

Court File No. CV-20-00639897-00CL

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

B E T W E E N :

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

**MOTION RECORD
(returnable November 13, 2020)**

Date: November 3, 2020

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Lawyers for the Receiver

TO: ATTACHED SERVICE LIST

Court File No. CV-20-00639897-00CL

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

B E T W E E N :

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TAB A

Court File No. CV-20-00639897-00CL

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

B E T W E E N :

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

**NOTICE OF MOTION
(returnable November 13, 2020)**

msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties (collectively, the “**Property**”) of Eveley International Corporation (the “**Debtor**”), will make a motion to a Judge of the Commercial List on Friday, November 13, 2020 at 10:30 a.m., or as soon after that time as the motion can be heard, by judicial videoconference due to the COVID-19 emergency via the following Zoom coordinates:
<https://zoom.us/j/92006349872?pwd=bFBBC3lvOXhOWGtXYU44YlIPWDk0QT09>.

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

THE MOTION IS FOR Orders, including, amongst other things:

- (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;

- (b) approving the First Report of the Interim Receiver (as defined below) dated May 21, 2020 (the “**IR Report**”) and approving the actions of the Interim Receiver described therein;
- (c) approving the First Report of the Receiver dated November 3, 2020 (the “**First Report**”) and approving the actions of the Receiver described therein, including, without limitation, approving the Receiver’s Interim Statement of Receipts and Disbursements appended to the First Report;
- (d) approving the agreement of purchase and sale between the Receiver, as vendor, and 2771276 Ontario Inc. (the “**Purchaser**”), as purchaser, dated October 20, 2020 (the “**Sale Agreement**”), and authorizing the Receiver to complete the transaction contemplated thereby (the “**Transaction**”);
- (e) vesting in the Purchaser all the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), free and clear of any claims and encumbrances;
- (f) sealing the Confidential Appendices (as defined in the First Report) until closing of the Transaction or further Order of this Court;
- (g) authorizing and directing the Receiver to distribute certain funds to The Receiver General without further Order of this Court;
- (h) authorizing, but not obligating, the Receiver to bankrupt the Debtor;
- (i) approving the fees and disbursements of the Interim Receiver, the Receiver and their counsel, including an accrual for fees and disbursements to be incurred by the Receiver and its counsel to the completion of these proceedings;
- (j) effective upon the filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, discharging Spergel as the Receiver and releasing Spergel from any and all liability that

Spergel has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Spergel while acting in its capacities as the Interim Receiver and the Receiver; and

- (k) such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- (a) pursuant to an Order made April 23, 2020 (the “**IR Order**”), Spergel was appointed as the interim receiver (in such capacity, the “**Interim Receiver**”) of the Property;
- (b) pursuant to the IR Order, the Interim Receiver’s mandate was to expire on the earliest of:
 - (i) the taking of possession of the Property by a receiver or a trustee in bankruptcy;
 - (ii) May 25, 2020; and
 - (iii) further Order of the Court;
- (c) pursuant to Endorsements made May 26, 2020, May 28, 2020 and June 4, 2020 and an Order made June 25, 2020 (collectively, the “**Receivership Order**”), Spergel was appointed as the Receiver, and the discharge of the Interim Receiver was confirmed;
- (d) pursuant to the Receivership Order, the Receiver was authorized to market any or all the Property, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Receiver, in its discretion, deems appropriate;
- (e) the marketing and sale process culminated in the Sale Agreement for the Purchased Assets, which the Receiver has accepted subject to approval by this Court;

- (f) the Sale Agreement contemplates that the Receiver will complete the Transaction and that the Purchased Assets will be vested in the Purchaser;
- (g) a condition of the Sale Agreement is that this Court provide a sale approval and vesting order in favour of the Purchaser;
- (h) a further condition of the Sale Agreement is that the Court authorize the Receiver to assign the Debtor into bankruptcy;
- (i) the purchase price contemplated by the Sale Agreement represents the best offer for the Purchased Assets;
- (j) a sealing order is required because the Confidential Appendices contain certain commercially-sensitive information, the release of which could prejudice the Debtor's stakeholders if the Transaction does not close;
- (k) the Debtor is indebted to The Receiver General for certain priority amounts, as more fully described in the First Report;
- (l) the Receivership Order also granted an Occupation Charge (as defined therein) to 2565698 Ontario Inc., which ranks in priority to the Identified Security (as defined below), and the Receiver has made certain payments against the Occupation Charge in the ordinary course and intends to continue to do so, in full, following the closing of the Transaction and until the Receiver's occupation ceases in accordance with the terms and conditions of the Occupation Agreement (as defined in the Receivership Order);
- (m) other than cash amounts to satisfy obligations in priority to the Identified Security, the balance of the Transaction's purchase price is satisfied by the annulment of portions of the secured debt under the Identified Security, such that no cash amounts will otherwise be available for distribution to the Debtor's subordinate creditors;

- (n) the Debtor is indebted to and has provided security in favour parties that are to assign their secured debt to the Purchaser on Closing, and the Receiver has obtained independent legal opinions from Aird & Berlis LLP confirming the validity and enforceability of such security (the “**Identified Security**”);
- (o) the Interim Receiver and the Receiver have filed with the Court the IR Report and the First Report, respectively, which outline, amongst other things, the actions of the Interim Receiver and the Receiver since the commencement of these proceedings;
- (p) the Interim Receiver, the Receiver and their counsel, Aird & Berlis LLP, have accrued fees and expenses in their capacity as Interim Receiver, Receiver and counsel thereto, respectively, which fees and expenses require the approval of this Court pursuant to the IR Order and the Receivership Order;
- (q) the IR Order and the Receivership Order authorizes the Interim Receiver and the Receiver to pass their accounts from time to time, and to include any necessary solicitor fees and disbursements in the passing of the accounts;
- (r) the Receivership Order further provides that, notwithstanding the Interim Receiver’s discharge, the Receiver is authorized to bring one or more motions on the Interim Receiver’s behalf for the purposes of seeking the approval of:
 - (i) the IR Report and the Interim Receiver’s activities therein;
 - (ii) the fees and disbursements of the Interim Receiver and its counsel;
 - (iii) the discharge of liability with respect to the Interim Receiver, save and except for any gross negligence of wilful misconduct by the Interim Receiver; and
 - (iv) any ancillary relief in regards to (i), (ii) or (iii);
- (s) the other grounds set out in the IR Report and the First Report;

- (t) sections 47 and 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (u) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (v) rules 1.04, 2.03, 3.02, 30, 37 and 41.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (w) such further and other grounds as counsel may advise and this Court may permit.

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

- (a) the IR Report, the First Report and their respective appendices, including, without limitation, the affidavits sworn in support of the fees and disbursements of the Interim Receiver, the Receiver and their counsel; and
- (b) such further and other material as counsel may submit and this Court may permit.

Date: November 3, 2020

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Lawyers for the Receiver

TO: ATTACHED SERVICE LIST

CANADIAN EQUIPMENT FINANCE & LEASING INC.

- and -

EVELEY INTERNATIONAL CORPORATION

Applicant

Respondent

CV-20-00639897-00CL

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

Proceedings commenced at Toronto

**NOTICE OF MOTION
(returnable November 13, 2020)**

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Lawyers for the Court-appointed Receiver

TAB B

Court File No. CV-20-00639897-00CL

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

THE HONOURABLE MR.)	FRIDAY, THE 13 TH DAY
)	
JUSTICE CAVANAGH)	OF NOVEMBER, 2020

B E T W E E N :

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Eveley International Corporation (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor, for an order, *inter alia*, approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and 2771276 Ontario Inc. (the “**Purchaser**”), as purchaser, dated October 20, 2020 (the “**Sale Agreement**”), a redacted copy of which is attached as Appendix “5” to the First Report of the Receiver dated November 3, 2020 (the “**First Report**”) and an unredacted copy of which is

attached as Confidential Appendix “4” to the First Report, and vesting in the Purchaser the Debtor’s right, title and interest in and to the property described as the “Purchased Assets” in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service, filed,

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, or as it may direct.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the

Order (appointing Interim Receiver) of The Honourable Mr. Justice McEwen made April 23, 2020; (ii) any encumbrances or charges created by the Order (appointing Receiver) of The Honourable Mr. Justice McEwen made June 25, 2020 and (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

5. **THIS COURT ORDERS** that, notwithstanding:

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

(c) any assignment in bankruptcy made in respect of the Debtor,

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

6. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to assign the Debtor into bankruptcy, and to appoint msi Spergel inc. as the Debtor's bankruptcy trustee, which the Receiver shall do if the Purchaser so elects in accordance with section 10.2(a) of the Sale Agreement, subject to the Purchaser providing a further \$10,000.00 to the Receiver to fund the bankruptcy proceedings of the Debtor.

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

Schedule “A” – Form of Receiver’s Certificate

Court File No. CV-20-00639897-00CL

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

B E T W E E N :

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

RECEIVER’S CERTIFICATE**RECITALS**

I. Pursuant to an Order of The Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 25, 2020, msi Spergel inc. (“**Spergel**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Eveley International Corporation (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor, including the proceeds thereof (the “**Property**”).

II. Pursuant to an Order of the Court dated November 13, 2020, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and 2771276 Ontario Inc. (the “**Purchaser**”), as purchaser, dated October 20, 2020 (the “**Sale Agreement**”), and provided for the vesting in the Purchaser of all the Debtor’s right, title and interest in and to the Purchased Assets (as defined in

the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

MSI SPERGEL INC., solely in its capacity as the Court-appointed receiver of the Debtor, and not in its personal capacity or in any other capacity

Per: _____

Name:

Title:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

- and -

EVELEY INTERNATIONAL CORPORATION

Applicant

Respondent

Court File No. CV-20-00639897-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

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Lawyers for the Receiver

TAB C

Court File No. CV-20-00639897-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.) FRIDAY, THE 13TH DAY
)
JUSTICE CAVANAGH) OF NOVEMBER, 2020

THE HONOURABLE) DAY, THE DAY
)
JUSTICE) OF , 20

B E T W E E N :

~~PLAINTIFF~~

Plaintiff

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -
~~DEFENDANT~~

Defendant

EVELEY INTERNATIONAL CORPORATION

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ msi Spergel inc., in its capacity as the Court-appointed receiver (in such capacity, the "Receiver"), without security, of all the undertaking, property and assets of [DEBTOR], undertakings and properties of Eveley International Corporation (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, for an order, inter alia, approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale ~~(the "Sale Agreement")~~ between the Receiver, as vendor, and ~~[NAME OF PURCHASER]~~ 2771276 Ontario Inc. (the "Purchaser"), as purchaser, dated ~~[DATE] and appended~~ October 20, 2020 (the "Sale Agreement"), a redacted copy of which is attached as Appendix "5" to the First Report of the Receiver dated [DATE] November 3, 2020 (the "First Report") and an unredacted copy of which is attached as Confidential Appendix "4" to the First Report, and vesting in the Purchaser the Debtor's right, title and interest in and to the ~~assets~~ property described as the "Purchased Assets" in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

