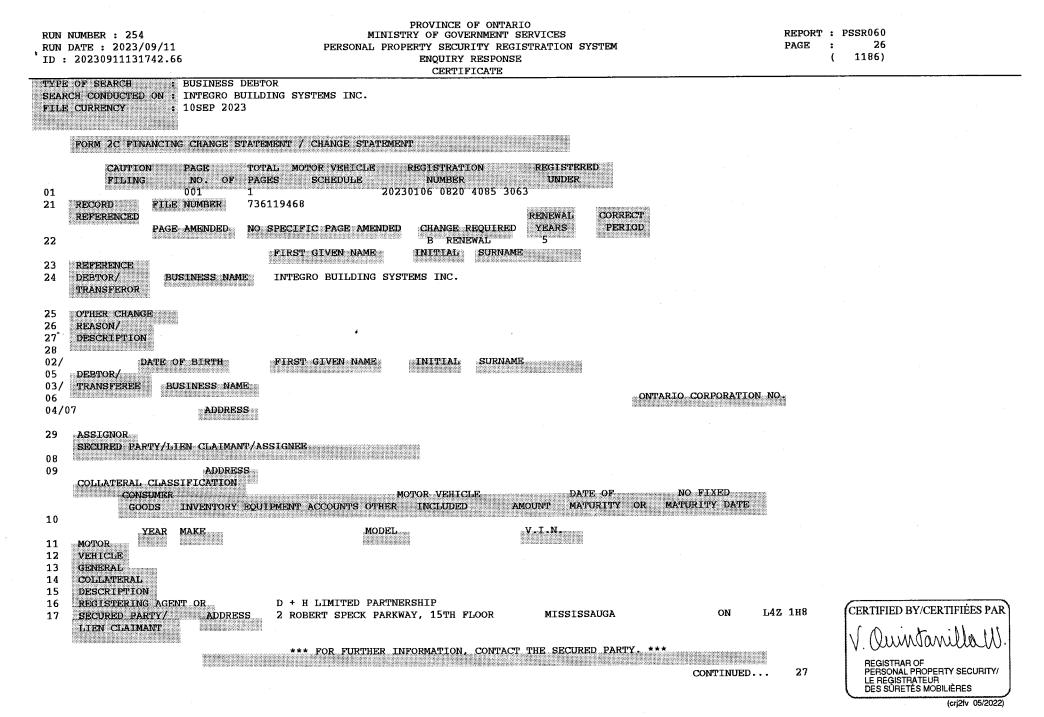




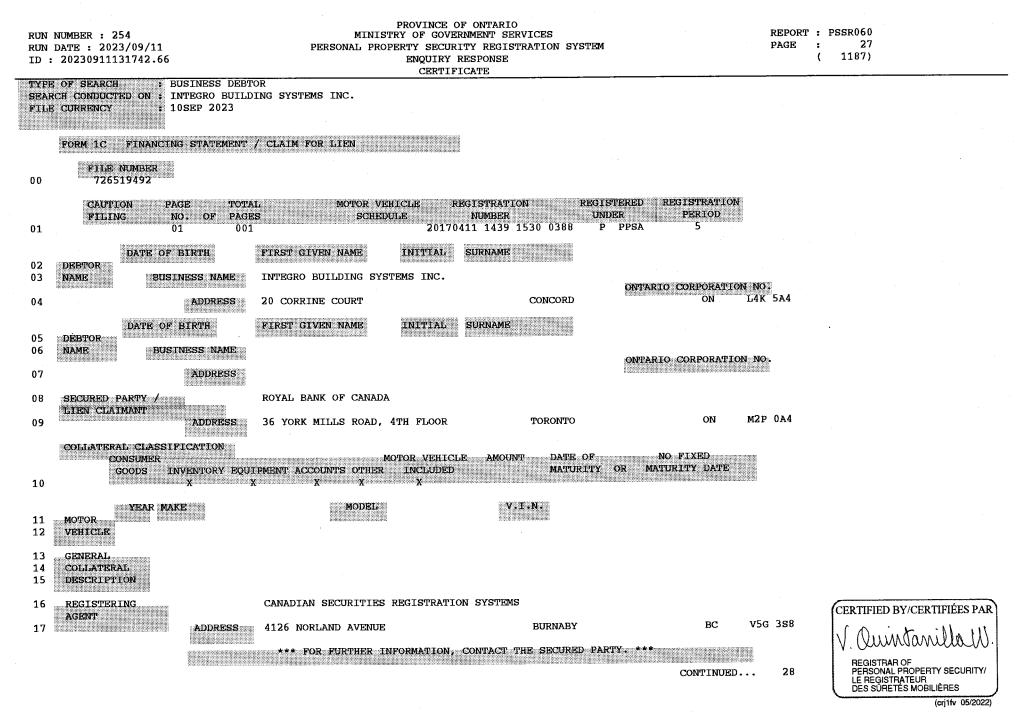




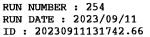










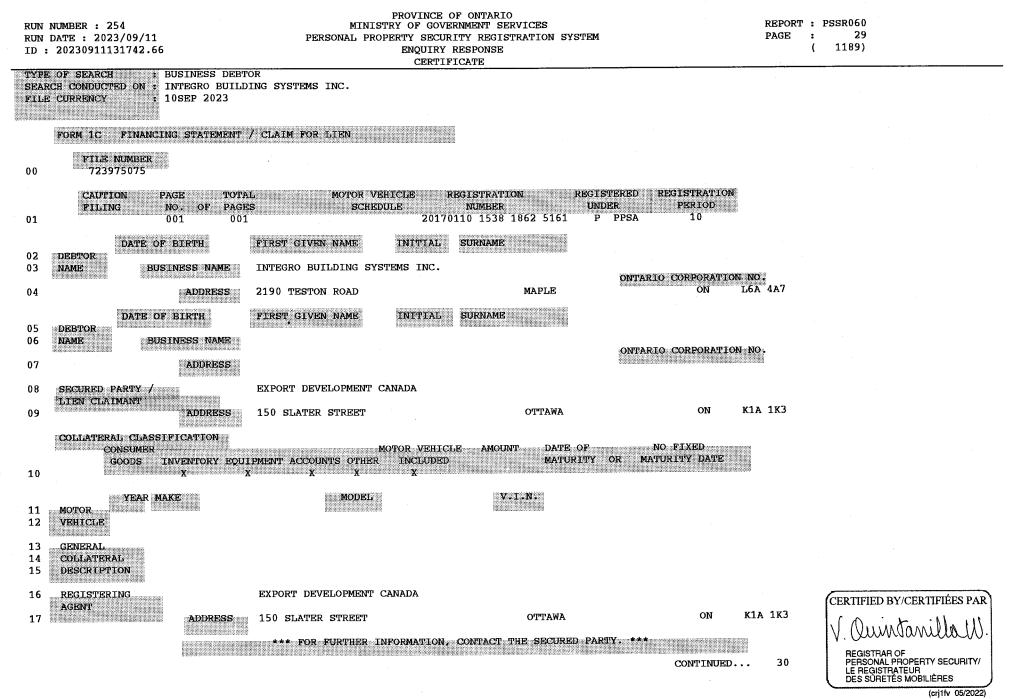


#### PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

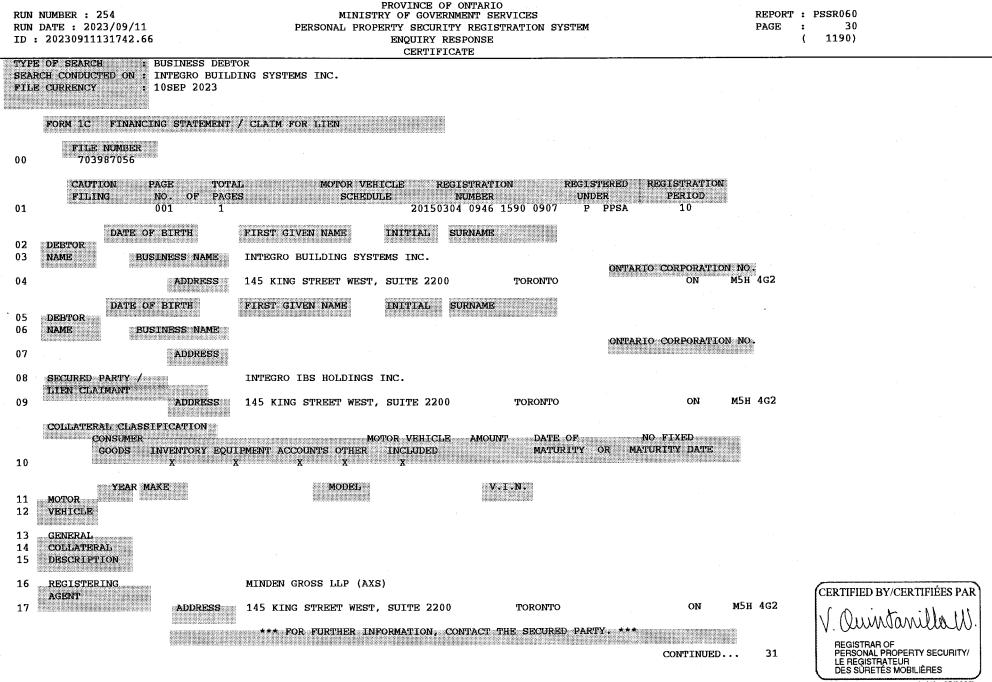
CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : INTEGRO BUILDING SYSTEMS INC. FILE CURRENCY : 10SEP 2023 PORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT PAGE TOTAL MOTOR VEHICLE REGISTERED CAUTION REGISTRATION NUMBER NO. OF PAGES SCHEDULE UNDER FILING 20220318 0824 1532 1113 01 001 1 21 FILE NUMBER 726519492 RECORD CORRECT REFERENCED RENEWAL PAGE AMENDED PERIOD NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS 22 B RENEWAL 5 FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME INTEGRO BUILDING SYSTEMS INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ . 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME ONTARIO CORPORATION NO. 06 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 08 09 ADDRESS COLLATERAL CLASSIFICATION DATE OF NO FIXED CONSUMER MOTOR VEHICLE INCLUDED MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER AMOUNT 10 V.I.N. YEAR MAKE MODEL MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 RECISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR L4Z 1H8 MISSISSAUGA ON 2 ROBERT SPECK PARKWAY, 15TH FLOOR 17 SECURED PARTY/ ADDRESS LIEN CLAIMANT Quintanilla \*\*\* FOR FURTHER INFORMATION. CONTACT THE SECURED PARTY. \*\*\* REGISTRAR OF 29 PERSONAL PROPERTY SECURITY/ CONTINUED... LE REGISTRATEUR



DES SÜRETÉS MOBILIÈRES







(crj1fv 05/2022)



RUN NUMBER : 254 RUN DATE : 2023/09/11 ID : 20230911131742.66

FILE NUMBER

REGISTRATION NUMBER

REGISTRATION NUMBER

TYPE OF SEARCH: BUSINESS DEBTORSEARCH CONDUCTED ON: INTEGRO BUILDING SYSTEMS INC.FILE CURRENCY: 10SEP 2023

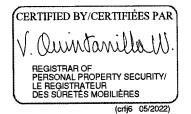
REGISTRATION NUMBER

#### INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

REGISTRATION NUMBER

796632174	20230828	1514	9234	9687				
796430412	20230822	0821	1901	2192				
795280527	20230714	1517	1590	2197				
794951694	20230705	0827	1902	6896				
794223567	20230612	1227	1590	7300				
793894158	20230601	1218	1901	3993				
792484254	20230419	0843	1901	8936				
792468522	20230418	1724	1902	1179				
792097722	20230404	1804	1532	9460				
790247889	20230126	0834	5064	8497				
790251111	20230126	0918	5064	8770				
787885569	20221026	0923	5064	9913				
787841802	20221025	0919	5064	8795				
787534101	20221013	1136	1590	3988				
781293348	20220322	0932	1902	3905				
779948739	20220127	0914	1902	1045				
779286618	20211224	0918	1901	1005				
776393784	20210915	0911	1902	8986				
775525788	20210818	1004	1462	7885				
773048403	20210602	0909	1590	3660				
736119459	20180131	1930	1531	5257	20230106	0825	4085	3080
736119468	20180131	1930	1531	5258	20230106	0820	4085	3063
726519492	20170411	1439	1530	0388	20220318	0824	1532	1113
723975075	20170110	1538	1862	5161				
703987056	20150304	0946	1590	0907				

28 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.







### Schedule "D" Qualifications

Our opinions expressed herein are subject to the following qualifications:

(a) *Bankruptcy, etc.* The enforceability of the Security Documents is limited by bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, winding-up, and other laws of general application affecting the enforcement of creditors' rights generally.

(b) *General principles of law and equity.* The enforceability of the Security Documents is subject to general equitable principles including the principle that the granting of equitable remedies, such as injunctive relief and specific performance, is at the court's discretion.

(c) *Amount owing.* We express no opinion on the amount, if any, owing by Integro to the Secured Creditor and secured by the Security Documents.

(d) *Excluding liability.* We express no opinion as to the enforceability of any provision exculpating any party from liability for acts or omissions that may be illegal, fraudulent, or involve wilful misconduct or gross negligence.

(e) Amendments or waivers not in writing. We express no opinion as to the enforceability of any provision that states that amendments, modifications, or waivers that are not in writing will not be effective.

(f) Severance of illegal or unenforceable provisions. We express no opinion as to the enforceability of any term that purports to sever from the Security Documents any provision that is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the Security Documents.

(g) *Public policy, etc.* We express no opinion as to the enforceability of any provision of any document to the extent that it would be contrary to public policy or to the extent that it constitutes the indirect enforcement of a foreign revenue or penal law.

(h) *Waiver of defences, etc.* We express no opinion as to the enforceability of any provision that purports to constitute a waiver by a party of any defences that might otherwise be available to, or constitute a discharge of the liability of, that party.

(i) Indemnities for court costs and expenses. We express no opinion as to the enforceability of any provision that requires a person to pay or to indemnify another person for costs and expenses in connection with judicial proceedings, since any award for those costs and expenses is at the court's discretion.

(j) Other indemnities. The enforcement of any rights with respect to indemnity or contribution may be limited by applicable law or public policy and may therefore not be available in any particular instance. We also express no opinion as to the enforceability of any provision that provides for the enforceability of any indemnity, right of contribution, or waiver of contribution that directly or indirectly relates to:

(i) fraud, wilful misconduct, or gross negligence; or



the indemnified party's own negligence.

(k) Unenforceable penalty. We express no opinion as to any provision of the Security Documents that may be characterized by a court as an unenforceable penalty and not as a genuine preestimate of damages.

(I) Delay in exercising rights. We express no opinion as to any provision of the Security Documents that state that any failure to exercise, or any delay in exercising, any right or remedy shall not operate as a waiver thereof.

(m) *Inconsistent provisions.* We express no opinion as to the enforceability of any provision of the Security Documents that is inconsistent with or contrary to any other provision of any Document.

(n) *Interest on overdue payments.* A court may construe interest on overdue payments at a rate greater than that applicable to payments not overdue as a penalty and therefore not enforceable.

(o) *"Criminal rate" of interest.* The provisions for the payment of interest and other amounts or for the provision of other entitlements, benefits, or other consideration under any of the Security Documents may not be enforceable if those provisions provide for the receipt of interest at a "criminal rate" of interest within the meaning of section 347 of the *Criminal Code* (Canada).

(p) Interest after judgment. Interest after judgment is at the court's discretion.

(q) *Parties' selection of jurisdiction.* A selection by the parties of the jurisdiction whose laws are to apply may not be considered binding on the court.

(r) *Exclusive jurisdiction.* We express no opinion as to any provision under which the parties have agreed to submit any disputes to the exclusive jurisdiction of any particular court.

(s) *Proper forum.* A court may, at its discretion, decline to hear an action if it is contrary to public policy to do so, if it is not the proper forum to hear the action or if concurrent proceedings are being brought elsewhere.

(t) Disclosure of personal information. We express no opinion as to the enforceability of any provision to the extent that it authorizes the collection, use, or disclosure of personal information in a manner contrary to, or in compliance with, the Personal Information Protection and Electronic Documents Act (Canada) or any similar privacy laws.

(u) *Exercise of unfettered discretion.* The right to exercise any unilateral or unfettered discretion in the Security Documents will not prevent a court from requiring that discretion to be exercised reasonably and in good faith.

(v) Judicial discretion re inaccurate or fraudulent determinations. A court may decline to enforce provisions in the Security Documents that purport to allow a determination, calculation, or certificate of one party as to any matter to be final, conclusive, or binding upon any other party if that determination is found to be inaccurate on its face or to have been reached or made on any arbitrary or fraudulent basis.

# Cassels

(w) *Limitation of remedies.* The court may limit the availability of a remedy under certain circumstances where another remedy has been elected.

(x) Waiver of legal provision. A waiver of a provision of law may not be effective.

(y) *Third party benefit.* To the extent that the Security Documents purport to extend their benefit to a person who is not a party to the Security Documents, that person may be unable to enforce that benefit.

(z) *Irrevocable interests.* A grant of an interest or power contained in the Security Documents (including a licence, proxy, or power of attorney) that is expressed to be irrevocable may not be enforceable.

(aa) *Limitations Act.* The enforceability of the Security Documents is subject to the limitations contained in the *Limitations Act* (Ontario). A court may find any provision of the Security Documents to be unenforceable as an attempt to vary or exclude a limitation period under that Act.

(bb) *Entire agreement.* We express no opinion as to the enforceability of any provision of a Security Document that states that such Security Document constitutes the entire agreement between the parties and that there are no representations, conditions, or collateral agreements between the parties except as set out in the Security Documents.

(cc) Agreements to agree. We express no opinion as to the enforceability of any provisions in any of the Security Documents that leave matters to be agreed upon by, or are subject to further agreement of, the parties.

(dd) Licences for Enforcement. We express no opinion as to any licences, permits, or approvals that may be required in connection with the enforcement of the Security Documents by the Secured Creditor, or by a person on its behalf, whether that enforcement involves the operation of the business of Integro or a sale, transfer, or disposition of its property and assets. Without limiting the foregoing, we express no opinion as to whether it may be necessary, in connection with the enforcement of the Security Documents by the Secured Creditor, or by a person on its behalf or any person proposing to acquire, own or operate all or any part of the Collateral, to obtain any license, franchise permit, consent, approval, registration or other authorization or exemption.

(ee) *Rights and remedies inconsistent with PPSA.* The PPSA imposes certain obligations on secured creditors that cannot be varied by contract. The PPSA may also affect the enforcement of certain rights and remedies contained in the Security Documents to the extent that those rights and remedies are inconsistent with or contrary to the PPSA.

(ff) *Repayment.* The Secured Creditor may be required to give Integro a reasonable time to repay following a demand for payment before taking any action to enforce its rights of repayment or exercising any of the rights and remedies expressed to be exercisable by the Secured Creditor in the Security Documents.

(gg) Interest Act. Under section 4 of the Interest Act (Canada), whenever any interest is made payable at a rate for any period less than a year, no interest exceeding the rate or percentage of five percent per annum shall be chargeable, payable, or recoverable on any part of the principal money unless

# Cassels

the contract contains an express statement of the yearly rate or percentage of interest to which the other rate or percentage is equivalent.

(hh) Agency. A receiver or receiver and manager appointed under any of the Security Documents may, for certain purposes, be treated as the agent of the Secured Creditor and not solely the agent of Integro despite any other provision to the contrary.

(ii) No title or priority. We express no opinion as to whether Integro has title to or any rights in the Collateral. We express no opinion as to the priority of any security interest, charge, or other interest created by the Security Documents or how any such priority may be affected by any construction liens, purchase-money security interests or any deemed trusts (including, for greater certainty, any deemed trusts in connection with employer source deductions).

(jj) Financial Administration Act. We have been provided no evidence of steps to provide the notices or to obtain the acknowledgments prescribed in Part VII of the Financial Administration Act (Canada) relating to the assignment of federal Crown debts. An assignment of federal Crown debts that does not comply with that Act is ineffective as between the assignor and the assignee and as against the Crown. Consequently, the Security Documents would not provide a valid security interest in federal Crown debts unless that Act is complied with.

in:

(kk) Special Property. We express no opinion as to whether a security interest may be created

(i) property consisting of a receivable, licence, approval, privilege, franchise, permit, lease, or agreement (collectively, "**Special Property**") to the extent that the terms of the Special Property or any applicable law prohibit its assignment or require, as a condition of its assignability, a consent, approval, or other authorization or registration that has not been made or given (other than an account or chattel paper subject to section 41(7) of the PPSA, which renders unenforceable against third parties the requirement for consent), or

(ii) permits, quotas, or licences that are held by or issued to Integro.

(II) Assignment of debt or account. An assignment of a debt or account will not be binding on the account debtor to the extent that that debt or account is paid or otherwise discharged before notice of the assignment is given to the account debtor, together with a direction to pay the same to a receiver or the Secured Creditor.

(mm) *Identifiable or traceable proceeds.* We express no opinion as to any security interest created by the Security Documents that is transformed in such a way that it is not identifiable or traceable or any proceeds of property of Integro that are not identifiable or traceable.

(nn) *Non-application of PPSA.* We express no opinion as to the creation or perfection of any security interest in any Collateral to which the PPSA does not apply (including any interest or claim in or under any policy of insurance or contract of annuity).

(oo) *Registration re intellectual property.* Unless an acceptable form of notice of the security interests granted under the Security Documents over Integro's intellectual property (including copyrights,

# Cassels

patents, and trademarks) is registered with the appropriate office of Industry Canada, those security interests may not be effective as against purchasers of any such intellectual property for value and without notice.

(pp) *No registration under certain other Acts.* To our knowledge, no registrations have been made:

(i) under the *Canada Shipping Act, 2001* (Canada) relating to any vessel registered in the Register maintained under that Act;

(ii) under the *Canada Transportation Act* (Canada), the *Railways Act* (Ontario), or other similar provincial statutes, relating to any rolling stock to which the provisions of any of those Acts may apply, or

(iii) under the Convention on International Interests in Mobile Equipment signed in Cape Town, South Africa on November 16, 2001 and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment signed in Cape Town, South Africa on November 16, 2001, each as set out in the schedules to the International Interests in *Mobile Equipment (aircraft equipment) Act* (Canada), as amended by the *Jobs and Growth Act, 2012* (Canada).