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

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

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, or as it may direct.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order (appointing Interim

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

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

⁴ ~~To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

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

Receiver) of ~~the~~The Honourable Mr. Justice ~~[NAME]~~ dated [DATE]McEwen made April 23,
2020; (ii) any encumbrances or charges created by the Order (appointing Receiver) of The
Honourable Mr. Justice McEwen made June 25, 2020 and (iii) all charges, security interests or
 claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any
 other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto (all of~~
~~which are collectively referred to as the "Encumbrances", which term shall not include the~~
~~permitted encumbrances, easements and restrictive covenants listed on Schedule D).~~ and, for
 greater certainty, this Court orders that all of the ~~Encumbrances~~Claims affecting or relating to the
 Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

~~3. — THIS COURT ORDERS that upon the registration in the Land Registry Office for the~~
~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the~~
~~Land Registration Reform Act duly executed by the Receiver][Land Titles Division of~~
~~{LOCATION} of an Application for Vesting Order in the form prescribed by the Land Titles Act~~
~~and/or the Land Registration Reform Act]⁶; the Land Registrar is hereby directed to enter the~~
~~Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real~~
~~Property") in fee simple, and is hereby directed to delete and expunge from title to the Real~~
~~Property all of the Claims listed in Schedule C hereto.~~

3. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority
 of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and
 stead of the Purchased Assets, and that from and after the delivery of the Receiver's¹ Certificate
 all Claims ~~and Encumbrances~~ shall attach to the net proceeds from the sale of the Purchased
 Assets with the same priority as they had with respect to the Purchased Assets immediately prior

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. — THIS COURT ORDERS that, pursuant to clause 7(3)(e) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

5. ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

~~(a)~~ (a) the pendency of these proceedings;

~~(b)~~ (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

~~(c)~~ (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser, or as it may direct, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

6. THIS COURT ORDERS that the Receiver be and is hereby authorized to assign the Debtor into bankruptcy, and to appoint msi Spergel inc. as the Debtor's bankruptcy trustee, which the Receiver shall do if the Purchaser so elects in accordance with section 10.2(a) of the Sale Agreement, subject to the Purchaser providing a further \$10,000.00 to the Receiver to fund the bankruptcy proceedings of the Debtor.

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

~~7~~

Schedule ~~“A-”~~ Form of Receiver’s Certificate

Court File No. ~~_____~~ CV-20-00639897-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

~~PLAINTIFF~~

Plaintiff

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -
~~DEFENDANT~~

Defendant

EVELEY INTERNATIONAL CORPORATION

Respondent

RECEIVER’S CERTIFICATE

RECITALS

I. ~~A.~~ Pursuant to an Order of ~~the~~The Honourable ~~[NAME OF JUDGE]~~Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the ~~“Court”~~) dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~June 25, 2020, msi Spergel inc. (“Spergel”) was appointed as ~~the~~receiver (in such capacity, the “Receiver”), without security, of all the undertaking, property and assets of [DEBTOR], undertakings and properties of Eveley

International Corporation (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor, including the proceeds thereof (the “**Property**”).

II. ~~B.~~ Pursuant to an Order of the Court dated ~~[DATE]~~ November 13, 2020, the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~ (the “~~Sale Agreement~~”) between the Receiver ~~[Debtor]~~, as vendor, and ~~[NAME OF PURCHASER]~~ 2771276 Ontario Inc. (the “**Purchaser**”), as purchaser, dated October 20, 2020 (the “**Sale Agreement**”), and provided for the vesting in the Purchaser of all the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the ~~Purchase Price~~ purchase price for the Purchased Assets; (ii) that the conditions to ~~Closing~~ closing as set out in ~~section 1 of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. ~~1.~~ The Purchaser has paid and the Receiver has received the ~~Purchase Price~~ purchase price for the Purchased Assets payable on the ~~Closing Date~~ closing date pursuant to the Sale Agreement;

2. ~~2.~~ The conditions to ~~Closing~~ closing as set out in ~~section 1 of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; ~~and~~

3. ~~3.~~ The Transaction has been completed to the satisfaction of the Receiver; and

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

~~[NAME OF RECEIVER],~~ MSL SPERGEL
INC., solely in its capacity as ~~Receiver of the~~
~~undertaking, property and~~
~~assets~~ Court-appointed receiver of ~~[DEBTOR]~~ the
Debtor, and not in its personal capacity or in any
other capacity

Per: _____
Name:
Title:

Revised: January 21, 2014

~~Schedule B—Purchased Assets~~

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

[42118171.2](#)

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[Jeremy Nemers \(LSO # 66410Q\)](#)
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[Lawyers for the Receiver](#)

Document comparison by Workshare 10.0 on November 3, 2020 5:46:11 PM

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Moved cell	
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TAB D

Court File No. CV-20-00639897-00CL

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

THE HONOURABLE MR.)	FRIDAY, THE 13 TH DAY
)	
JUSTICE CAVANAGH)	OF NOVEMBER, 2020

B E T W E E N:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

DISCHARGE ORDER

THIS MOTION, made by msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Eveley International Corporation (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, for an Order, *inter alia*: (i) approving the First Report of msi Spergel inc., in its capacity of the Court-appointed interim receiver of the Debtor (in such capacity, the “**Interim Receiver**”), dated May 21, 2020 (the “**IR Report**”) and the actions and activities of the Interim Receiver described therein; (ii) approving the First Report of the Receiver dated November 3, 2020 (the “**First Report**”) and the actions and activities of the Receiver described therein, including, without limitation, approving the

Receiver's Interim Statement of Receipts and Disbursements appended to the First Report; (iii) sealing the confidential appendices to the First Report (the "**Confidential Appendices**") until the closing of the transaction contemplated by the agreement of purchase and sale between the Receiver and 2771276 Ontario Inc. dated October 20, 2020 (the "**Transaction**") or further Order of the Court; (iv) authorizing and directing the Receiver to distribute certain funds without further Order of this Court; (v) approving the fees and disbursements of the Interim Receiver and the Receiver and those of their counsel, Aird & Berlis LLP, including an accrual for fees and disbursements to be incurred to the completion of these proceedings; (vi) discharging Spergel as the Receiver, effective upon the filing of a certificate by the Receiver certifying that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule "A" (the "**Discharge Certificate**"); and (vii) releasing Spergel from any and all liability, as set out in paragraph 8 of this Order, was heard this via videoconference because of the Covid-19 pandemic.

ON READING the IR Report and appendices thereto, the First Report and the appendices thereto, including, without limitation, the affidavit of Mukul Manchanda sworn November 3, 2020 ("**Spergel's Fee Affidavit**") and the affidavit of Damian Lu sworn November 2, 2020 ("**A&B's Fee Affidavit**" and, together with Spergel's Fee Affidavit, the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, Canadian Equipment Finance & Leasing Inc., the Debtor, 2565698 Ontario Inc. and such other counsel as were present, no one appearing for any other person on the service list, although properly served,

1. **THIS COURT ORDERS** that the time for service and filing of a notice of motion and motion record is hereby abridged and validated so that this motion is properly returnable today and is hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the IR Report and the actions and activities of the Interim Receiver described therein be and are hereby approved.
3. **THIS COURT ORDERS** that the First Report and the actions and activities of the Receiver described therein be and are hereby approved, including, without limitation, the Receiver's Interim Statement of Receipts and Disbursements appended to the First Report.
4. **THIS COURT ORDERS** that the Confidential Appendices be and are hereby sealed until closing of the Transaction or further Order of the Court.
5. **THIS COURT ORDERS** that the fees and disbursements of the Interim Receiver and the Receiver and those of their counsel, Aird & Berlis LLP, as out in the Fee Affidavits, be and are hereby approved, including the Fee Accrual (as defined in the First Report).
6. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make the distributions that are stated at paragraph 58 of the First Report, without further Order of this Court, in full and final satisfaction of all the obligations ranking in priority to the secured indebtedness owing by the Debtor to Canadian Equipment Finance & Leasing Inc.
7. **THIS COURT ORDERS** that, upon the Receiver filing the Discharge Certificate, the Receiver shall be discharged as the Receiver of the Debtor, provided however that notwithstanding its discharge herein, Spergel: (a) shall remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership

herein (including, without limitation, to assign the Debtor into bankruptcy); and (b) shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of the Receiver.

8. **THIS COURT ORDERS AND DECLARES** that, upon the Receiver filing the Discharge Certificate, Spergel is hereby released and discharged from any and all liability that Spergel now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Spergel while acting in its capacity as any of the Interim Receiver or the Receiver herein, save and except for any gross negligence or wilful misconduct on the part of the Interim Receiver or the Receiver, as applicable. Without limiting the generality of the foregoing, Spergel is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within interim receivership or receivership proceedings, save and except for any gross negligence or wilful misconduct on the part of the Interim Receiver or the Receiver, as applicable.

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

10. **THIS COURT ORDERS** that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing; provided, however, that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

SCHEDULE “A”

Court File No. CV-20-00639897-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

DISCHARGE CERTIFICATE**RECITALS**

(A) Pursuant to an Order of the Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on April 23, 2020, as amended by His Honour’s endorsements made on May 26, 2020, May 28, 2020 and June 4, 2020, msi Spergel inc. (“**Spergel**”) was appointed on: (i) April 23, 2020 as interim receiver (in such capacity, the “**Interim Receiver**”), without security, of all of the assets, undertakings and properties of Eveley International Corporation (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor; and (ii) May 26, 2020 as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor.

(B) Pursuant to an Order of the Court made on June 25, 2020 (the “**IR Discharge Order**”), Spergel was discharged as the Interim Receiver, and, notwithstanding the Interim Receiver’s discharge, the Receiver was granted authority to bring one or more motions on the Interim

Receiver's behalf for the purposes of seeking the approval of, amongst other things, the discharge of liability with respect to the Interim Receiver, save and except for any gross negligence of wilful misconduct by the Interim Receiver, and any corresponding ancillary relief.

(C) Pursuant to an Order of the Court made on November 13, 2020 (the "**Discharge Order**"), Spergel was discharged as the Receiver to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge, Spergel: (a) will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of these receivership proceedings (including, without limitation, to assign the Debtor into bankruptcy); and (b) will continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of the Receiver.

(D) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of Receiver, other than the performance of such incidental duties as may be required to complete the administration of these receivership proceedings (including, without limitation, to assign the Debtor into bankruptcy); and

2. this Certificate was filed by the Receiver with the Court on the ____ day of _____, 2020.

MSI SPERGEL INC., solely in its capacity as
the Court-appointed receiver of the Debtor, and
not in its personal capacity

Per: _____

Name:

Title:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

- and -

EVELEY INTERNATIONAL CORPORATION

Applicant

Respondent

Court File No. CV-20-00639897-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

DISCHARGE ORDER

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Email: jnemers@airdberlis.com

Lawyers for the Receiver

TAB E

Revised: May 11, 2010

Court File No. ~~_____~~ CV-20-00639897-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~_____~~ MR.) ~~WEEKDAY~~ FRIDAY, THE # 13TH
JUSTICE ~~_____~~ CAVANAGH) DAY
OF ~~MONTH, 20YR~~ NOVEMBER, 2020

B E T W E E N:

~~**PLAINTIFF**~~

~~Plaintiff~~

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

~~**DEFENDANT**~~

~~Defendant~~

EVELEY INTERNATIONAL CORPORATION

Respondent

DISCHARGE ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ msi Spergel inc. ("Spergel"), in its capacity as the Court-appointed receiver (in such capacity, the "Receiver"), without security, of all of the ~~undertaking, property and assets of [DEBTOR]~~, undertakings and properties of Eveley

International Corporation (the "~~Debtor~~"), acquired for, or used in relation to a business carried on by the Debtor, for an ~~order~~Order, *inter alia*:

- ~~1. (i) approving the activities of the Receiver as set out in the report of the Receiver dated [DATE] (the "Report");~~
- ~~2. approving the fees and disbursements of the Receiver and its counsel;~~
- ~~3. approving the distribution of the remaining proceeds available in the estate of the Debtor;~~
~~{and}~~
- ~~4. discharging [RECEIVER'S NAME] as Receiver of the undertaking, property and assets of the Debtor; and~~
- ~~5. First Report of msi Spergel inc., in its capacity of the Court-appointed interim receiver of the Debtor (in such capacity, the "**Interim Receiver**"), dated May 21, 2020 (the "**IR Report**") and the actions and activities of the Interim Receiver described therein; (ii) approving the First Report of the Receiver dated November 3, 2020 (the "**First Report**") and the actions and activities of the Receiver described therein, including, without limitation, approving the Receiver's Interim Statement of Receipts and Disbursements appended to the First Report; (iii) sealing the confidential appendices to the First Report (the "**Confidential Appendices**") until the closing of the transaction contemplated by the agreement of purchase and sale between the Receiver and 2771276 Ontario Inc. dated October 20, 2020 (the "**Transaction**") or further Order of the Court; (iv) authorizing and directing the Receiver to distribute certain funds without further Order of this Court; (v) approving the fees and disbursements of the Interim Receiver and the Receiver and those of their counsel, Aird & Berlis LLP, including an accrual for fees and disbursements to be incurred to the completion of these proceedings; (vi) discharging Spergel as the Receiver, effective upon the filing of a certificate by the Receiver certifying that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule "A" (the "**Discharge Certificate**"); and (vii) releasing ~~[RECEIVER'S NAME]~~Spergel from any and all~~

liability, as set out in paragraph 57 of this Order¹, was heard this ~~day at 330 University Avenue, Toronto, Ontario.~~ via videoconference because of the Covid-19 pandemic.

ON READING the IR Report and appendices thereto, the ~~affidavits of the Receiver and its counsel as to fees (the "~~First Report and the appendices thereto, including, without limitation, the affidavit of Mukul Manchanda sworn November 3, 2020 ("Spergel's Fee Affidavit") and the affidavit of Damian Lu sworn November 2, 2020 ("A&B's Fee Affidavit" and, together with Spergel's Fee Affidavit, the "Fee Affidavits"~~)~~, and on hearing the submissions of counsel for the Receiver, Canadian Equipment Finance & Leasing Inc., the Debtor, 2565698 Ontario Inc. and such other counsel as were present, no one ~~else~~ appearing for any other person on the service list, although properly served ~~as evidenced by the Affidavit of [NAME] sworn [DATE], filed²;~~

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

2. **THIS COURT ORDERS** that the IR Report and the actions and activities of the Interim Receiver, ~~as set out in the Report,~~ described therein be and are hereby approved.

3. **THIS COURT ORDERS** that the First Report and the actions and activities of the Receiver described therein be and are hereby approved, including, without limitation, the Receiver's Interim Statement of Receipts and Disbursements appended to the First Report.

4. **THIS COURT ORDERS** that the Confidential Appendices be and are hereby sealed until closing of the Transaction or further Order of the Court.

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

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

5. ~~2.~~ **THIS COURT ORDERS** that the fees and disbursements of the Interim Receiver and ~~its~~ the Receiver and those of their counsel, Aird & Berlis LLP, as ~~set~~ out in ~~the Report and~~ the Fee Affidavits, be and are hereby approved, including the Fee Accrual (as defined in the First Report).

~~3. — THIS COURT ORDERS that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands to [NAME OF PARTY]³.~~

6. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make the distributions that are stated at paragraph 58 of the First Report, without further Order of this Court, in full and final satisfaction of all the obligations ranking in priority to the secured indebtedness owing by the Debtor to Canadian Equipment Finance & Leasing Inc.

7. ~~4.~~ **THIS COURT ORDERS** that ~~upon payment of the amounts set out in paragraph 3 hereof [and, upon the Receiver filing a certificate certifying that it has completed the other activities described in the Report]~~ the Discharge Certificate, the Receiver shall be discharged as the Receiver ~~of the undertaking, property and assets~~ of the Debtor, provided however that notwithstanding its discharge herein . Spergel: (a) ~~the Receiver~~ shall remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; (including, without limitation, to assign the Debtor into bankruptcy); and (b) ~~the Receiver~~ shall continue to have the benefit of the provisions of all Orders made in ~~this proceeding~~ these proceedings, including all approvals, protections and stays of proceedings ~~in favour of [RECEIVER'S NAME] in its capacity as~~ favour of the Receiver.

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

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

~~25655650.1~~
9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver, the Receiver and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby

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

respectfully requested to make such orders and to provide such assistance to the Interim Receiver and the Receiver, as officers of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver, the Receiver and their agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing; provided, however, that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

SCHEDULE "A"Court File No. CV-20-00639897-00CLONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LISTCANADIAN EQUIPMENT FINANCE & LEASING INC.Applicant- and -EVELEY INTERNATIONAL CORPORATIONRespondentDISCHARGE CERTIFICATERECITALS

(A) Pursuant to an Order of the Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on April 23, 2020, as amended by His Honour's endorsements made on May 26, 2020, May 28, 2020 and June 4, 2020, msi Spergel inc. ("**Spergel**") was appointed on: (i) April 23, 2020 as interim receiver (in such capacity, the "**Interim Receiver**"), without security, of all of the assets, undertakings and properties of Eveley International Corporation (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor; and (ii) May 26, 2020 as receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor.

(B) Pursuant to an Order of the Court made on June 25, 2020 (the "**IR Discharge Order**"), Spergel was discharged as the Interim Receiver, and, notwithstanding the Interim Receiver's

discharge, the Receiver was granted authority to bring one or more motions on the Interim Receiver's behalf for the purposes of seeking the approval of, amongst other things, the discharge of liability with respect to the Interim Receiver, save and except for any gross negligence of wilful misconduct by the Interim Receiver, and any corresponding ancillary relief.

(C) Pursuant to an Order of the Court made on November 13, 2020 (the "**Discharge Order**"), Spergel was discharged as the Receiver to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge, Spergel: (a) will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of these receivership proceedings (including, without limitation, to assign the Debtor into bankruptcy); and (b) will continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of the Receiver.

(D) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of Receiver, other than the performance of such incidental duties as may be required to complete the administration of these receivership proceedings (including, without limitation, to assign the Debtor into bankruptcy); and

2. this Certificate was filed by the Receiver with the Court on the _____ day of _____, 2020.

MSI SPERGEL INC., solely in its capacity as
the Court-appointed receiver of the Debtor, and
not in its personal capacity

Per: _____
Name: _____
Title: _____

CANADIAN EQUIPMENT FINANCE & LEASING INC. **- and -** **EVELEY INTERNATIONAL CORPORATION**

ApplicantRespondent

Court File No. CV-20-00639897-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

DISCHARGE ORDER

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Barristers and Solicitors
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Email: jnemers@airdberlis.com

Lawyers for the Receiver

Document comparison by Workshare 10.0 on November 3, 2020 5:37:48 PM

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Insertions	126
Deletions	104
Moved from	1
Moved to	1
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Total changes	232

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Court File No. CV-20-00639897-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

**FIRST REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF
EVELEY INTERNATIONAL CORPORATION**

November 3, 2020

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 10. Payroll Deemed Trust Claim
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-

CONFIDENTIAL APPENDICES

1. The Platinum Appraisal
2. Superior LOI
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APPOINTMENT AND BACKGROUND

1. This report (this **"First Report"**) is filed by msi Spergel inc. (**"Spergel"**), in its capacity as the Court-appointed receiver (in such capacity, the **"Receiver"**) of Eveley International Corporation (**"Eveley"** or the **"Company"**).
2. Eveley is a Canadian owned, private corporation in the business of the manufacturing and sale of undercarriage components for vehicles, including trailers to be used in the trucking industry.
3. The Company previously operated out of leased premises located at 665 Arvin Avenue, Stoney Creek, Ontario (the **"Premises"**), the lease of which was terminated by the Landlord, 2565698 Ontario Inc. (the **"Former Landlord"**) prior to the appointment of the Interim Receiver (as defined below).
4. Spergel was initially appointed by the Court as interim receiver (in such capacity, the **"Interim Receiver"**), without security, of all the assets, undertakings and properties of Eveley (the **"Property"**) by Order of The Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) made April 23, 2020 (the **"IR Order"**). Attached as **Appendix "1"** to this First Report is a copy of the IR Order, together with His Honour's accompanying endorsement.
5. The IR Order was granted on the application of one of the Company's secured creditors, Canadian Equipment Finance & Leasing Inc. (the **"Applicant Creditor"**).
6. Pursuant to the IR Order, the Interim Receiver was empowered and authorized, but not obligated, to do certain tasks where the Interim Receiver

considered it necessary or desirable to preserve and protect the Property, including:

- a) pursuant to paragraph 3(a) of the IR Order, to take possession and exercise control over the Property, to occupy the Premises and to negotiate and enter into an occupation agreement with the Former Landlord in respect of the Premises;
 - b) pursuant to paragraph 3(c) of the IR Order, to investigate and prepare a report as to the business and operations of Eveley, including the viability of maintaining Eveley's business as a going concern;
 - c) pursuant to paragraph 3(d) of the IR Order, to use best efforts to take steps to reboot the Company's servers at the Premises and to use best efforts to restart the machinery and equipment used by the Company in its business operations; and
 - d) pursuant to paragraph 3(e) of the IR Order, to use best efforts to, on the Company's behalf, package and ship any of the Company's completed orders.
7. The Interim Receiver issued and filed with the Court its first report dated May 21, 2020 (the "**IR Report**"). A copy of the IR Report will be attached to the Receiver's motion record in which this First Report appears.
8. Pursuant to the IR Order, the Interim Receiver's mandate was to expire on the earliest of:
- a) the taking of possession of the Property by a receiver or a trustee in bankruptcy;
 - b) May 25, 2020; and

- c) further Order of the Court.
9. Pursuant to Endorsements made May 26, 2020, May 28, 2020 and June 4, 2020 and an Order made June 25, 2020 (collectively, the “**Receivership Order**”), Spergel was appointed as the Receiver, and the discharge of the Interim Receiver was confirmed. Attached as **Appendix “2”** is a copy of the Receivership Order.
 10. The Receivership Order further provides that, notwithstanding the Interim Receiver’s discharge, the Receiver is authorized to bring one or more motions on the Interim Receiver’s behalf for the purposes of seeking the approval of:
 - a) the IR Report and the Interim Receiver’s activities therein;
 - b) the fees and disbursements of the Interim Receiver and its counsel;
 - c) the discharge of liability with respect to the Interim Receiver, save and except for any gross negligence of wilful misconduct by the Interim Receiver; and
 - d) any ancillary relief in regards to the foregoing.
 11. Spergel, in its capacities as the Interim Receiver and the Receiver, retained Aird & Berlis LLP as its independent legal counsel.