We express no opinion as to the creation or perfection of any security interest in any property or assets governed by any of those Acts.

(qq) *Motor Vehicles.* With respect to "a motor vehicle", as defined under the PPSA, a security interest in such goods is not perfected by registration to the fullest extent attainable by law where such goods are used by a debtor as "equipment" (in contrast to "inventory"), each as defined in the PPSA, unless the registration in respect of such goods includes a description by vehicle identification number in accordance with the provisions of the PPSA and the regulations thereto.

(rr) *Security interests defeated.* Despite the security interests created by the Security Documents being perfected by registration:

(i) those security interests in instruments, securities, chattel paper, money, and negotiable documents of title (each as defined in the PPSA) will be defeated by certain claimants obtaining possession of that property in the circumstances described in the PPSA or the *Bills of Exchange Act* (Canada), as applicable; and

(ii) those security interests in goods (as defined in the PPSA) will be defeated by certain claimants to whom Integro sells or leases those goods in the ordinary course of business in the circumstances described in the PPSA.

LEGAL\*60201576.6

This is Exhibit "C" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits

From: Jaipargas, Roger <RJaipargas@blg.com> Sent: Thursday, August 31, 2023 4:22 PM To: Matthew.Lem@mnp.ca Cc: barry.mutis@rbc.com Subject: Integro

Hi Matthew,

I hope all is well.

I am counsel to RBC in connection with the Integro matter. I understand that the company made an assignment into bankruptcy yesterday and that MNP was appointed as the trustee in bankruptcy. I wonder if you would be available to speak to Barry and I at 10am tomorrow morning about the status of this matter? I look forward to hearing from you. Thanks Matt.

Regards,

Roger



### Roger Jaipargas

T 416.367.6266 | <u>RJaipargas@blg.com</u> Bay Adelaide Centre, East Tower, 22 Adelaide St. W, Toronto, ON, Canada M5H 4E3

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This is Exhibit "**D**" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or

Declaration Remotely

Monsine

A Commissioner for taking affidavits



August 28, 2023

Integro Building Systems Inc. 8811 Huntington Road Vaughan, ON L4H 3N5

**Dear Sirs:** 

### Re: Licensed Insolvency Trustee Services for Integro Building Systems Inc. (the "Company")

### 1. Engagement

You have advised us that Company wishes to make an assignment in bankruptcy, and you wish to appoint MNP Ltd. to act as the Licensed Insolvency Trustee ("LIT") of the Company's bankruptcy estate, subject to creditor affirmation at the First Meeting of Creditors. Accordingly, we are prepared to act as the LIT of Company's bankruptcy estate on the terms and conditions as set forth in this engagement letter.

### 2. Scope of Services

2.1 We will provide the services of a LIT required by law, such as the following:

Preparing and filing of documentation with the Office of the Superintendent of Bankruptcy ("**OSB**") to voluntarily assign the Company into bankruptcy, and as may be required during the administration of the Company's bankruptcy estate;

Issuing all statutory notices to all known creditors, the court and OSB;

Convening, and attending the First Meeting of Creditors and such other creditors' meetings as may be required or appropriate;

Convening, and attending such inspectors' meetings as may be required or appropriate;

Administration of the employee's claim and filing under the Wage Earner Protection Program ("WEPP");

Administering claims of creditors filed in the Company's bankruptcy estate and associated inquiries thereto;

Preparing of such statutory reports or otherwise as may be required or appropriate; and

Preparing and filing of the Final Statement of Receipts and Disbursements and other documentation in connection with the discharge of MNP as LIT of Company's bankruptcy estate.

2.2 As a LIT, we are an officer of the court, which means our responsibilities are to the court and to the general body of creditors and not to the Company or its directors.

T: 416.596.1711 F: 416.596.7894



### 3. Information Required

3.1 Upon your acceptance of this engagement we will forward to you a preliminary list of information that we will require. We will provide you with additional requests for information during the course of our engagement as the need arises. We intend to rely on the information provided by you without investigation or verification by us. We may need to decline to act for the Company or withdraw our services if we do not receive the requested information or if it is not satisfactory to us.

### 4. Indemnification

- 4.1 The undersigned agrees to indemnify and hold MNP Ltd. and its employees, agents, affiliates, employees, officers and directors and agents (collectively, "MNP"), harmless from and against any and all fees, costs, expenses, losses, claims, demands, damages, fines, penalties or actual or contingent liabilities of any nature whatsoever, including legal and other professional fees and expenses incurred, suffered or sustained by MNP in connection with this engagement (collectively, "Expenses"), including those Expenses arising out of any commenced or threatened action, suit, proceeding, investigation, claim or otherwise (collectively, "Claims"), which is brought or threatened against MNP in connection with this engagement, except if a court of competent jurisdiction finds any such Claim in a final judgment, that has become non-appealable, to have resulted from MNP's negligence or wilful misconduct.
- 4.2 This indemnity shall survive the completion or termination of MNP's duties as LIT of the Company's bankruptcy estate and its discharge.

### 5. Fees and Expenses

- 5.1 Our fees and expenses must be taxed by the court and are paid out of the available assets, if any, of the bankrupt's estate. Since it is anticipated that there will be no assets in the bankrupt's estate, we understand that directors of the Company (the "Directors") will be remitting a retainer of \$287,000 to be held in trust by us, which retainer will be governed by the Third-Party Deposit Agreement attached hereto as Schedule "A".
- 5.2 In addition to the Third-Party Deposit Agreement and in consideration for the MNP's acceptance to act as LIT in the above estate, the Directors agree to guarantee the costs of administration of the LIT, which will be governed by the Fee Indemnity Agreement attached hereto as **Schedule "B"**.
- 5.3 It is acknowledged and agreed that the funds provided as a retainer or to be provided to support the guarantee will not, directly or indirectly, in whole or in part, come from assets that would otherwise be estate assets.
- 5.4 Expenses would include courier charges, long distance phone charges, filing fees, third party agents, lawyers, real estate appraisers, etc. as required. Interest is charged on overdue accounts at the rate of five (5%) percent per annum. In carrying the administration of the estate, we will require the services of independent legal counsel, which has been reflected in the retainer requested.



5.5 Should there be no assets to realize upon, we estimate the fees and disbursements of administering this bankruptcy and the WEPP for about one hundred and thirty (130) active employees will be approximately \$45,500.00, exclusive of HST.

### 6. Electronic Communications

6.1 You acknowledge that: (i) you and MNP may correspond or convey documentation via Internet email unless you expressly request otherwise in writing, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) MNP shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond MNP's reasonable control.

### 7. Consent for Personal Information Collection, Use, and Disclosure

- 7.1 The privacy and security of the personal information you give us are important to us. We strive to ensure the strictest compliance with all applicable provincial and federal standards of protection and disclosure of personal information. You may review our privacy policy at www.mnp.ca. We will not collect, use or disclose any of your personal information without your knowledge and consent, or as may be required by law.
- 7.2 By signing this engagement letter, you agree that MNP may collect, use and disclose personal information about you relevant to the purposes of this engagement. Personal information that is not relevant to the purposes of this engagement or Other Matters will not be disclosed to anyone for any reason without your further prior consent.

### 8. MNP's Relationship with Creditors

8.1 As you are aware, MNP has a working business relationship with Royal Bank of Canada ("**RBC**") and confirm that you have authorized MNP to speak with RBC in connection with the go-forward strategy and bankruptcy proceeding contemplated by the Company, once such has been formulated. Should MNP, in its sole discretion, feel it cannot appropriately discuss matters with RBC prior to the bankruptcy filing, it may upon written notice to the Company, immediately terminate this agreement. Additionally, you acknowledge and agree that nothing in this agreement shall restrict MNP from acting as a receiver or receiver and manager on behalf RBC, should RBC seek such an appointment.

We appreciate the opportunity to provide you with our services. If you are in agreement with the proposed terms of engagement as outlined above, please sign the authorization below where indicated, and return it to us.



Should you have any questions, please feel free to contact the undersigned.

Sincerely,

MNP LTD. Per:

In Matthew Lem, CIRP, LI

Senior Vice-President

### **AUTHORIZATION**

I agree to the terms and conditions in this engagement letter dated August 28, 2022 and authorize MNP Ltd. to proceed with the engagement.

Dated at Vaughan Ontaris this 29th day of August \_, 2023.

INTEGRO BUILDING SYSTEMS INC.

Per: 1 James Wilson President.



### SCHEDULE "A" - THIRD PARTY DEPOSIT AGREEMENT

In the matter of the bankruptcy of: Integro Building Systems Inc.

This agreement is made between:

Hi-Rise Vista Holdings Inc., 61/67 Clairville Holdings Ltd. and Chafhold Corporation (collectively, the "**Depositors**") and MNP Ltd, Trustee to the above Estate.

- 1. In consideration of the Trustee's acceptance to act as Trustee in the above Estate, the Depositor deposits with the said Trustee an amount of \$287,000.00 to be held in trust.
- 2. The amount deposited is to guarantee the costs of administration of the Trustee, including the fees and disbursements for its independent legal counsel, to a maximum of the taxed costs should the realization from other sources be less than the taxed costs or such qualification as may be explained on the Statement of Receipts and Disbursements by way of a footnote.
- 3. The amount hereby remitted are third party funds and did not, directly or indirectly, in whole or in part, come from assets which would otherwise be Estate assets.
- 4. The Trustee will provide the Depositor with a copy of the Statement of Receipts and Disbursements when submitted to the Superintendent for comment and then, with a notice of the proposed taxation. Where the Depositor does not attend at the taxation, the Trustee will provide him with a taxed copy of the Statement of Receipts and Disbursements when available.
- 5. The Trustee undertakes to deposit and maintain these funds in a separate bank trust account for this purpose or in the Estate bank account.
- 6. Upon completing the full administration of the Estate, any balance of the deposit not required to pay the Trustee's fees and disbursements will be immediately returned to the Depositor.
- 7. The primary responsibility for the payment of the Trustee's fees and disbursements lies with the Estate and the deposit is only an accessory covering any unpaid portion of the primary obligation.
- 8. Other conditions: This agreement shall be read in conjunction with the Engagement Letter between the parties.

MNP Ltd. Per Name d Hi-Rise oldings Inc. Per: Chris Laberta

61/67 Clainville Holdings Ltd. Per: Glen/Pestrin

**Chafhold Corporation** 

Per:\_\_\_\_

Nancy Chafee



### SCHEDULE "A" - THIRD PARTY DEPOSIT AGREEMENT

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- 2. The amount deposited is to guarantee the costs of administration of the Trustee, including the fees and disbursements for its independent legal counsel, to a maximum of the taxed costs should the realization from other sources be less than the taxed costs or such qualification as may be explained on the Statement of Receipts and Disbursements by way of a footnote.
- **3.** The amount hereby remitted are third party funds and did not, directly or indirectly, in whole or in part, come from assets which would otherwise be Estate assets.
- 4. The Trustee will provide the Depositor with a copy of the Statement of Receipts and Disbursements when submitted to the Superintendent for comment and then, with a notice of the proposed taxation. Where the Depositor does not attend at the taxation, the Trustee will provide him with a taxed copy of the Statement of Receipts and Disbursements when available.
- 5. The Trustee undertakes to deposit and maintain these funds in a separate bank trust account for this purpose or in the Estate bank account.
- 6. Upon completing the full administration of the Estate, any balance of the deposit not required to pay the Trustee's fees and disbursements will be immediately returned to the Depositor.
- 7. The primary responsibility for the payment of the Trustee's fees and disbursements lies with the Estate and the deposit is only an accessory covering any unpaid portion of the primary obligation.
- 8. Other conditions: This agreement shall be read in conjunction with the Engagement Letter between the parties.