PURPOSE OF THIS REPORT AND DISCLAIMER

12. The purpose of this First Report is to advise the Court as to the steps taken by the Receiver in these proceedings and to seek Orders from this Court:
 - a) approving the IR Report and the actions of the Interim Receiver described therein;

- b) approving this First Report and the actions of the Receiver described herein, including, without limitation, approving the Receiver's Interim Statement of Receipts and Disbursements as at October 31, 2020 (the "**Interim R&D**");
- c) approving the agreement of purchase and sale between the Receiver, as vendor, and 2771276 Ontario Inc. (the "**Purchaser**"), as purchaser, dated October 20, 2020 (the "**Sale Agreement**"), and authorizing the Receiver to complete the transaction contemplated thereby (the "**Transaction**");
- d) vesting in the Purchaser all the Company's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement) free and clear of any claims and encumbrances;
- e) sealing the Confidential Appendices (as defined herein) to this First Report until closing of the Transaction or further Order of this Court;
- f) authorizing, but not obligating, the Receiver to bankrupt the Company;
- g) approving the fees and disbursements of the Interim Receiver, the Receiver and their counsel, including an accrual for fees and disbursements to be incurred by the Receiver and its counsel to the completion of these proceedings;
- h) authorizing and directing the Receiver to distribute certain funds, as described in this First Report, without further Order of this Court; and
- i) effective upon the filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Company have been completed to the

satisfaction of the Receiver, discharging Spergel as the Receiver and releasing Spergel from any and all liability that Spergel has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Spergel while acting in its capacities as the Interim Receiver and the Receiver.

Disclaimer

13. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for any other purpose.
14. In preparing this First Report, the Receiver has relied upon certain information provided to it by the Company's management, including, without limitation, past financial performance and go-forward financial projections. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
15. All references to dollars in this First Report are in Canadian currency unless otherwise noted.

ACTIONS OF THE RECEIVER

16. Copies of the Receivership Order were provided to the Company by the Applicant Creditor's counsel and by the Receiver. In addition, the Receiver prepared its statutory Notice and Statement of the Receiver in accordance with subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada) ("BIA") and mailed same to all creditors of the Company known to the Receiver.

17. Since the appointment of the Receiver on May 26, 2020, the Receiver dealt with multiple issues, including, without limitation: a) negotiation of an occupation agreement with the Former Landlord; b) evaluation of the Company's business and operations as a going concern; c) selling certain inventory; and d) investigating the collectability of the accounts receivable, all of which is discussed in greater detail below.

Receiver's Occupancy Agreement

18. Attached to the IR Report is a copy of the occupation agreement between the Interim Receiver and the Former Landlord.
19. Following the Receiver's appointment, the Receiver and its counsel negotiated with the Former Landlord and its counsel with respect to the terms and conditions upon which the Receiver would be authorized to occupy the Premises. Such negotiations resulted in the occupancy agreement between the Receiver and the Former Landlord made as of June 4, 2020 (the "**Receiver's Occupancy Agreement**"). Attached as **Appendix "3"** to this First Report is a copy of the Receiver's Occupancy Agreement.
20. In substance, the Receiver's Occupancy Agreement requires the Receiver to pay to the Former Landlord, from and after June 4, 2020, occupation costs consisting of the accrued realty taxes. In addition, the Receiver is required to open separate accounts for utilities and be responsible for payment of such accounts during the Receiver's occupation period.
21. Pursuant to paragraph 21 of the Receivership Order, the Former Landlord was granted a charge on the Property in an amount equal to a monthly occupation rent amount of \$25,000 plus HST calculated on a *per diem* basis from June 4, 2020, to the time when the Receiver ceases occupation of the Premises within the meaning of the Receiver's Occupancy Agreement (the

“Occupation Charge”). The Occupation Charge ranks subordinate to the Interim Receiver’s Charge, the Receiver’s Charge, the Interim Receiver’s Borrowing Charge and the Receiver’s Borrowings Charge (as each term is defined in the IR Order or the Receivership Order, as applicable), but in priority to all the Company’s regular secured creditors.

22. The Receiver has made certain payments against the Occupation Charge in the ordinary course and intends to continue to do so, in full, following the Closing and until the Receiver’s occupation ceases in accordance with the terms and conditions of the Occupation Agreement, which has previously been filed with the Court. The Transaction (discussed later in this First Report) is structured to ensure that sufficient cash proceeds are generated to satisfy the Occupation Charge and all charges ranking in priority thereto.

Inventory

23. The Receivership Order empowers the Receiver to, amongst other things, sell Property without Court approval for any transaction not exceeding \$50,000, provided that the aggregate consideration of all such transactions does not exceed \$200,000.
24. During discussions with the principal of the Company, Dawn Eveley (**“Ms. Eveley”**), the Receiver discovered that the Company had curtailed finished inventory that a customer of the Company was willing to purchase at a price agreed upon prior to the receivership. As such, the Receiver entered into two different transactions with this customer for certain finished inventory and collected a total of \$7,220.00 excluding Harmonized Sales Tax (**“HST”**). The Receiver believes that it was commercially reasonable for the Receiver to enter into these transactions as the Receiver was able to collect full value for this subject inventory, as opposed to liquidation value or scrap value.

Accounts Receivable

25. The Receiver issued demand letters to all customers listed in the books and records of the Company.
26. After receipt of the demand letters, the majority of the customers advised the Receiver that the demanded amounts were either pre-billings for an advance request or were already paid to the Company.
27. Upon further investigation, the Receiver discovered that: (i) the Company operated an account at Bank of Montreal not previously disclosed to the Interim Receiver or the Receiver (the “**BMO Account**”); (ii) during the Interim Receiver’s appointment and the first few days of the Receiver’s appointment, certain accounts receivable were collected by Ms. Eveley in the BMO Account; and (iii) during this same period, Ms. Eveley caused a total of at least \$135,649.34 to be debited from the BMO Account.
28. In response to the above discovery, the Receiver’s counsel wrote to the Company’s counsel demanding repayment of these funds. Attached as **Appendix “4”** to this First Report is a copy of this letter dated October 7, 2020.
29. As at the date of this First Report, the Receiver has collected \$2,998.13 of accounts receivable. The only other accounts receivable outstanding is the receivable from Innovative Trailer Design Industries in the amount of \$145,636.27. The Receiver has written to Innovative Trailer Design Industries (which the Receiver understands is a party related to the Former Landlord) regarding the collection of same.
30. The Purchased Assets in the Sale Agreement include outstanding accounts receivable and the Receiver’s rights in any chose in actions. As agreed with the Purchaser, if the Transaction is approved by this Court, the Receiver

does not anticipate expending any further resources to collect outstanding receivables or funds debited from the BMO Account.

THE TRANSACTION

31. Pursuant to paragraph 3(i) of the Receivership Order, the Receiver is empowered and authorized to market any or all of the Property, including advertising and soliciting offers including *en bloc* offers and liquidation proposals in respect of the Property or any part or parts thereof, and negotiating such conditions of sale or liquidation as the Receiver in its discretion may deem appropriate, provided that such marketing shall include a deadline for third-party purchasers to submit offers on or before July 31, 2020, or such other date as may be agreed by each of the Receiver, the Applicant Creditor and the Former Landlord or as may be determined by further Court Order.
32. On June 29, 2020, following the issuance of the Receivership Order, the Receiver sent invitations to various auctioneers to express interest in the Property. In addition, the Receiver placed an advertisement in the National Post, the Insolvency Insider and the Receiver's website regarding same.
33. Requests for expressions of interest were sent to 37 parties. The Receiver required all interested parties to sign confidentiality agreements prior to being provided with a copy of the asset listing. Twenty interested parties signed confidentiality agreements and obtained the information related to the Property. The Receiver received 13 written letters of intent ("**LOI**") by the bid deadline of July 31, 2020, eleven of which were for *en bloc* purchase and the remaining two being for specific pieces of equipment.
34. The Receiver also sought and obtained an appraisal of the equipment from Platinum Asset Services Inc. (the "**Platinum Appraisal**"). Attached as **Confidential Appendix "1"** to this First Report is a copy of the Platinum

Appraisal.

35. After reviewing the LOIs, the Receiver determined that the joint offer from the Applicant Creditor and Canadian Western Bank (“**CWB**”) (the “**Superior LOI**”) would net the highest realization and be the most appropriate transaction for the benefit of the stakeholders, as the Receiver: (i) would not be required to expend resources to manage an auction process; and (ii) would be assured of the purchase price, rather than having to rely on a percentage of the auction sales to determine the recovery. The Superior LOI is also in excess of the forced liquidation value amount expressed in the Platinum Appraisal.
36. The Superior LOI represents a combined “cash” and “credit” bid. Attached as **Confidential Appendix “2”** to this First Report is a copy of the Superior LOI. A copy of the Receiver’s bid summary (the “**Bid Summary**”) is attached as **Confidential Appendix “3”** to this First Report.
37. The negotiations undertaken to arrive at the Sale Agreement were lengthy, but they eventually resulted in the execution of the Sale Agreement. At a high level, the Sale Agreement contemplates an assignment of certain debt and security from the Applicant Creditor and CWB to the Purchaser, thereby permitting the “credit” bid component contemplated by the Superior LOI.
38. A redacted copy of the Sale Agreement is attached as **Appendix “5”** to this First Agreement. An unredacted copy of the Sale Agreement is attached as **Confidential Appendix “4”** to this First Report (collectively with Confidential Appendices 1, 2 and 3, the “**Confidential Appendices**”).
39. The Sale Agreement is subject to certain conditions, including, without limitation, this Court approving the Transaction and authorizing the Receiver to assign the Company into bankruptcy. In regards to this last point, section 10.2(a) of the Sale Agreement provides, amongst other

things, that the Receiver will assign the Company into bankruptcy if the Purchaser so elects after completing its review of certain categories of amounts that may be owing to Canada Revenue Agency (“**CRA**”) in the absence of a bankruptcy.