MNP Ltd. a

Name of Depositor: Hi-Rise Vista Holdings Inc.

61/67 Clairville Holdings Ltd.

**Chafhold Corporation** 

Nancy Chafee

Per:\_

Chris Laberta

**Glen** Pestrin

Per:



### SCHEDULE "B" - FEE INDEMNITY AGREEMENT

### TO: MNP Ltd. ("MNP")

### RE: Integro Building Systems Inc. (the "Company")

In consideration of MNP agreeing to act as Licensed Insolvency Trustee of the bankruptcy estate of Company (the "Trustee"), the undersigned agree and understand:

That the Trustee's fees will be determined on the basis of the time spent and at its prevailing hourly rates for the level of staff employed.

If the retainer provided is insufficient to fund the fees and expenses of the Trustee (including the fees and expenses of the Trustee's independent legal counsel), the undersigned agree they will be liable to pay the balance of the fees and expenses of the Trustee in accordance with their respective proportionate interests.

DATED at Toronto, this day of August, 2023. Hi-Rise ista Holdings Inc. 61/67 Clairville Holdings Ltd. Per: Per: Per: Chris Laberta Glen Pestrin

**Chafhold Corporation** 

Nancy Chafee



### SCHEDULE "B" – FEE INDEMNITY AGREEMENT

### TO: MNP Ltd. ("MNP")

### RE: Integro Building Systems Inc. (the "Company")

In consideration of MNP agreeing to act as Licensed Insolvency Trustee of the bankruptcy estate of Company (the "**Trustee**"), the undersigned agree and understand:

That the Trustee's fees will be determined on the basis of the time spent and at its prevailing hourly rates for the level of staff employed.

If the retainer provided is insufficient to fund the fees and expenses of the Trustee (including the fees and expenses of the Trustee's independent legal counsel), the undersigned agree they will be liable to pay the balance of the fees and expenses of the Trustee in accordance with their respective proportionate interests.

DATED at Toronto, this day of August, 2023.

Hi-Rise Vista Holdings Inc.

61/67 Clairville Holdings Ltd.

**Chafhold Corporation** 

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

Chris Laberta

Per: Glen Pestrin

Nancy Chafee



This is Exhibit "E" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits



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: <a href="https://mnpdebt.ca/en/corporate/corporate-engagements/integrobuilding">https://mnpdebt.ca/en/corporate/corporate-engagements/integrobuilding</a>.

As noted in the Notice, the FMOC is being held <u>virtually</u> 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



\_FORM 68\_ Notice of Bankruptcy, First Meeting of Creditors (Subsection 102(1) of the Act) x 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

X 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
Balance of secured claims as per list "B"	37,421,502.19
Total unsecured creditors	45,592,856.74
2. Secured creditors as per list "8"	10,788,018.00
3, Preferred creditors as per list "C"	0.00
<ol> <li>Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for</li> </ol>	11.00
Total liabilities.	56,380,885.74
Surplus	NIL

1. Inventory		11,000.00
2. Trade fixtures, etc.		0.00
3. Accounts receivable and other receivable	s, as per list "E"	
Good	9,983,018.00	
Doubtful	11,452,375.00	
Bad	0.00	
Estimated to produce		9,983,018.00
4. Bills of exchange, promissory note, etc., a	as per list "F"	0.00
$5_{*}Deposits$ in financial institutions $\ldots\ldots\ldots$		0.00
6. Cash		0.00
7. Livestock	000100100100	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, e	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

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

James Wilson

# 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	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

1 . -

# 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 Arnounts	44 Lillian Street Toronto CN 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 Thomhill 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

4

# 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 Arnounts	1850 Bloor Street Mississauga ON L4X 1T3	1.00	0.00	1.00
44	Anna Shevchyshyn Payroll Arnounts	100 Canyon Ave Toronto ON M3H 5T9	1.00	0.00	1.00
45	Antonio Ortiz Atehortua Payroll Arnounts	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 Interntional 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

# 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
	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
	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
	Bhanu Puri Payroll Amounts	4 Tinsmith Street Brampton ON L7A1N4	1.00	0.00	1.00
	Bhaveshkumar Patel Payroll Amounts	36 Unwind Cres Brampton ON L6X 516	1.00	0.00	1.00

30-Aug-2023

Date

# 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 <del>56</del> Binbrook ON LOR 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 Porlland 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
	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 SI. 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

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### 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 Mclevin Avenue Scarborough ON M1B 3E9	20,835.84	0.00	20,835.84
113	Canadian Mill Nettclean Supply 19018 25 Ontario	2 - 120 Mclevin 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 Mclevin 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 & Culler 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

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# 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 Arnounts	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

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# 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 Arnounts	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

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# 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 Arnounts	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 LOS 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

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# 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. INTMAP02	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 Arnounts	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 ArnounIs	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

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# 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

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# 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

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# 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	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 I021000	12 Kodiak 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 Amounis	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	4178 Rossland Cres. Mississauga ON L5L 4B5	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 Arnounts	24 Nanwood Drive Brampton ON L6W 1L8	1.00	0.00	1.00

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# 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	Jordahi 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 CN 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 Sireet 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

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# 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
	Lantrax Logistics Ltd. 20005 Bernard Block	19272 96 Avenue Surrey BC V4N 4C1	1,349.25	0.00	1,349.25
	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
	Livingston 375699/010	PO Box 5640 Toronto ON M5W 1P1	22,455.99	0.00	22,455.99
	Livingston 375699/010	PO Box 5640 Toronto ON M5W 1P1	38,656.63	0.00	38,656.63

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James Wilson

# 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. Mississuaga 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 Gardenbrooke Trail Brampton ON L6P 3G7	1.00	0.00	1.00
336	Martha Atehortua Munoz Payroli Amounts	156 Melville Ave Maple ON L6A 1Y9	1.00	0.00	1.00

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# 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. 341-027662	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

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## 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	Batance of claim	Total claim
358	Mouloud Kheniene 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	Neison Dellosa 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 LOG 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 LOR 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

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# 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 Falboume 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	Pengally 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

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# 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 Haui (2017) Ltd. 20005 Bernard Block	19272 96 Avenue Surrey BC V4N 4C1	22,947_76	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 Porlland 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 Subramanaiam 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

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### 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 Indudstries 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 Courliand 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 Eglington 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 Amounis	325 Bogea 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

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# 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 Onlario	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 Santiaguel 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 286	1.00	0.00	1.00
461	Server North Inc. 21003 88 Queen Street - 2	104 Condor 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

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# 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 6M1	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

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# 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			0.00	13,596.68
502	TB Philly, Inc. (USD) 21004 651 Gateway Blvd			0_00	18,044.04
503	Technoform Bautex NA Inc. 19016 489 King	1755 Enterprise Parkway 7,976.7 Twinsburg OH 44087 USA		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

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# 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	Thakurdat 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			0.00	813.60
523	Torcan Lift Equipment 21003 88 Queen Street - 2			0.00	1,060.50
524	Torcan Lift Equipment 21005 2525 Bathurst	115 Rivalda Road 3 Toronto ON M9M 2M6		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

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# 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			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	rulite Glass & Aluminum Solutions 20 Royal Group Crescent 33,786.77 3015 The Well Woodbridge ON L4H 1X9		0.00	33,786.77		
533	Fruite Glass & Aluminum Solutions     20 Royal Group Crescent     2,889.45       P2003 Charles at Church     Woodbridge ON L4H 1X9     20		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 Habitant 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	Unirope 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 1 Ayr ON N0B 1E0		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	

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# 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	554     Victor Soldatkine     275 Main Street       Payroll Amounts     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         180 Bass Pro Mills Drive         104.64         0.           TOR21-6036-00         Vaughan ON L4K 5W4         0         0         0		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 1. Vaughan ON L4L2H2		0.00	1.00	
567	Weldeab Mebrahtu Payroll Amounts	1018 St Clarens Ave Toronto ON M6H 3X7	1.00	0.00	1.00	

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# 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	19296 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	Yarlmetal Fabrications Inc. 19015 The Well	40 Dynamic Drive Toronto ON M1V 2W2	5,678.93	0.00	5,678.93
584	Yarlmetal Fabrications Inc. 19016 489 King	40 Dynamic Drive Toronto ON M1V 2W2	1,966.20	0.00	1,966.20
585	Yarlmetal Fabrications Inc. 19018 25 Ontario	····,		0.00	3,324.69
586	Yarimetal Fabrications Inc. 20004 Portland Commons			0.00	22,972.05
587	Yarimetal Fabrications Inc. 21004 651 Gateway Blvd	40 Dynamic Drive 4,986 Toronto ON M1V 2W2		0.00	4,986.01
588	Yarimetal Fabrications Inc. 22001 ANX Dupont	40 Dynamic Drive Toronto ON M1V 2W2	2,370.56	0.00	2,370.56

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# 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 Arnounts	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		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

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## 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		

James Wilson

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### 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	29-Aug-2023	0.00		
				Debts Due - Business - EllisDon Residential Inc 489 King	29-Aug-2023	0.00		
				Debts Due - Business - First Gulf Development - 25 Ontario	29-Aug-2023	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	50,5 <b>47</b> .73		
8	Contractors/Suppliers - Construction Trust/Lien Claims - 20003 VMC East Błock	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		

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### 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 Chartes at Church	29-Aug-2023	54,991.56		

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### 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		
			c	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	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		1	
				Debts Due - Business - State Window Corp The Well	29-Aug-2023	0.00		n T	
				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			

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### 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 "8" Secured Creditors

Integro Building Systems Inc.

lo.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
	Employees - Unpaid Wage and Benefit Amounts	Various -		Debts Due - Business - Davpart 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		

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### 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, <del>9</del> 66,246.71	Business Assets - Stock In Trade - Inventory and Scrap Metai	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		
5				Debts Due - Business - State Window Corp 203 Jarvis	29-Aug-2023	0.00		
				Debts Due - Business - State Window Corp The Wetl	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		

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## 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	29-Aug-2023	0.00		
				Debts Due - Business - Davpart Inc Charles at Church	29-Aug-2023	0.00		
				Other - Computer Network and Equipment - Leased	29-Aug-2023	0,00		21,966,246.71
	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

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## 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		
				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		4,256,076.19
				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		

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### 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	29-Aug-2023	0.00		
				Debts Due - Business - PCL Constructors Canada Inc Sick Kids	29-Aug-2023	0.00		
				Debts Due - Business - PCL Constructors Westcoast Inc Vancouver Post Office	29-Aug-2023	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

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## 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

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## 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	Arnount 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 Welł, 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		

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James Wilson

# 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 Debts Due to the Bankrupt

Integro Building Systems Inc.

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
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
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
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
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
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
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
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
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
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
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
	Davpart Inc Charles at         Church         Ellis-Don Corporation -         Portland Commons         EllisDon Residential Inc 489         King         First Gulf Development - 25         Ontario         PCL Constructors Canada Inc.         - Sick Kids         PCL Constructors Westcoast         Inc Vancouver Post Office         Royal Glass Company Inc         651 Gateway         State Window Corp The         Well         State Window Corp 203         Jarvis	Name of dectoroccupationDavpart Inc Charles at Church4576 Yonge St., Suite 700 Toronto ON M2N 6N4Ellis-Don Corporation - Portland Commons1004 Middlegate Road Mississauga ON L4Y 1M4EllisDon Residential Inc 489 King1004 Middlegate Road Mississauga ON L4Y 1M4First Gulf Development - 25 Ontario351 King St. E., 13th Floor Toronto ON M5A 0L6PCL Constructors Canada Inc. - Sick Kids2201 Bristol Circle, Suite 500 Oakville ON L6H 0J8PCL Constructors Westcoast Inc Vancouver Post Office13911 Wireless Way, Suite 310 Richmond BC V6V 3B9Royal Glass Company Inc 651 Gateway3200 De la Cruz Santa Clara CA USAState Window Corp The Well220 Hunters Valley Road Vaughan ON L4H 3V9State Window Corp 203 Jarvis220 Hunters Valley Road Vaughan ON L4H 3V9	Name of debtoroccupationNature of debtDavpart Inc Charles at Church4576 Yonge St., Suite 700 Toronto ON M2N 6N4Accounts/Holdback ReceivableEllis-Don Corporation - Portland Commons1004 Middlegate Road Mississauga ON L4Y 1M4Accounts/Holdback ReceivableEllisDon Residential Inc 489 King1004 Middlegate Road Mississauga ON L4Y 1M4Accounts/Holdback ReceivableFirst Gulf Development - 25 Ontario351 King St. E., 13th Floor Toronto ON M5A 0L6Accounts/Holdback ReceivablePCL Constructors Canada Inc. - Sick Kids2201 Bristol Circle, Suite 500 Oakville ON L6H 0J8Accounts/Holdback ReceivablePCL Constructors Westcoast Inc Vancouver Post Office13911 Wireless Way, Richmond BC V6V 3B9Accounts/Holdback ReceivableRoyal Glass Company Inc. 651 Gateway3200 De la Cruz Santa Clara CA USAAccounts/Holdback ReceivableState Window Corp The Well220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback ReceivableState Window Corp 203 Jarvis220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback Receivable	Name of dectoroccupationNature of dector(good, doubtful, (bad)Davpart Inc Charles at Church4576 Yonge SL, Suite 700 Toronto ON M2N 6N4Accounts/Holdback Receivable283,000.00 0.00Ellis-Don Corporation - Portland Commons1004 Middlegate Road Mississauga ON L4Y 1M4Accounts/Holdback Receivable5,477,018.00 661,000.00EllisDon Residential Inc 489 King1004 Middlegate Road Mississauga ON L4Y 1M4Accounts/Holdback Receivable0.00 6,510,734.00 0.00First Gulf Development - 25 Ontario361 King SL E.,131h Floor Toronto ON M5A 0L6Accounts/Holdback Receivable0.00 6,510,734.00 0.00PCL Constructors Canada Inc. - Sick Kids2201 Bristol Circle, Suite 500 Oakville ON L6H 0J8Accounts/Holdback Receivable2,000,000.00 0.00PCL Constructors Canada Inc. - Sick Kids2300 De la Cruz Santa Clara CA USAAccounts/Holdback Receivable900,000.00 0.00Royal Glass Company Inc Bit State Window Corp The Well220 Hunters Valley Road Yaughan ON L4H 3V9Accounts/Holdback Receivable190,000.00 0.00State Window Corp 2525 Bathurst220 Hunters Valley Road Yaughan ON L4H 3V9Accounts/Holdback Receivable60,000.00 0.00	Name of dectoroccupationNature of deat(geod, doubtful, bad)other book where particulars to be foundDavpart Inc Charles at Church4576 Yonge SL, Suile Toronto ON M2N 6N4Accounts/Holdback Receivable283,000,00 0,000Ellis-Don Corporation - Portland Commons1004 Middlegate Road Mississauga ON L4Y 1M4Accounts/Holdback Receivable5,477,018,00 0,000EllisDon Residential Inc 469 King1004 Middlegate Road Mississauga ON L4Y 1M4Accounts/Holdback Receivable0,00 6,510,734,00 0,000First Gulf Development - 25 Ontario351 King SL E, 13th Floor Toronto ON M5A 0L6Accounts/Holdback Receivable0,00 6,510,734,00 0,000PCL Constructors Canada Inc. - Sick Kids2201 Bristol Circle, Suite 500 Cakwille ON L6H 0J8Accounts/Holdback Receivable0,000 0,000PCL Constructors Westcoast Inc Vancouver Post Office13911 Wireless Way, Suite 310 Richmond BC V6V 3B9Accounts/Holdback Receivable900,000,00 0,000State Window Corp The Well220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback Receivable190,000,00 0,000State Window Corp 203 Jankis220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback Receivable190,000,00 0,000State Window Corp 2525 Bathurst220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback Receivable273,00,00 0,000State Window Corp 2525 Bathurst220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback Receivable273,00,00 0,0	Name of NectoroccupationNature of debt(good, doubtful, bad)other book where particulars to be foundcontractedDaypart Inc Charles at Church4576 Yonge St, Suite Toronio ON M2N 6N4Accounts/Holdback Receivable283,000,00 0,00029-Aug-2023Ellis-Don Corporation - Portand Commons1004 Middlegate Road Masissauga ON L4Y 1M4Accounts/Holdback Receivable5477,018.00 66,100,00029-Aug-2023EllisDon Residential Inc 4891004 Middlegate Road Mississauga ON L4Y 1M4Accounts/Holdback Receivable0,000 6,510,734.0029-Aug-2023First Gulf Development - 25 Ontario351 King St. E, 13th Floor Toronio ON MSA 0L6Accounts/Holdback Receivable0,000 0,00029-Aug-2023PCL Constructors Canada Inc. - Slock Kids219 Histol Circle, Suite Solite S10 Richmond BC V6V 3B9Accounts/Holdback Receivable0,000 0,00029-Aug-2023PCL Constructors Westcoast Inc Vancouver Post Office1391 Wireless Way, Sana Clars CA USAAccounts/Holdback Receivable0,000 0,00029-Aug-2023State Window Corp The Well220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback Receivable900,000.00 0,00029-Aug-2023State Window Corp 203 Janvis220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback Receivable273,000.00 0,00029-Aug-2023State Window Corp 2525 Bathurst220 Hunters Valley Road Vaughan ON L4H 3V9Accounts/Holdback Receivable273,000.00 0,00029-Aug-2023 <td>Name of decidionoccupationNature of decid(geod, doubtriv), (bad)other book where particulars to be foundcontractedproduceDesynart Inc Charles at Church4576 Yonge SL, Suile Toronto ON M2N 6NAAccountalHoldback Receivable283,000.00 0.00029-Aug-2023283,000.00 0.000Elis-Don Corporation - Portierd Commons1004 Middlegate Road Mississauga ON L4Y IM4AccountalHoldback Receivable5.477,018.00 6.610.000029-Aug-20235,477,018.00 6.610.0000ElisDon Residential Inc 489 King1004 Middlegate Road Mississauga ON L4Y IM4AccountalHoldback Receivable0.00 6.510.734.0029-Aug-20232.0.00 0.000First Guil Development - 25 Orlario351 King SL E, 131h Toronto ON MSA 0L6AccountalHoldback Receivable0.00 0.00029-Aug-20232.000.000.00 0.000PCL Constructors Canada Inc. - Sick Kids220 Histol Circle, Suile Suilis 310 Richimord BC V6V 389AccountalHoldback Receivable0.00 0.00029-Aug-20232.000.000.00 0.000PCL Constructors Westcoest Inc Vancouver Post Office13911 Wielses Way, Richimord BC V6V 389AccountalHoldback Receivable0.000 0.00029-Aug-202329-Aug-2023300.000.00 0.000State Window Corp The Well220 Hunters Valley Road Vaughan ON L4H 3V9AccountalHoldback Receivable900,000.00 0.00029-Aug-2023190,000.00 0.000State Window Corp 203 Jarvis220 Hunters Valley Road Vaughan ON L4H 3V9AccountalHoldback Receivable60,000.00 0</td>	Name of decidionoccupationNature of decid(geod, doubtriv), (bad)other book where particulars to be foundcontractedproduceDesynart Inc Charles at Church4576 Yonge SL, Suile Toronto ON M2N 6NAAccountalHoldback Receivable283,000.00 0.00029-Aug-2023283,000.00 0.000Elis-Don Corporation - Portierd Commons1004 Middlegate Road Mississauga ON L4Y IM4AccountalHoldback Receivable5.477,018.00 6.610.000029-Aug-20235,477,018.00 6.610.0000ElisDon Residential Inc 489 King1004 Middlegate Road Mississauga ON L4Y IM4AccountalHoldback Receivable0.00 6.510.734.0029-Aug-20232.0.00 0.000First Guil Development - 25 Orlario351 King SL E, 131h Toronto ON MSA 0L6AccountalHoldback Receivable0.00 0.00029-Aug-20232.000.000.00 0.000PCL Constructors Canada Inc. - Sick Kids220 Histol Circle, Suile Suilis 310 Richimord BC V6V 389AccountalHoldback Receivable0.00 0.00029-Aug-20232.000.000.00 0.000PCL Constructors Westcoest Inc Vancouver Post Office13911 Wielses Way, Richimord BC V6V 389AccountalHoldback Receivable0.000 0.00029-Aug-202329-Aug-2023300.000.00 0.000State Window Corp The Well220 Hunters Valley Road Vaughan ON L4H 3V9AccountalHoldback Receivable900,000.00 0.00029-Aug-2023190,000.00 0.000State Window Corp 203 Jarvis220 Hunters Valley Road Vaughan ON L4H 3V9AccountalHoldback Receivable60,000.00 0

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### 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.

Address and Amount of debt Folio of ledgers or When Estimated to Particulars of any No. Name of debtor Nature of debt occupation (good, doubtful, other book where produce securities held for contracted bad) particulars to be found debt 11 State Window Corp. - 88 220 Hunters Valley Road Accounts/Holdback 347,000.00 347,000.00 29-Aug-2023 Construction Vaughan ON L4H 3V9 Queen St. Receivable 373,000.00 Trust/Lien 0.00 12 State Window Corp. - Ellie 220 Hunters Valley Road Accounts/Holdback 342,000.00 342,000.00 Construction 29-Aug-2023 Condo Development Vaughan ON L4H 3V9 Receivable Trust/Lien 201,000.00 0.00 13 State Window Corp. - VMC 220 Hunters Valley Road Accounts/Holdback 35,000.00 29-Aug-2023 35,000.00 Construction Vaughan ON L4H 3V9 East Block Receivable Trust/Lien 297,000.00 0.00 14 View, Inc. - Bernard Block 195 S. Milpitas Blvd. Accounts/Holdback 76,000.00 29-Aug-2023 76,000.00 Construction Milpitas CA 95035 USA Receivable Trust/Lien 946,000.00 0.00 9,983,018.00 9,983,018.00 Total: 11,452,375.00 0.00

James Wilson

30-Aug-2023

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

# 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
L			Total:	0.00		0.00

30-Aug-2023

Date

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
(I) 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

~ ( 1

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

ito
1
1

FORM 31 Proof of Claim (Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(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

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the bankruptcy of Integro Building Systems Inc. of the City of Vaughan in the Province of Ontario and the claim of

\_\_\_\_\_, creditor.