40. The Sale Agreement is drafted to provide sufficient cash to discharge any prior-ranking charges to the security being bid by the Purchaser.
41. The Receiver is seeking a sealing order in respect of the Confidential Appendices as they each contain commercially-sensitive information, the release of which prior to the closing of the Transaction would be prejudicial to the stakeholders of the Company should the Transaction not close.

WAGE EARNER PROTECTION PROGRAM ACT (“WEPPA”)

42. The Receiver has mailed Wage Earner Protection Program notifications, including schedules of amounts payable, to all eligible employees of the Company. The Receiver estimates that the amounts owed to employees, which would provide an employee with security for payment pursuant to sections 81.3 or 81.4 of the BIA, total \$29,312.04.

IDENTIFIED SECURITY INTERESTS

43. The Company is indebted to and has provided security in favour of the Applicant Creditor and CWB, being the parties that are to assign sufficient secured debt and security to the Purchaser prior to the closing of the Transaction, as discussed above. The Receiver has obtained independent legal opinions from its counsel confirming the validity and enforceability of such security (the “**Identified Security**”), subject to the usual assumptions and qualifications in opinions of such nature.

44. In substance, and as described in and appended to the Applicant Creditor's application record in these proceedings, the Identified Security includes a general security agreement in favour of the Applicant Creditor and collateral-specific security agreements in favour of CWB.
45. The Receiver also understands that the Company, the Applicant Creditor and the Former Landlord entered into an intercreditor agreement dated March 4, 2019 (the "**Intercreditor Agreement**"), pursuant to which, amongst other things, the parties agreed that the security in favour of the Applicant Creditor ranks in priority to the security in favour of the Former Landlord (save and except for the subsequently-Ordered Occupation Charge, which, as described above, will be satisfied from the Transaction). A copy of the Intercreditor Agreement is also appended to the Applicant Creditor's application record in these proceedings. The Receiver also understands that the Former Landlord's security registration under the PPSA was discharged on October 30, 2020.
46. Other than cash amounts to satisfy obligations in priority to the Identified Security, the balance of the purchase price under the Transaction is to be satisfied by the annulment of portions of the secured debt under the Identified Security, such that no cash amounts will otherwise be available for distribution to the Debtor's subordinate creditors.

FEES AND DISBURSEMENTS OF THE INTERIM RECEIVER, THE RECEIVER AND THEIR COUNSEL

47. Attached as **Appendix "6"** to this First Report is the Affidavit of Mukul Manchanda sworn November 3, 2020, which incorporates by reference:
 - a) a copy of the Interim Receiver's time dockets pertaining to the interim receivership, for the period to and including May 25, 2020 in the amount of \$53,987.16, inclusive of disbursements and HST. This represents a

total of 115.55 hours at an average rate of \$413.47 per hour; and

- b) a copy of the Receiver's time dockets pertaining to the receivership, for the period from May 26, 2020 to and including October 31, 2020 in the amount of \$128,662.86, inclusive of disbursements and HST. This represents a total of 317.15 hours at an average rate of \$358.92 per hour.
48. Pursuant to Rule 79 of the BIA, on June 15, 2020, the Interim Receiver provided the Notice of Application for Taxation and Discharge of the Interim Receiver to the service list. No objection was filed within 30 days of the mailing of the Notice. Attached as **Appendix "7"** to this First Report is a copy of this notice.
49. Attached hereto as **Appendix "8"** to this First Report is the Affidavit of Damian Lu, sworn November 2, 2020, which incorporates by reference:
- a) a copy of the accounts rendered by the Interim Receiver's counsel to the Interim Receiver for the period to and including May 25, 2020 in the amount of \$33,951.31, inclusive of disbursements and HST; and
 - b) a copy of the accounts rendered by the Receiver's counsel to the Receiver for the period from May 26, 2020 to and including October 27, 2020 in the amount of \$92,261.77, inclusive of disbursements and HST.
50. The Interim Receiver and the Receiver, as applicable, have reviewed the accounts of their counsel and are of the view that all the work set out in these accounts was carried out and was necessary, that the hourly rates of the lawyers who worked on this matter were reasonable in light of the services required and that the services were carried out by lawyers with the appropriate level of experience.

51. The Receiver and its counsel also seek approval for a collective fee accrual to the conclusion of the receivership in the amount of \$33,423.15 (the “**Fee Accrual**”). The Receiver believes that the Fee Accrual will be required to complete the Receiver’s mandate, and the Purchaser has agreed to such Fee Accrual in the Sale Agreement.

RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

52. Attached as **Appendix “9”** to this First Report is a copy of the Receiver’s Interim Statement of Receipts and Disbursements as at October 31, 2020 (the “**Interim R&D**”).

RECEIVER’S CERTIFICATES

53. Pursuant to paragraph 20 of the Receivership Order, the Receiver borrowed monies from the Applicant Creditor in the principal amount of \$277,190.24 (the “**Borrowings**”) to fund its activities in these proceedings. The Sale Agreement provides for the cancellation of the Borrowings as part of the Transaction’s purchase price.

PROPOSED DISTRIBUTIONS TO THE RECEIVER GENERAL

54. CRA conducted a trust exam of the Company’s payroll account and filed a deemed trust claim in the amount of \$35,698.72 (the “**Payroll Deemed Trust Claim**”) and an unsecured claim in the amount of \$152,781.51. Attached as **Appendix “10”** to this First Report is a copy of the Payroll Deemed Trust Claim.
55. CRA also conducted a trust exam of the Company’s HST account and filed a deemed trust claim in the amount of \$20,583.69 (“**HST Deemed Trust Claim**”) and an unsecured claim in the amount of \$659.84. Attached as **Appendix “11”** to this First Report is a copy of the HST Deemed Trust

Claim. The Receiver notes that in the event the Company is assigned into bankruptcy the HST Deemed Trust Claim will also be converted to an unsecured claim.

56. The Sale Agreement provides for sufficient cash payments to satisfy the Payroll Deemed Trust Claim and the HST Deemed Trust Claim.
57. As indicated above, the Receiver mailed WEPPA notifications to all eligible employees of the Company. The Receiver has yet to receive a statement from Employment and Social Development Canada with respect to amounts outstanding with security for payment attaching to current assets pursuant to subsection 81.4(4) of the BIA. However, the Receiver notes it realized \$10,218.13 from the current assets of the Company. . Accordingly, the amount subject to the subsection 81.4(4) priority would be the lesser of \$10,218.13 and the amount reflected on the statement from Employment and Social Development Canada (the lesser of such two amounts being the **“WEPPA Priority Amount”**).
58. Therefore, in addition to the payment of the fees and disbursements of the Receiver and its counsel (including the Fee Accrual), and payment to the Former Landlord on account of the Occupation Charge, the Receiver recommends that it also be authorized and directed to distribute:
 - a. \$35,698.72 to the Receiver General in respect of the Payroll Deemed Trust Claim in the event such amount remains outstanding after the Purchaser, on behalf of the Company, files the Scientific Research & Experimental Development Tax Credits;
 - b. \$20,583.69 to the Receiver General in respect of the HST Deemed Trust Claim in the event such amount remains outstanding after the Purchaser, on behalf of the Company, files the Scientific Research

& Experimental Development Tax Credits and the Company is not assigned into bankruptcy; and

- c. the WEPPA Priority Amount to the Receiver General in respect of the priority claim pursuant to subsection 81.4(4) of the BIA.

DISCHARGE OF THE RECEIVER

59. Subsequent to the date of this First Report, and prior to the Receiver's discharge, the Receiver proposes to attend to the following:

- a. closing of the Transaction, including closing accounts with utility providers;
- b. vacating the Premises;
- c. satisfying all Court-ordered charges and making the distributions identified above;
- d. other residual and/or administrative matters in connection with Spergel's appointment as the Receiver; and
- e. filing of the Receiver's certificate of discharge.


RECOMMENDATIONS

60. The Receiver respectfully requests that this Honourable Court grant the relief sought in this First Report.

Dated at Toronto this 3rd day of November, 2020

msi Spergel inc.,
solely in its capacity as Court-appointed
Receiver of Eveley International
Corporation, and not in its personal or
corporate capacity

Per:

A handwritten signature in black ink, appearing to read "Philip Gennis", written over a horizontal line.

Philip H. Gennis, JD, CIRP, LIT
Senior Principal

42240543.2

APPENDIX 1

Court File No. CV-20-00639897-00CL

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

THE HONOURABLE MR.

)

THURSDAY, THE 23RD

JUSTICE MCEWEN

)

DAY OF APRIL, 2020

)

B E T W E E N:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

APPLICATION UNDER subsection 47(1) of the *Bankruptcy and Insolvency Act*

**ORDER
(appointing Interim Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to subsection 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") appointing *msi Spergel inc.* as interim receiver (in such capacity, the "**Interim Receiver**") without security, of all of the assets, undertakings and properties of *Eveley International Corporation* (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day via videoconference.

ON READING the affidavits of Brent Keenan and Dawn Eveley sworn April 22, 2020 and the exhibits thereto and on hearing the submissions of counsel for the Applicant, the Debtor, 2565698 Ontario Inc. ("**256**") and the Interim Receiver, no one appearing for any other party on the service list although duly served as appears from the affidavit of service of Brendan Bissell

sworn April 23, 2020 and on reading the consent of msi Spergel inc. to act as the Interim Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to subsection 47(1) of the BIA, msi Spergel inc. is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**") until the earlier of:

- (a) the taking of possession by a receiver, within the meaning of subsection 243(2) of the BIA, of the Property;
- (b) the taking of possession by a trustee in bankruptcy of the Property;
- (c) May 25, 2020; and
- (d) further order of this Court.

INTERIM RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property and to occupy the premises municipally known as 665 Arvin

Avenue in Stoney Creek, Ontario (the “**Arvin Premises**”) subject to payment of occupation costs on a per diem basis, payable bi-weekly and based on a monthly cost of rent and additional rent calculated in accordance with the terms of the terminated lease between the Debtor and 256, and subject to the terms of an occupation agreement to be mutually agreed upon between the Interim Receiver and 256;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to investigate and prepare a report as to the business and operations of the Debtor, including the viability of maintaining the Debtor’s business as a going concern, which report shall be filed by the Interim Receiver as soon as reasonably possible and by no later than May 21, 2020;
- (d) to use best efforts to take steps to reboot the Debtor’s servers at the Arvin Premises and to use best efforts to restart the machinery and equipment owned by the Debtor and located at the Arvin Premises, for which the Interim Receiver shall incur no liability or obligation save and except for any gross negligence or willful misconduct on its part;
- (e) to use best efforts to, on the Debtor’s behalf, package and ship any of the Debtor’s completed customer orders, for which the Interim Receiver shall incur no liability or obligation save and except for any gross negligence or willful misconduct on its part;
- (f) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (h) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable; and
- (i) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

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

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

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

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE INTERIM RECEIVER

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

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized

banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

15. THIS COURT ORDERS that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

16. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge

(the "**Interim Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE INTERIM RECEIVERSHIP

19. THIS COURT ORDERS that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

23. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/> shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL www.spergelcorporate.ca .