I, \_\_\_\_\_\_ (name of creditor or representative of the creditor), of the city of \_\_\_\_\_\_ in the province of \_\_\_\_\_\_, do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_\_ (position/title) of \_\_\_\_\_\_ creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 31st day of August 2023, and still is, indebted to the creditor in the sum of \_\_\_\_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

□ A. UNSECURED CLAIM OF \$\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

Regarding the amount of \$\_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$\_\_\_\_\_, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$\_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$\_\_\_\_\_ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$\_\_\_\_\_

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

FORM 31 --- 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

- E. CLAIM BY WAGE EARNER OF \$\_\_\_\_\_
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$\_\_\_\_
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$\_\_\_\_\_,
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$\_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$\_\_\_\_\_

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$\_\_\_\_\_,

G. CLAIM AGAINST DIRECTOR \$\_\_\_\_\_

(To be completed when a proposal provides for the compromise of claims against directors.) That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows: (Give full particulars of the claim, including the calculations upon which the claim is based.)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$\_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows: (Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I \_\_\_\_\_\_(am/am not) (or the above-named creditor \_\_\_\_\_\_(is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_\_(have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- □ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _		, this	day of	
	Witness		Phone Number: Fax Number : E-mail Address :	Creditor
NOTE:	If an affidavit is attached, it must have been made I	efore a person qualified to take affidavits.		
WARNINGS:	A trustee may, pursuant to subsection 128(3) of the security, by the secured creditor.	Act, redeem a security on payment to the secured creditor	of the debt or the value of the security as assessed, in	a proof of
	Subsection 201(1) of the Act provides severe penal	ties for making any false claim, proof, declaration or statem	ent of account.	

 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)

c	In the Matter of the Ba Integro Building Sys of the City of Vaughan, in the in the Province of	stems Inc. Municipality of York
	, of	, to be
my proxyholder in the above matter, ex power to appoint another proxyholder in		lends, (with or without)
Dated at	, this	_ day of
Witness		Individual Creditor
Witness		Name of Corporate Creditor
		Name and Title of Signing Officer
Return To:		
MNP Ltd Licensed Insolvency Truste	e	

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

# **APPENDIX** A

# CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the proof of claim form and, if appropriate, the proxy form in a complete and accurate manner. Please check each requirement.

# GENERAL

- The <u>signature of a witness</u> is required.
- The document <u>must be signed</u> by the individual completing the declaration.
- <u>Provide the complete address</u> where all notices or correspondence are to be forwarded along with your phone number, fax number and email address where appropriate.

Notes:

- It is permissible to file a proof of claim by fax or by other electronic means.
- A creditor may vote either in person or by proxy at any meeting of creditors if the proof of claim is filed with the trustee prior to the time appointed for the meeting.
- Quorum is established at a meeting of creditors by at least one creditor with a valid proof of claim being in attendance in person, or by any other mode of communication, subject to: the practicability and technological capability of the participants, creditors' preference to attend in person, and the chair's ability to validate the identity of participating creditors, or by proxy.
- A corporation may vote by an authorized agent or mandatary at meetings of creditors.
- In order for a duly authorized person to have a right to vote, they must be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- A creditor who is participating in any distribution from an estate must have filed a proof of claim prior to the distribution being declared.
- In the case of an individual bankrupt, by checking the appropriate box or boxes at the bottom of the proof of claim form, you may request that the trustee advise you of any material change in the financial situation of the bankrupt or the amount the bankrupt is required to pay into the bankruptcy, and a copy of the trustee's report on the discharge of the bankrupt.

## PARAGRAPH 1

- Creditor must state full and complete legal name of the individual, company or firm.
- If the individual completing the proof of claim is a representative of the creditor, the individual's position or title must be identified.

Directive / Instruction	Amendment / Modification	Page
22R2	2019	7

# PARAGRAPH 3

- The amount owing must be set out in paragraph 3.
- A <u>detailed statement of account</u> must be attached to the proof of claim and marked "Schedule A" and <u>must</u> show the date, number and amount of all invoices or charges, together with the date, number and amount of all credits or payments. The amount on the statement of account must correspond to the amount indicated on the proof of claim.

# PARAGRAPH 4

Notes:

- <u>Paragraph A</u> applies to *ordinary unsecured claims*. In addition to recording the amount of the claim, please indicate whether the claim has a priority pursuant to section 136 of the Act.
- <u>Paragraph B</u> applies to *lessor claims* in a commercial proposal. Please ensure that the claim applies to a commercial proposal and, if so, include the full particulars of the claim.
- <u>Paragraph C</u> applies to *secured claims*. Please indicate the dollar value of the security and attach copies of the security document. In addition, please attach copies of the security registration documents, where appropriate.
- <u>Paragraph D</u> applies to *inventory claims of farmers, fishermen and aquaculturists*. Please note that such claims apply only to inventory supplied from farmers, fishermen and aquaculturists within 15 (fifteen) days of the date of bankruptcy. In addition, please attach copies of any applicable sales agreements and delivery slips.
- <u>Paragraph E</u> applies to *claims by wage earners*. Please note that such claims apply only for unpaid wages owed upon the bankruptcy of an employer or when the employer becomes subject to a receivership.
- <u>Paragraph F</u> applies to *claims by employees for unpaid amounts regarding pension plans*. Please note that such claims apply only to unremitted pension contributions outstanding when the sponsoring employer becomes bankrupt or is subject to a receivership.
- <u>Paragraph G</u> applies to *claims against directors*. Please note that such claims apply only to directors of corporations that have filed a commercial proposal to creditors that includes a compromise of statutory claims against directors.
- <u>Paragraph H</u> applies to *claims of customers of a bankrupt securities firm*. Please ensure that the claim of the customer is for net equity and, if so, include the full particulars of the claim, including the calculations upon which the claim is based.

# PARAGRAPH 5

- All claimants must indicate whether or not they are related to the debtor, as defined in section 4 of the Act, or dealt with the debtor in a non-arm's-length manner.

Directive / Instruction	Amendment / Modification	Page
22R2	2019	8

# PARAGRAPH 6

- All claimants must attach a detailed list of <u>all payments or credits</u> received or granted, as follows:

(a) within the three (3) months preceding the initial bankruptcy event (including the bankruptcy or the proposal);

(b) <u>within the twelve (12) months preceding</u> the initial bankruptcy event (including the bankruptcy or the proposal) in the case where the claimant and the debtor <u>were not</u> dealing at arm's length.

## - PROXYHOLDER -

### <u>NOTE</u>

The Act permits a proof of claim to be made by a duly authorized representative of a creditor but, in the absence of a properly executed proxy, does not give such an individual the power to vote at the first meeting of creditors nor to act as the proxyholder of the creditors.

### **GENERAL**

- In order for duly authorized persons to have a right to vote, they must themselves be creditors or be the holders of a properly executed proxy. The name of the creditor must appear in the proxy.

Notes:

- A creditor may vote either in person or by proxyholder.
- A proxy may be filed at any time prior to a vote at a meeting of creditors.
- A proxy can be filed with the trustee in person, by mail or by any form of telecommunication.
- A proxy does not have to be under the seal of a corporation unless required by its incorporating documents or its bylaws.
- The individual designated in a proxy cannot be substituted unless the proxy provides for a power of substitution.
- Bankrupts/debtors may not be appointed as proxyholders to vote at any meeting of their creditors.
- The trustee may be appointed as a proxyholder for any creditor.
- A corporation cannot be designated as a proxyholder.

Directive / Instruction	Amendment / Modification	Page
22R2	2019	9

This is Exhibit "**F**" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits



October 16, 2023

Sent Via Email ONLY: <u>Rene.Tegelaar@cra-arc.gc.ca</u>

Canada Revenue Agency National Insolvency Office 5800 Hurontario Street, Mississauga, ON L5R 4B4

Attention René A. Tegelaar Resource Officer/Complex Case Officer

Dear Sirs,

RE: Agreement between MNP Ltd., in its capacity as Trustee of the Estate of Integro Building Systems Inc and Her Majesty the Queen, in regards to the bankruptcy of Integro Building Systems Inc.

As you are aware on the August 31, 2023, Integro Building Systems Inc (the "Bankrupt") filed an assignment in bankruptcy, pursuant to the *Bankruptcy and Insolvency Act*, and that MNP Ltd. was appointed as Licensed Insolvency Trustee (the "Trustee") in the bankruptcy of the Bankrupt.

Subject to verification by the Canada Revenue Agency ("Agency"), the bankrupt is indebted to the Agency for approximately \$4.1 million of source deductions with an estimated deemed trust claim of \$3 million, under the account # 815290390RP0001.

There remain outstanding return filings (July and August 2023) for Harmonized Sale Tax (HST), under the account # 815290390RT0001. It is not expected that there will be amounts due for HST on these return filings, however, the clawback of input tax credits for unpaid creditor amounts would result in an unsecured liability due to the Agency.

The books and records for the Bankrupt are currently located at 8811 Huntington Road, Vaughan, Ontario

The Trustee has confirmed the assets and estimated net realizable value for the estate of the Bankrupt are as follows:

Asset Description	Estimated Net Realizable Value Low	Estimated Net Realizable Net Value High
Accounts and Holdback Receivables	\$2,100,000	\$2,600,000
Capital Equipment	\$ 600,000	\$ 700,000
TOTAL	\$2,700,000	\$3,300,000

T: 416.596.1711 F: 416.596.7894



The Trustee is seeking Agency's consent to claim(s) reasonable administrative fees and costs out of the net proceeds of realization, prior to the payment of amounts otherwise payable pursuant to the (1) Crown's deemed trust claim(s) under subsection 227(4) of the *Income Tax Act*, and/or (2) Crown Enhanced Requirement to Pay under subsection 224(1.2) of the *Income Tax Act*, and/or subsection 317(3) of the *Excise Tax Act*.

Based on the preliminary review of the estate, the estimated administrative fees and costs, before HST, would approximate \$166,834.84. The aforementioned figure has been estimated based on the below:

			Former		
		Legal	Employee		
Description of Work to be Performed	Trustee	Counsel	Costs	Other Costs	TOTAL
Basic bankruptcy administration	20,000.00				20,000.00
Review, analysis and negotiation of release of accounts receivables					
and holdbacks, including the coordination of completing work,					
deficiencies, warranty claims, billings, credit notes, etc.					
	34,250.00				34,250.00
Arrange for appraisal of equipment, solicit liquidation proposals,					
negotiation of sales, completing sale (assumes not Trustee run sales					
process or need for Approval and Vesting Order, which would be at					
additional cost and expense)	14,375.00				14,375.00
Reviewing of security documents and construction					
contract/construction law to address priorities for equipment and					
receivables, respectively		30,000.00			30,000.00
Assistance in analysis in connection with collection of accounts					
receivables and holdbacks, involvement in trust exams and filing of					
outstanding returns (~\$17,500/mth at 50% for 4 months)					
			35,000.00		35,000.00
Assistance in preparation of T4's and T4 Summary for filing with HST			2,800.00		2,800.00
Bankruptcy administration costs - Filing fees, notices, etc.				3,000.00	3,000.00
Appraisal fees				1,900.00	1,900.00
Insurance - property coverage (6 month coverage)				3,100.00	3,100.00
Occupancy costs - Rent (estimated allocation) for 4 months				22,409.84	22,409.84
TOTAL, excluding HST	68,625.00	30,000.00	37,800.00	30,409.84	166,834.84

The collection of the accounts and holdback receivables is complicated and very involved as it requires addressing the interplay of complete and near complete jobs, warranty issues, possible multiple lien and construction trust claims, as well as other construction legislation intricacies. Additionally, as reflected above, it has been necessary to contract the Bankrupt's former CFO to assist, as well as the former payroll clerk, to assist the Trustee in the administration of this estate, the collection of the accounts and holdback receivables and for the financial reporting to the Agency.

The anticipated amount to be received by the Agency, would approximate between \$2.5 million and the determined deemed trust claim owed to the Agency.

We note that Royal Bank of Canada ("RBC") is a secured creditor in these bankruptcy proceedings, who appears to rank next in priority to the assets of the bankrupt. The Trustee has obtained an independent legal opinion, which has confirmed the validity and enforceability of RBC's security as against a trustee in a bankruptcy proceeding.



To facilitate the Agency's review, attached please find the following information:

- 1. Appendix "A" The Trustee's preliminary analysis of the claim the Agency in connection with source deductions/payroll account (815290390RP0001);
- 2. Appendix "B"- The Trustee's preliminary analysis of the realizable value of the accounts receivable and holdbacks as of August 30, 2023; and
- 3. Appendix "C" The forced liquidation values of the equipment (before selling costs) as appraised by Infinity Asset Solutions for the Trustee.

Should you have any questions with regards to the above, the attached, require additional information or wish to further discuss this estate, please contact the undersigned.

Yours very truly,

# MNPLTD.,

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

Matthew E. Lem, CIRP Licensed Insolvency Trustee

Attachments



This is Exhibit "G" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits

Canada Revenue Agence du revenu Agency du Canada

Tax Centre Mississauga ON L5R 4B4

November 07, 2023

Account Number 81529 0390 RP0001

ATTENTION: MATTHEW LEM INTEGRO BUILDING SYSTEMS INC. C/O MNP LTD 1900 - 1 ADELAIDE ST E TORONTO ON M5C 2V9

Dear Sir:

Subject:

Thank you for your request of October 16, 2023, for the Crown's consent to permit reasonable fees and costs associated with the estate for INTEGRO BUILDING SYSTEMS INC. to be paid ahead of the Crown's priority claim.

After reviewing the information in your request, we agree to allow the reasonable fees and costs you requested, up to \$166,834.84.

The allowance for these fees and costs is based on the information you gave. Any change in the administration of this file (for example, conversion from a summary administration to ordinary administration) or in the realization of assets being administered by the trustee that may result in fees and costs in excess of the amounts noted above must be brought to our attention, before such costs are incurred.

If a change occurs, you have to send us a new request for our review that details the change and gives the additional information prescribed, as well as the revised estimates of fees and costs, including fees and costs of realization per asset.

If there is a change and you do not send us a new request, we may limit the allowance to the amount stated given above.

The current agreement depends on compliance with the duties and obligations stated in our policy for administrative agreements with trustees and receivers. For the current agreement, we require that you send progress reports every 30 days following the date of this approval. Also, please report any material change or

.../2

Canadä

National Insolvency Office 5800 Hurontario Street Mississauga ON L5R 4B4





anticipated cost overrun to us at once, so that we can review and consider changes to this agreement.

If you have questions or need more information, please call René Tegelaar at (416) 605-7020.

Yours truly,

Mr. René Tegelaar (1220) Resource/Complex Case Officer This is Exhibit "**H**" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits

# Integro IBS Holdings Inc. Ownership structure October 2019

	Ownership
Shareholder Name	%
Hi-Rise Vista Holdings Inc.	34.0%
61/67 Claireville Holdings Ltd.	20.5%
Chafhold Corporation	9.7%
Jim Mitchell	9.1%
Elliot Kracko	4.6%
Michelle Di Carlo	3.3%
Zdenko Ruzic	3.2%
Paolo DeTorre	2.9%
Shenk East LLC	2.0%
Driveway Realties Limited	2.0%
2085271 Ontario Inc.	1.9%
Merle Glaser	1.5%
2468460 Ontario Limited	1.0%
Art Middleton	1.0%
Patrick Grasso	1.0%
Stephen Belgue	0.9%
Fred Worm	0.6%
Jacques Godin	0.3%
Peter Schauer	0.3%
2654506 Ontario Limited	0.0%
TOTAL	100.0%

This is Exhibit "**I**" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits



Industry Canada

Industrie Canada

des faillites Canada

Bureau du surintendant

Office of the Superintendent of Bankruptcy Canada

District of: Ontario Division No.: 09 - Toronto Court No.: 31-3035441 Estate No.: 31-3035441

In the Matter of the Bankruptcy of:

# Integro IBS Holdings Inc.

Debtor

### MNP LTD / MNP LTÉE

Licensed Insolvency Trustee

# Ordinary Administration

Date and time of bankruptcy:	January 26, 2024, 11:18	Security:	\$0.00
Date of trustee appointment:	January 26, 2024		
Meeting of creditors:	February 16, 2024, 14:00 Meeting to be held by Video Conference https://shorturl.at/bioW ID:236 281 127 877-252-9279 Or 1-587-747-4334, Ontario Canada,		
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 aforenamed debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforenamed trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

E-File/Dépôt Electronique

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

Date: January 26, 2024, 11:41 Official Receiver 151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902



This is Exhibit "**J**" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits

Sent: Thursday, February 22, 2024 3:44 PM
To: Jaipargas, Roger <<u>RJaipargas@blg.com</u>>; Hoy, Alec <<u>ahoy@cassels.com</u>>
Cc: Dietrich, Jane <<u>idietrich@cassels.com</u>>
Subject: RE: E-Service: In the Matter of Integro Building Systems Inc. [Court File No. BK-23-00459641-0031; Estate File No. 31-459641] - Motion Record Returnable on Friday, February 23, 2024 at 10:00 a.m. (ET) [IWOV-LEGAL.FID4122411]

From: Merskey, Alan <<u>amerskey@cassels.com</u>>

# [External / Externe]

## Roger,

The Trustee does not agree that State is a related party. If you have information beyond assertion we look forward to it. With respect to the rest of your email, while the Trustee disagrees that an adjournment is appropriate, it will agree to a two week adjournment on condition that RBC does not oppose the AVO portion of the motion tomorrow. A two week adjournment will provide RBC sufficient time to satisfy itself of the extent of the deemed trust (see below in this regard) or file materials to justify RBC's opposition to the fee approval. A sine die request is unfair to the Trustee, inappropriate and will be opposed by the Trustee.

Separately, please be advised that the Trustee expects to serve this afternoon or this evening a supplementary report which will set out that the minimum deemed trust CRA claim will be at least \$2.9M, rendering this issue moot. The Trustee intends to rely on that report at the motion tomorrow or otherwise, if need be.

Finally, to assuage RBC's concerns regarding the allocation of costs, we attach a small spread sheet which indicates the Trustee's anticipated division of costs between the proceeds and the deposit. As you will see, the Trustee anticipates drawing approximately \$170,000 from the retainer funds.

We look forward to your confirmation of the above adjournment term. Best regards

# Cassels

# ALAN MERSKEY (he/him/his)

Partner t: +1 416 860 2948 e: amerskey@cassels.com

Cassels Brock & Blackwell LLP | cassels.com Suite 3200, Bay Adelaide Centre – North Tower 40 Temperance St. Toronto, Ontario M5H 0B4 Canada

From: Jaipargas, Roger <<u>RJaipargas@blg.com</u>>

Sent: Thursday, February 22, 2024 3:10 PM

**Cc:** Dietrich, Jane <<u>jdietrich@cassels.com</u>>

**Subject:** RE: E-Service: In the Matter of Integro Building Systems Inc. [Court File No. BK-23-00459641-0031; Estate File No. 31-459641] - Motion Record Returnable on Friday, February 23, 2024 at 10:00 a.m. (ET)

Importance: High

# **CAUTION:** External Email

# Hello Alec,

I write to you in connection with our discussion of this afternoon and our two previous calls of earlier today with yourself and Alan Merskey of your office. I have instructions from RBC to attend at the hearing that is scheduled for February 23 at 10am. I would be grateful if you could add me to the participant form in respect of same. As discussed this afternoon, while RBC has a number of concerns with respect to the process leading up to the proposed transaction with State, which is a related party to Integro Building Systems Inc. ("Integro"), RBC has instructed me that it will not take a position in connection with in connection with the Approval and Vesting Order sought. However, RBC requires your confirmation that the relief sought in connection with the Ancillary Order will be adjourned *sine die.* After reviewing the Motion Record dated February 15, 2024 and the Factum that was served at 4:11pm on February 21, 2024, RBC is opposed to the granting of the Ancillary Order sought at this time, due to a number of factors, which include, but are not limited to, the following:

- The materials that have been filed are incomplete and do not make a full disclosure to the Court of the background on this matter. In particular, paragraph 13 of the First Report of the Trustee dated February 14, 2024, mentions the retainer in the amount of \$287,000 that is being held by the trustee but it makes no mention of the fee indemnity agreement that was also obtained by the trustee from each of Hi-Rise Vista Holdings Inc., 61/67 Clairville Holdings Ltd. and Chafhold Corporation.
- 2. There is no certainty on the quantum of the deemed trust claim of CRA with respect to source deductions. As a result, RBC has no certainty at this time as to whether the proposed realizations in this estate from PCL in the

amount of \$1.8 million (paragraph 33(d) of the First Report) and the proceeds derived from the proposed sale transaction with State will result in RBC seeing no recovery.

- 3. The relief sought in the Ancillary Order is premature, putting aside the question of authority of the Court to grant the Order sought under s.39(5) of the BIA.
- 4. The administrative agreement between CRA and MNP was not filed with the Court. That agreement does not have the effect of permitting CRA to add the fees and disbursements incurred by MNP and Cassels Brock onto its debt, as though it were a secured creditor with such rights conferred pursuant to certain underlying security documentation. Accordingly, some consideration needs to be had as to how the provisions of the administrative agreement between MNP and CRA should be implemented, having regard to ensuring that the rights of RBC are not prejudices in connection with same, particularly if there are amounts available to RBC after payment of the deemed trust amount owing to CRA, as confirmed by CRA.

Can you please confirm that you have instructions to adjourn the relief sought in connection with the Ancillary Order. Many thanks.