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

business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

26. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor.

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

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

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

30. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other


- 12 -

party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

APR 24 2020

PER / PAR: 

SCHEDULE "A"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., in its capacity as the interim receiver (in such capacity, the "**Interim Receiver**") of the assets, undertakings and properties of Eveley International Corporation (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 23rd day of April, 2020 (the "**Order**") made in an application having Court file number CV-20-00639897-00CL has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

msi Spergel inc, solely in its capacity
as Interim Receiver of the Property, and
not in its personal capacity

Per: _____

Name:

Title:

Court File No. CV-20-00639897-00CL

CANADIAN EQUIPMENT FINANCE & LEASING INC.
Applicant

- and -

EVELEY INTERNATIONAL CORPORATION
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

ORDER
(appointing interim receiver)

GOLDMAN SLOAN NASH & HABER LLP
Barristers & Solicitors
480 University Avenue, Suite 1600
Toronto, Ontario
M5G 1V2

R. Brendan Bissell [LSO No. 40354V]
Email: bissell@gsnh.com
Tel: (416) 597-6489
Fax: (416) 597-3370

Lawyers for the Applicant,
Canadian Equipment Finance & Leasing Inc.

Court File Number: CV-20-00639897-0001Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Canadian Equipment Financing & Leasing Inc
Plaintiff(s)

AND

Eveley International Corporation
Defendant(s)Case Management ☐ Yes ☐ No by Judge: _____

Counsel	Telephone No:	Facsimile No:
(as per counsel's email attached)		

- ☐ Order ☐ Direction for Registrar (No formal order need be taken out)
- ☐ Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
- ☐ Adjourned to: _____
- ☐ Time Table approved (as follows): _____

I heard this motion to adjudge via video conference in accordance with the Notice to the Profession and Commercial List Advisory created in light of the COVID-19 crisis.

Materials were forwarded to me via email.

At the outset the parties indicated that they were hopeful they could resolve the matter. They proved discussions.

23 April 20

Date

McE...

Judge's Signature

☒ Additional Pages one

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsement Continued

Amongst themselves and agreed on a settlement as set out in the draft order.

I have reviewed the terms of the draft order with counsel. They are fair and reasonable in the circumstances of this case.

The order shall go on consent, as per the draft filed and signed. The order is effective from today's date regardless of whether or not it is entered.

The Commercial List office will email a copy of this endorsement and the signed order to the parties.

McE...

McEwen, Mr. Justice Thomas John (SCJ)

From: Brendan Bissell <bissell@gsnh.com>
Sent: April 23, 2020 3:50 PM
To: McEwen, Mr. Justice Thomas John (SCJ); JUS-G-MAG-CSD-Toronto-SCJ Commercial List
Cc: Harvey G. Chaiton; iaversa@airdberlis.com; Gustavo F. Camelino (gcamelino@clegal.ca)
Subject: RE: Canadian Equipment Finance & Leasing Inc. v. Eveley International Corporation - Court File No. CV-20-00639897-00CL
Attachments: draft order v.5.doc

Your Honour: Attached is the final form of Order in this matter, as directed. The only change is to refer to the affidavit of service that will be filed.

The persons who appeared in the hearings in this matter today and their capacities are as follows:

Brendan Bissell, for the Applicant, Canadian Equipment Finance & Leasing Inc.
 Gustavo Camelino, for the Respondent, Eveley International Corporation
 Harvey Chaiton, for 2565698 Ontario Inc. (via telephone at the 3:30pm resumption of the hearing)
 Philip Gennis, msi Spergel inc. as proposed interim receiver
 Ian Aversa, for the proposed interim receiver

If there is anything else we can do to assist, please advise. If not, thank you very much.

Yours truly,

R. Brendan Bissell



Suite 1600 | 480 University Avenue | Toronto ON | M5G 1V2

Direct 416 597 6489 | Fax 416 597 3370 | Mobile: 416 992 4979 | www.gsnh.com

Assistant | Kamalika Barua | 416 597 9922 ext. 164 | barua@gsnh.com

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From: Brendan Bissell
Sent: Thursday, April 23, 2020 3:00 PM
To: McEwen, Mr. Justice Thomas John (SCJ) <ThomasJohn.McEwen@scj-csj.ca>; JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>
Cc: Harvey G. Chaiton <harvey@chaitons.com>; iaversa@airdberlis.com; Gustavo F. Camelino (gcamelino@clegal.ca) <gcamelino@clegal.ca>
Subject: RE: Canadian Equipment Finance & Leasing Inc. v. Eveley International Corporation - Court File No. CV-20-00639897-00CL

APPENDIX 2

Court File Number: CV-20-0063989¹⁰³-00CL

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Canadian Equipment Finance and Leasing Inc.
Plaintiff(s)

AND

Eveley International Corporation
Defendant(s)

Case Management ☐ Yes ☒ No by Judge: _____

Counsel	Telephone No:	Facsimile No:
(see counsel slip attached)		

- ☐ Order ☐ Direction for Registrar (No formal order need be taken out)
☐ Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
☐ Adjourned to: _____
☐ Time Table approved (as follows): _____

An order shall go as per the
endorsement attached hereto as Schedule
A.

The order is effective from today's
date without the need for entry
and filing

26 May 20

Date

McEwen

Judge's Signature

☐ Additional Pages _____

Re Eveley International Corporation - Court File No. CV-20-00639897-00CL

The motion for appointment of msi Spergel Inc. as Receiver of Eveley International Corporation is granted. The terms of the appointment order shall be determined at a further Zoom hearing to be held at 9:00am on Thursday May 28, 2020. Until that time, the terms of the appointment of the Interim Receiver in the Order of April 23, 2020 shall continue in the receivership with necessary modifications.

TM

RE: Eveley International Corporation - Court File No. CV-20-00639897-00CL

May 26, 2020

Counsel slip

R. Brendan Bissell, for the applicant

Harvey Chaiton, for 2565698 Ontario Inc.

Ian Aversa and Jeremy Nemers, for msi Spergel Inc. as interim receiver

Mukuk Manchanda, of msi Spergel Inc. as interim receiver

Gus Camelino, for Eveley International Corporation

The emails for those attending are as follows:

bissell@gsnh.com; harvey@chaitons.com; iaversa@airdberlis.com; jnemers@airdberlis.com;
mmanchanda@spergel.ca; gcamelino@cglegal.ca

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion, and the number of people aged 65 and over is expected to increase from 0.2 billion to 0.5 billion.

These changes in the population structure of the world are expected to have a significant impact on the global economy. The increase in the number of young people will lead to a larger labor force, which will increase the demand for goods and services. This will lead to economic growth and development. However, the increase in the number of young people will also lead to a larger population, which will increase the demand for resources and the environment. This will lead to environmental degradation and climate change. The increase in the number of people aged 65 and over will lead to a larger population of people who are dependent on others for support. This will lead to a larger demand for social services and healthcare.

The changes in the population structure of the world are expected to have a significant impact on the global economy. The increase in the number of young people will lead to a larger labor force, which will increase the demand for goods and services. This will lead to economic growth and development. However, the increase in the number of young people will also lead to a larger population, which will increase the demand for resources and the environment. This will lead to environmental degradation and climate change. The increase in the number of people aged 65 and over will lead to a larger population of people who are dependent on others for support. This will lead to a larger demand for social services and healthcare.

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Court File Number: CV-20-006398¹⁰⁷-00CL

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Re: Eveley International Corporation
Plaintiff(s)

AND

Defendant(s)

Case Management ☐ Yes ☒ No by Judge: _____

Counsel	Telephone No:	Facsimile No:
(see counsel slip attached)		

- ☐ Order ☐ Direction for Registrar (No formal order need be taken out)
☐ Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

- ☐ Adjourned to: _____
☐ Time Table approved (as follows): _____

I conducted another case conference in this matter via zoom in accordance with the Notice to the Profession. A copy of this endorsement will be provided to the parties by email via the C.A. office. The attached endorsement shall go on consent as per schedule A attached. The matter will return before me on June 4/20 @ 9:30 am via zoom.

28 May 20

Date

McIntosh

Judge's Signature

☐ Additional Pages _____

TM Schedule A TM

Re Eveley International Corporation - Court File No. CV-20-00639897-00CL

The balance of the motion initially returnable on May 26, 2020 and adjourned to today is adjourned to Thursday June 4, 2020 at 9:30am via Zoom videoconference to either agree upon a consent order or to set a timetable for a motion on the merits. Pending the June 4 hearing, the Receiver is authorized to, and shall forthwith commence work to develop its proposed marketing and sales process.

TM

RE: Eveley International Corporation - Court File No. CV-20-00639897-00CL

May 28, 2020

Counsel slip

R. Brendan Bissell, for the applicant

Harvey Chaiton, for 2565698 Ontario Inc.

Ian Aversa, for msi Spergel Inc. as interim receiver

Mukuk Manchanda, of msi Spergel Inc. as interim receiver

Gus Camelino, for Eveley International Corporation

The emails for those attending are as follows:

bissell@gsnh.com; harvey@chaitons.com; iaversa@airdberlis.com; mmanchanda@spergel.ca;
gcamelino@cglegal.ca

Court File Number: CV-20-00639897-0001

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Re: Eveley International Corporation

Plaintiff(s)

AND

Defendant(s)

Case Management ☐ Yes ☒ No by Judge: _____

Counsel	Telephone No:	Facsimile No:
(see attached)		

- ☐ Order ☐ Direction for Registrar (No formal order need be taken out)
☐ Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

- ☐ Adjourned to: _____
☐ Time Table approved (as follows): _____

I conducted a case conference in this matter via zoom today in accordance with the Notice to the Profession.

A copy of this endorsement will be provided to the parties via the CL. Other
A motion date was set for June 24/20
In the interim the parties agreed to the endorsement attached as Schedule A, which I have approved.

4 June 20

Date

Me [Signature]

Judge's Signature

☐ Additional Pages _____

Re Eveley International Corporation - Court File No. CV-20-00639897-00CL

The terms of the appointment of msi Spergel inc. ("**Spergel**") as Receiver of Eveley International Corporation (the "**Debtor**") were adjourned to today's hearing.

The Applicant advises that it is not prepared to agree to continue to fund the Receiver for occupation rent and other amounts requested by 2565698 Ontario Inc. ("**256**") as the owner of the premises in which the Debtor formerly carried on business.

The Applicant wishes to remove its collateral from the premises. 256 objects and asserts that the applicant requires leave of the court and, in any event, as a subordinate secured creditor, 256 is entitled to redeem the Applicant's security. Argument on these and any other issues raised by 256 will be dealt with by motion returnable on June 24, 2020 at 10:00am via Zoom videoconference to be arranged by counsel for the Applicant (the "**June 24 Hearing**").

Pending the June 24 Hearing, the appointment of msi Spergel inc. as Receiver of the Debtor shall continue pursuant to the terms of the appointment of Spergel as the Interim Receiver pursuant to the Order issued on April 23, 2020, with the necessary modifications, and as further modified by the following terms:

1. the Receiver's borrowing limit shall be increased from \$100,000 to \$200,000 to fund certain expenses of the Receiver and a portion of the professional fees of the Receiver and its counsel;
2. the Receiver's request to increase the Receiver's borrowing limit by a further amount of \$100,000 is adjourned pending determination of the issues to be decided on the June 24 Hearing, which will clarify the extent, if any, of further involvement of the Receiver;
3. the requirement for the Receiver to prepare a report as to the business and operations of the Debtor referred to at paragraph 3(c) of the Order issued on April 23, 2020 shall cease;
4. pending the June 24 Hearing, the Receiver shall develop, but not implement, a marketing and sale process, such that one is ready for presentation to the parties by June 17, and to the Court, if necessary, after the determination of the June 24 Hearing; and
5. the Receiver will continue to make payments for occupation costs to 256 between today's date and June 24, 2020 but this will be without prejudice to any arguments by the Applicant that such payments are not required after today's date and any such payments should be returned by 256 in whole or part.

TM

RE: Eveley International Corporation - Court File No. CV-20-00639897-00CL

June 4, 2020

Counsel slip

R. Brendan Bissell, for the applicant

Harvey Chaiton, for 2565698 Ontario Inc.

Ian Aversa, for msi Spergel Inc. as interim receiver

Gus Camelino, for Eveley International Corporation

The emails for those attending are as follows:

bissell@gsnh.com; harvey@chaitons.com; iaversa@airdberlis.com; gcamelino@clegal.ca

Court File No. CV-20-00639897-00CL

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

THE HONOURABLE MR.

)

THURSDAY, THE 25TH

JUSTICE MCEWEN

)

DAY OF JUNE, 2020

)

B E T W E E N:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

APPLICATION UNDER subsection 47(1) of the *Bankruptcy and Insolvency Act*

**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. as receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of Eveley International Corporation (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day in writing.

ON READING the first report of msi Spergel inc. in its capacity as the court-appointed interim receiver of the Debtor (in such capacity, the "**Interim Receiver**") dated May 21, 2020 (the "**First Report**") and on being advised of the consent of the Applicant ("**CEFL**") and Canadian Western Bank ("**CWB**"), the Debtor, 2565698 Ontario Inc. ("**256**") and the Interim

Receiver and that the Debtor does not oppose this motion, no one appearing for any other party on the service list although duly served as appears from the affidavit of service of Brendan Bissell sworn May 25, 2020 and on reading the consent of msi Spergel inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, msi Spergel inc. is hereby appointed Receiver as of June 24, 2020 *nunc pro tunc*, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property and to occupy the premises municipally known as 665 Arvin Avenue in Stoney Creek, Ontario (the "**Arvin Premises**") subject to the terms of an occupation agreement between the Receiver and 256 as filed with the Court (the "**Occupation Agreement**");
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes,

the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to use best efforts to, on the Debtor's behalf, package and ship any of the Debtor's completed customer orders, for which the Receiver shall incur no liability or obligation save and except for any gross negligence or willful misconduct on its part;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (f) to settle, extend or compromise any indebtedness owing to the Debtor;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (i) to market any or all of the Property, including advertising and soliciting offers including *en bloc* offers and liquidation proposals in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale or liquidation as the Receiver in its discretion may deem appropriate, provided that such marketing shall include a deadline for third party purchasers to submit offers on or before July 31, 2020, or such other date as may be agreed by each of the Receiver, the Applicant and 2565698 Ontario Inc. or as may be determined by further Court Order;
- (j) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required;
- (k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate, including CEFL, CWB and 256 on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable; and

- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to

whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations

under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property *pari passu* with the Interim Receiver's Charge (as defined in the Order of The Honourable Mr. Justice McEwen made April 23, 2020 (the "**IR Appointment Order**")) and in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$350,000.00 (or such greater amount as this Court may by further Order authorize) at any time,

at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, *pari passu* with the Interim Receiver's Borrowings Charge (as defined in the IR Appointment Order) and in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that 256 be and hereby is granted a charge on the Property in an amount equal to a monthly occupancy rent amount of \$25,000.00 plus HST calculated on a *per diem* basis from June 4, 2020 to the time when the Receiver ceases occupation of the Arvin Premises within the meaning of the Occupation Agreement (the "**Occupation Charge**"). The Occupation Charge shall rank subordinate to the Interim Receiver's Charge, the Receiver's Charge, the Interim Receiver's Borrowings Charge and the Receiver's Borrowing Charge, but in priority to all secured creditors including CEFL and CWB.

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

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

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL www.spergelcorporate.ca.

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

GENERAL

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

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. THIS COURT CONFIRMS the discharge of the Interim Receiver over those undertakings, properties and assets of the Debtor over which it was appointed in the IR Appointment Order, provided however that notwithstanding its discharge herein the Interim

Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections, priority charges and stays of proceedings in favour of the Interim Receiver.

30. THIS COURT ORDERS that, for greater certainty, and notwithstanding the Interim Receiver's discharge, the Receiver be and is hereby authorized to bring one or more motions on the Interim Receiver's behalf for the purposes of seeking approval of: (i) the First Report and the Interim Receiver's activities therein; (ii) the fees and disbursements of the Interim Receiver and its counsel in accordance with paragraph 17 of the IR Appointment Order; (iii) the discharge of liability with respect to the Interim Receiver, save and except for any gross negligence or wilful misconduct by the Interim Receiver; and (iv) any ancillary relief in regards to (i), (ii) or (iii)

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

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

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

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

35. THIS COURT ORDERS that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure*, this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing; provided, however, that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

McE T.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., in its capacity as the receiver (in such capacity, the "**Receiver**") of the assets, undertakings and properties of Eveley International Corporation (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 4th day of June, 2020 (the "**Order**") made in a motion having Court file number CV-20-00639897-00CL has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

msi Spergel inc., solely in its capacity
as Receiver of the Property, and not in
its personal capacity

Per: _____

Name:

Title:

Court File No. CV-20-00639897-00CL

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

26 June 20

Order to go as per draft filed and signed. Creditors and Receiver consent.

Debtor does not oppose.

The terms of the Order are fair and reasonable.



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

**ORDER
(appointing Receiver)**

GOLDMAN SLOAN NASH & HABER LLP

Barristers & Solicitors

480 University Avenue, Suite 1600

Toronto, Ontario

M5G 1V2

R. Brendan Bissell [LSO No. 40354V]Email: bissell@gsnh.com

Tel: (416) 597-6489

Fax: (416) 597-3370

Lawyers for the Applicant,

Canadian Equipment Finance & Leasing Inc.

APPENDIX 3

THIS AGREEMENT made as of the 4th day of June, 2020 (this “**Agreement**”).

B E T W E E N:

msi Spergel inc., solely in its capacity as the court-appointed receiver of all the assets, undertakings and properties of Eveley International Corporation, and not in any personal or corporate capacity

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

OF THE FIRST PART

- and -

2565698 Ontario Inc.

(hereafter referred to as “**256**”)

OF THE SECOND PART

WHEREAS:

- A. 256 is the owner of the premises municipally known as 665 Arvin Avenue in Stoney Creek, Ontario (the “**Premises**”);
- B. msi Spergel inc. (“**Spergel**”) was appointed as the interim receiver (in such capacity, the “**Interim Receiver**”) of all the assets, undertakings and properties of Eveley International Corporation (collectively, the “**Property**”) pursuant to the Order of The Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on April 23, 2020 (the “**IR Appointment Order**”);
- C. amongst other things, the IR Appointment Order expressly empowered and authorized the Interim Receiver to occupy the Premises upon the payment to 256 of occupation costs on a per diem basis, payable bi-weekly, subject to the terms of an occupation agreement to be mutually agreed upon between the Interim Receiver and 256 (the “**IR Occupation Agreement**”);
- D. the Interim Receiver and 256 entered into the IR Occupation Agreement on or about April 24, 2020;
- E. on May 26, 2020, Spergel was appointed as the Receiver: (i) upon terms to be determined at a hearing scheduled to be held on May 28, 2020; and (ii) in the interim, upon the terms of the IR Appointment Order, with the necessary modifications, pursuant to the Endorsement of The Honourable Mr. Justice McEwen of the Court made on May 26, 2020;
- F. on May 28, 2020, the hearing to determine the terms of the appointment of Spergel as Receiver was adjourned to June 4, 2020 to either: (i) agree upon a consent order; or (ii)

set a timetable for a motion on the merits, pursuant to the Endorsement of The Honourable Mr. Justice McEwen of the Court made on May 28, 2020;

- G. on June 4, 2020, the hearing to determine the terms of the appointment of Spergel as Receiver was adjourned to June 24, 2020 to adjudicate a dispute between 256 and Canadian Equipment Finance & Leasing Inc. ("CEFL") as applicant in the court proceedings regarding the terms of occupation of the Premises, whether CEFL was entitled to remove its collateral from the Premises, and whether 256 has the right to redeem the loan and security held by CEFL over the Property;
- H. CEFL and 256 have resolved their dispute on terms that 256 may, if able do so, redeem the loan and security held by both CEFL and Canadian Western Bank ("CWB") over the Property, and that the Receiver may occupy the Premises from and after June 4, 2020 on the terms set out in the Appointment Order dated June [24], 2020 and in this Agreement;
- I. amongst other things, the Appointment Order expressly empowers and authorizes the Receiver to occupy the Premises upon the payment to 256 of occupation costs on a per diem basis, payable bi-weekly, subject to the terms of this Agreement; and
- J. the Receiver and 256 have agreed to enter into this Agreement to set forth the terms upon which the Receiver shall occupy the Premises.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties does hereby covenant and agree as follows:

OCCUPATION AND USE OF PREMISES

1. Notwithstanding the terms of any lease agreement between Eveley International Corporation (the "**Debtor**") and 256, including, without limitation, the industrial building lease agreement between the Debtor and 256 dated January 2, 2019, and notwithstanding the terms of the IR Occupation Agreement, the Receiver's obligations during its occupation of the Premises shall solely be governed by the terms set out in this Agreement. For greater certainty, and without limiting the generality of the foregoing, 256 hereby agrees that the Receiver shall not be bound to perform any of the terms, covenants or obligations of the Debtor under any lease agreement that existed between the Debtor and 256.