Regards,

Roger



# Roger Jaipargas

T 416.367.6266 | <u>RJaipargas@blg.com</u> Bay Adelaide Centre, East Tower, 22 Adelaide St. W, Toronto, ON, Canada M5H 4E3

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# From: Hoy, Alec <<u>ahoy@cassels.com</u>>

Sent: Wednesday, February 21, 2024 4:11 PM

To: Dietrich, Jane <<u>idietrich@cassels.com</u>>; Merskey, Alan <<u>amerskey@cassels.com</u>>; <u>Matthew.lem@mnp.ca</u>; mightonj@bennettjones.com; <u>Sabrina.missio@cra-arc.gc.ca</u>; <u>Kelly.smithwayland@justice.gc.ca</u>; <u>Rene.tegelaar@craarc.gc.ca</u>; <u>Agc-pgc.toronto-tax-fiscal@justice.gc.ca</u>; <u>insolvency.unit@ontario.ca</u>; <u>Agc\_pgc\_vancouver@justice.gc.ca</u>; Jaipargas, Roger <<u>RJaipargas@blg.com</u>>; <u>hchaudhary@rossmcbride.com</u>; <u>pbernard@youngmanlaw.com</u>; <u>hreffler@vaultcredit.ca</u>

**Subject:** RE: E-Service: In the Matter of Integro Building Systems Inc. [Court File No. BK-23-00459641-0031; Estate File No. 31-459641] - Motion Record Returnable on Friday, February 23, 2024 at 10:00 a.m. (ET)

# [External / Externe]

# Service List:

We are counsel to MNP Ltd. in its capacity as licensed insolvency trustee (the "**Trustee**") of Integro Building Systems Inc. Further to the email below and in connection with the Trustee's motion for: (i) Approval and Vesting Order; and (ii) Administrative Order, please find attached the; (i) Factum of the Trustee; and (ii) Book of Authorities of the Trustee, which are hereby served upon you pursuant to the E-Service Protocol of the Commercial List and the Rules of Civil Procedure. This is Exhibit "**K**" referred to in the Affidavit of BARRY MUTIS SWORN REMOTELY by BARRY MUTIS of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits

## ESTATE OF INTEGRO BUILDING SYSTEMS INC., BANKRUPT

# Proposed Allocation of Net Costs between CRA and Directors (Net Costs up to January 31, 2024)

Prepared February 21, 2024

	TOTALS			To be paid from			
	As of 31-Jan-24		Estate Proceeds*		R	etainer Funds	
Trustee Fees	\$	263,778.10	\$	146,212.90	\$	117,565.20	
Cassels Fees and Disbursements		68,609.42		43,000.00		25,609.42	
Subcontractors - Former Employees		66,233.30		39,016.12		27,217.18	
Bankruptcy administration costs - Filing fees, notices, etc.		4,816.01		4,816.01		-	
Appraisal fees		1,900.00		1,900.00		-	
Insurance		5,100.00		5,100.00		-	
Total, excludes applicable taxes	\$	398,620.82	\$	228,229.02	\$	170,391.80	

\* - Subject to obtaining a revised/amended Administrative Agreement with CRA

Court File No. BK-23-00459641-0031 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

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

# AFFIDAVIT OF BARRY MUTIS (Sworn March 4, 2024)

# **BORDEN LADNER GERVAIS LLP**

Bay Adelaide Centre, East Tower 22 Adelaide St. W. Toronto, ON M5H 4E3 Tel: (416) 367-6000 Fax: (416) 367-6749

# **Roger Jaipargas (LSO #43275C)** Tel: (416) 367-6266

rjaipargas@blg.com

# **Doug Smith (LSO #36915R)** Tel: (416) 367-6015 dsmith@blg.com

Lawyers for Royal Bank of Canada

# Tab 3

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

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

# AFFIDAVIT OF PRITESH PATEL (Sworn March 4, 2024)

I, PRITESH PATEL, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Partner in the Deal Advisory, Turnaround & Restructuring Group of KPMG Inc.("**KPMG**"), financial advisor to Royal Bank of Canada ("**RBC**") in respect of this matter, and as such have knowledge of the matters hereinafter deposed to. I am also a Licensed Insolvency Trustee.

2. I am swearing this affidavit in support of a motion by RBC for an Order, *inter alia*, (i) adjourning the Motion brought by the Trustee (as defined below) for an Administrative Order; (ii) a declaration that the fees and disbursements of MNP Ltd. ("**MNP**") as trustee in bankruptcy (the "**Trustee**") of Integro Building Systems Inc. (the "**Bankrupt**" or "**Integro**") and its legal counsel, Cassels Brock & Blackwell LLP ("**Cassels**"), not be paid out of the estate of the Bankrupt (the "**Estate**"), in priority to RBC, as the secured creditor of the Bankrupt.

3. KPMG was retained as financial advisor to RBC on or about September 15, 2023. Since being engaged by RBC, KPMG has sought to obtain information from MNP on the nature of the claims, including that of Canada Revenue Agency ("CRA"), against the Estate, as well as the anticipated realizations.

# CORRESPONDENCE WITH THE TRUSTEE REGARDING REALIZATIONS

4. I reviewed the First Report of the Trustee dated February 14, 2024 (the "**First Report**") and the Supplemental Report of the Trustee dated February 22, 2024 (the "**Supplemental Report**") and had some concerns with same. In particular, the statement at paragraph 9 of the Supplemental Report that:

Based on this [the amount of the CRA Deemed Trust Claim] and the amounts realized to date and expected to be realized with some certainty, it is the Trustee's calculation that, subsequent to the satisfaction of the Deemed Trust Claim and prior to the payment of any fees of the Trustee, there will be no funds available for payment to any of the Estate's secured creditors, including RBC.

5. I found that statement troubling, as I was under the impression, based on the information received from the Trustee to date, that there is the prospect for additional realizations in the Estate. Further, the suggestion that there would be no funds available for payment to RBC, is contrary to the Trustee's request in December, 2023 that RBC enter into a funding arrangement with the Trustee.

6. Accordingly, on February 23, 2024, I sent an email to Matthew Lem at MNP to seek an updated realization schedule and clarification on the status of collection efforts and the potential for additional realizations for the Estate.

7. Mr. Lem replied by email stating that I had misinterpreted paragraph 9 of the Supplemental Report and that based on known recoveries, there would be a shortfall to secured creditors, including RBC. However, Mr. Lem noted that the Trustee continues to pursue collections on other projects, but there was no certainty at this time on potential additional realizations.

8. At the date of the swearing of this affidavit, I have not received from the Trustee any updated realization analysis. Therefore, there is still considerable uncertainty surrounding the extent of future realizations that can be expected for the Estate.

9. On the afternoon of February 29, 2024, I received an email from Mr. Lem advising that CRA had increased its fee approval in respect of the arrangements in place between MNP and

CRA to \$305,560.13. Attached hereto and marked as **Exhibit "A"** is a copy of the email received from Mr. Lem on February 29, 2024, together with the letter from CRA dated February 29, 2024.

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**SWORN BEFORE ME** over video conference this 4<sup>th</sup> day of March 2024, in accordance with Ontario Regulation 431/20. The affiant was located in Toronto, in the Province of Ontario, while the commissioner, Mariela Adriana Gasparini was located in Vaughan, in the Province of Ontario.

A Commissioner for Taking Affidavits LSO License No.: P14458

) ) ) ) ) ) Pritesh Patel )

This is Exhibit "A" referred to in the Affidavit of PRITESH PATEL SWORN REMOTELY by PRITESH PATEL of the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on March 4, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

Adriand Jospin

A Commissioner for taking affidavits

From: Matthew Lem <<u>Matthew.Lem@mnp.ca</u>>
Sent: Thursday, February 29, 2024 2:31 PM
To: Patel, Pritesh <<u>pritpatel@kpmg.ca</u>>
Subject: Estate of IIntegro Building Systems Inc. - AMENDED/CHANGED Administrative Agreement (CRA) [EXTERNAL]

Matthew Lem, CIRP, LIT PARTNER/SENIOR VICE-PRESIDENT

DIRECT 416.515.3882 CELL 416.206.0345 FAX 416.323.5240 1 Adelaide Street East Suite 1900 Toronto, ON M5C 2V9 matthew.lem@mnp.ca mnpdebt.ca



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Our lawyers have recommended that we provide certain disclaimer language with our messages. Rather than including them here, we're drawing your attention to the following links where the full legal wording appears.

- Disclaimer concerning confidential and privileged information/unintended recipient (http://disclaimer.kpmg.ca).
- Disclaimer concerning tax advice (http://taxdisclaimer.kpmg.ca).

If you are unable to access the links above, please cut and paste the URL that follows the link into your browser.

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# Attached is the letter approving your fees

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Canada Revenue Agence du revenu Agency du Canada

Tax Centre Mississauga ON L5R 4B4

February 29, 2024

ATTENTION: MATTHEW LEM MNP LTD. 1 ADELAIDE STREET EAST SUITE 1900 TORONTO ON M5C 2V9

Dear Sir:

Subject:

In the matter of the bankruptcy of INTEGRO BUILDING SYSTEMS INC. Date of bankruptcy: August 31, 2023

Thank you for your request of February 21, 2024, for the Crown's consent to permit reasonable fees and costs associated with the estate for INTEGRO BUILDING SYSTEMS INC. to be paid ahead of the Crown's priority claim.

After reviewing the information in your request, we agree to allow the reasonable fees and costs you requested, up to \$305,560.13.

The allowance for these fees and costs is based on the information you gave. Any change in the administration of this file (for example, conversion from a summary administration to ordinary administration) or in the realization of assets being administered by the trustee that may result in fees and costs in excess of the amounts noted above must be brought to our attention, before such costs are incurred.

If a change occurs, you have to send us a new request for our review that details the change and gives the additional information prescribed, as well as the revised estimates of fees and costs, including fees and costs of realization per asset.

If there is a change and you do not send us a new request, we may limit the allowance to the amount stated given above.

The current agreement depends on compliance with the duties and obligations stated in our policy for administrative agreements with trustees and receivers. For the current agreement, we

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Canadä

National Insolvency Office 5800 Hurontario Street Mississauga ON L5R 4B4 Local : Toll Free : Fax : Web site : 416-605-7020 1-833-540-3352 418-556-1820 canada.ca/taxes require that you send progress reports every 30 days following the date of this approval. Also, please report any material change or anticipated cost overrun to us at once, so that we can review and consider changes to this agreement.

If you have questions or need more information, please call René Tegelaar at (416) 605-7020.

Vours truly,

Mr. Gordon Tebbutt Team Leader, Revenue Collections

# 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)

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF PRITESH PATEL (Sworn March 4, 2024)

# BORDEN LADNER GERVAIS LLP

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**Roger Jaipargas (LSO #43275C)** Tel: (416) 367-6266 rjaipargas@blg.com

**Doug Smith (LSO #36915R)** Tel: (416) 367-6015 dsmith@blg.com

Lawyers for Royal Bank of Canada

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

SU	<i>ONTARIO</i> PERIOR COURT OF JUSTICE (COMMERCIAL LIST)	
PROCEE	DINGS COMMENCED AT TORONTO	
	MOTION RECORD (returnable March 8, 2024)	
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Tel: (416) 3		
rjaipargas@		
Doug Smit	n (LSO #36915R)	
Tel: (416) 3		
dsmith@blg		
Lawyers for	Royal Bank of Canada	