2. Subject to the terms and conditions of this Agreement, 256 hereby covenants and agrees to provide the Receiver and its agents and representatives with uninterrupted occupation and access to the Premises from the date hereof to and including: (A) November 30, 2020, on the condition that: (i) the Receiver will occupy the Premises and pay the Occupation Costs (as defined in this Agreement) all in accordance with the terms of this Agreement until at least August 31, 2020; unless a purchase of all or substantially all of the Property is approved by the Court and closes before August 31, 2020 and such purchaser enters into a new lease for the Premises to take effect before that time, and (ii) the Receiver shall have the option, in its sole discretion, to extend the occupation until December 31, 2020 by providing notice, in writing, to the Landlord of its intention to excise this option on or before August 31, 2020 and by continuing

to pay the Occupation Costs until such time as the Receiver vacates the Premises; or (B) such other date as may be mutually agreed in writing between the Receiver and 256; provided, however, that subject to the terms of this paragraph, the Receiver may, in its sole discretion, on seven business days' notice to 256, cease occupying the Premises on a date of the Receiver's choosing after August 31, 2020 (the period from the date hereof to the date on which the Receiver vacates the Premises being the "**Occupation Period**"). For greater clarity, the Receiver agrees that 256 is entitled to have reasonable access to the Premises, during regular business hours and on reasonable notice to the Receiver, for the purpose of showing the Premises to prospective tenants or prospective purchasers of the Premises. The Receiver shall have no responsibility whatsoever in respect of the Premises, including, without limitation, occupation costs, in respect of any period falling outside the Occupation Period.

3. The Receiver agrees that it will occupy the Premises on an "as is, where is" basis and shall use, keep, maintain and ultimately return the Premises occupied by it pursuant to this Agreement in no worse condition than it was in at the beginning of the Occupation Period, reasonable wear and tear excepted. Should the Receiver remove, permit the removal of or arrange for the removal of, any of the Debtor's machinery or equipment from the Premises, the Receiver shall then also arrange for all electrical, gas and compressor lines that are cut in the course of such removal to be properly capped, for any damage (excluding any holes in the ground that are to be filled with gravel and concrete finished with any protruding bolts to be sheared) caused by such removal to be repaired and for such space at the Premises to be left in a clean and broom-swept condition. For purposes of recording the condition of the Property, the Receiver and 256 shall perform a joint inspection at the beginning and at the termination of this Agreement. Should there be any Property (as defined in the Appointment Order) in the Premises at the end of the Occupation Period, the Receiver shall be under no obligation to remove such Property from the Premises at the end of the Occupation Period, in which case all of the right, title and interest of the Receiver and of the Debtor in such Property shall be quit claimed and assigned to 256. The Receiver also agrees that it will maintain or cause to be maintained liability insurance and property damage insurance relating to any Property that may be located on Premises, in an amount and with coverage acceptable to 256, acting reasonably, and that such insurance shall name 256 as an additional loss payee.

OCCUPATION COSTS

4. The Receiver shall pay to 256 occupation costs consisting of the accrued realty taxes for the period in question commencing June 4, 2020 (the "**Occupation Costs**"). Written evidence satisfactory to the Receiver, acting reasonably, of such accrued realty taxes (or reasonable estimates thereof) shall be provided by 256 to the Receiver prior to payment of same by the Receiver. The Receiver shall also arrange for a separate account to be opened for utilities in respect of the Premises for the Occupation Period, and the Receiver shall be responsible for payment of such account and shall provide a copy of such utility invoices, along with proof of payment, to 256.

5. 256 shall be entitled to a charge on the Property for occupation rent on a per diem basis during the Occupancy Period based on a monthly basic cost of occupation of \$25,000 plus HST (the "**Occupation Charge**"). The Occupation Charge shall rank subordinate to the Interim Receiver's Charge, the Receiver's Charge, the Interim Receiver's Borrowings Charge and the

Receiver's Borrowings Charge, but in priority to all regular secured creditors including CEFL and CWB. The Occupation Charge shall be payable from the proceeds of sale of the Property.

6. The Receiver shall have no other financial obligation to 256 hereunder other than the Occupation Costs specified by section 4 of this Agreement and damages for breach of this Agreement.

LIMITATION ON TERMS

7. Nothing in this Agreement shall affect the right of 256 to have access to the Premises for the purpose of fulfilling its duties and obligations at law as owner of the Premises, it being understood however that 256 shall not unreasonably interfere with the Receiver's use of the Premises.

8. 256 and the Receiver each hereby acknowledge and agree that nothing in this Agreement is intended, or shall be construed, to create a lease or sublease or an assignment of any terminated lease or the IR Occupation Agreement in favour of the Receiver or otherwise impose on the Receiver any obligations as a lessee, sub-lessee or assignee.

GENERAL

9. This Agreement shall be binding upon and enure to the benefit of the Receiver, its successors and permitted assigns.

10. This Agreement shall be binding upon and enure to the benefit of 256 and its successors and permitted assigns.

11. It is acknowledged by 256 that Spergel is entering into this Agreement solely in its capacity as the Receiver and that Spergel shall have absolutely no personal or corporate liability under or as a result of this Agreement in any respect.

12. This Agreement shall be governed by, and construed and enforced in accordance with, the laws in force in the Province of Ontario. Each party irrecoverably submits to the exclusive jurisdiction of the Court in Toronto with respect to any matter arising hereunder or related hereto.

13. This Agreement may be executed in counterpart by facsimile or other electronic transmission. Each executed counterpart shall be deemed to be an original, and all executed counterparts taken together shall constitute one agreement.


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

15. This Agreement may be assigned by a party only with the prior written consent of the other party.


IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

MSI SPERGEL INC.

**solely in its capacity as the Court-appointed receiver
of Eveley International Corporation, and not in any personal or
corporate capacity**

Per: 
Philip H. Gennis, Senior Principal

2565698 ONTARIO INC.

Per: 
Name: Benny Di Franco
Title: OWNER

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40495738.2

APPENDIX 4

AIRD BERLIS

Ian Aversa
Direct: 416.865.3082
Email: iaversa@airdberlis.com

October 7, 2020

VIA EMAIL (gcamelino@cglegal.ca)

Camelino Galessiere LLP

6 Adelaide Street East, Suite 220
Toronto, ON M5C 1H6

Attention: Gustavo F. Camelino

Dear Mr. Camelino:

**Re: Canadian Equipment Finance & Leasing Inc. v. Eveley International Corporation /
Court File No. CV-19-00639897-00CL**

We understand that you are counsel for Eveley International Corporation (the “**Debtor**”), and that the Debtor was formed as a result of an amalgamation amongst Eveley Alignment & Spring Service Limited, 2442968 Ontario Inc. and 534755 Ontario Limited.

As you know, we are the lawyers for msi Spergel inc. (“**Spergel**”), in its original capacity as the court-appointed interim receiver of the Debtor (in such capacity, the “**Interim Receiver**”), and in its current capacity as the court-appointed receiver of the Debtor (in such capacity, the “**Receiver**”). Spergel was appointed as the Interim Receiver pursuant to the Order of The Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on April 23, 2020 (the “**Interim Receivership Order**”). Spergel was appointed as the Receiver pursuant to the Order of The Honourable Mr. Justice McEwen of the Court made on June 25, 2020 (the “**Receivership Order**”). Unless otherwise stated, all capitalized terms herein are defined as they appear in the Interim Receivership Order or the Receivership Order, as applicable.

As you also know, paragraph 3 of both the Interim Receivership Order and the Receivership Order empowers and authorizes the Interim Receiver or the Receiver, as the case may be, to, amongst other things, “*take possession and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property,*” “*receive, preserve, and protect the Property, or any part or parts thereof*” and “*receive and collect all monies and accounts now or hereafter owing to the Debtor.*” In turn, paragraph 4 of both the Interim Receivership Order and the Receivership Order requires all Persons to deliver any Property in their possession to the Interim Receiver or the Receiver, as the case may be, upon request from the Interim Receiver or the Receiver, as the case may be.

The Receiver has become aware of withdrawals totalling \$135,649.24 from the Debtor’s bank accounts since the date of the Interim Receivership Order. For convenience, a table summarizing the details of these withdrawals appears on the second page of this letter.

Date	Paid to	Cheque #	Amount	Comments
02-Jun-20	D. Eveley	Bank draft	95,000.00	Bank draft copy enclosed - Deposited to Account 3122-726 (Dawn's account)
02-Jun-20	Camelino Galessiere LLP	Bank draft	19,449.35	Bank draft copy enclosed
02-Jun-20	Dawn Eveley	202938	5,282.42	Copy of cancelled cheque enclosed
02-Jun-20	Sandra McDonald	202889	1,263.20	Copy of cancelled cheque enclosed
02-Jun-20	Sandra McDonald	202941	1,308.40	Copy of cancelled cheque enclosed
03-Jun-20	Dawn Eveley	202967	1,200.00	Copy of cancelled cheque enclosed
15-Jun-20	Brandon Eveley	202980	1,000.00	Copy of cancelled cheque enclosed
18-Jun-20	Capital One	Online payment	600.00	
22-Jun-20	Eveley	202971	1,300.00	Copy of cancelled cheque enclosed
21-May-20	Dawn Eveley	202969	1,200.00	Copy of cancelled cheque enclosed
21-May-20	Sandra McDonald	202970	1,000.00	Copy of cancelled cheque enclosed
22-May-20	Sandra McDonald	202806	1,263.20	Copy of cancelled cheque enclosed
22-May-20	Dawn Eveley	202801	5,782.67	Copy of cancelled cheque enclosed
			135,649.24	

As reflected in the above table, copies of the applicable bank drafts or cancelled cheque have been enclosed with this letter.

In accordance with the aforementioned duties of all Persons under both the Interim Receivership Order and the Receivership Order, please ensure that your client, its principal and employees and other related parties return and/or repay all monies that they have received from the Debtor since April 23, 2020 (including, without limitation, as reflected in the above table).

Please ensure that this occurs forthwith.

Yours very truly,

AIRD & BERLIS LLP

Ian Aversa

Ian Aversa

IA/jn

Encl.

cc: Client (via email)
B. Bissell, counsel for Canadian Equipment Finance & Leasing Inc. (via email)

APPENDIX 5

AGREEMENT OF PURCHASE AND SALE

BETWEEN

MSI SPERGEL INC.,
solely in its capacity as the Court-appointed receiver of
Eveley International Corporation,
and not in its personal capacity or in any other capacity

- and -

2771276 ONTARIO INC.

Dated: October 20, 2020

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this 20th day of October, 2020.

BETWEEN:

MSI SPERGEL INC.,
solely in its capacity as the Court-appointed receiver of
Eveley International Corporation,
and not in its personal capacity or in any other capacity
(in such capacity, the **"Receiver"**)

- and -

2771276 ONTARIO INC.
(the **"Purchaser"**)

WHEREAS pursuant to the order of The Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) made on June 25, 2020 (the **"Receivership Order"**), msi Spergel inc. was appointed as the Receiver, without security, of all the assets, undertakings and properties of Eveley International Corporation. (the **"Debtor"**), acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the **"Property"**);

AND WHEREAS pursuant to the provisions of the Receivership Order, the Receiver has the power to sell all or any part of the Property, subject to Court approval in respect of any transaction in which the purchase price exceeds \$50,000 or the aggregate purchase price exceeds \$200,000;

AND WHEREAS the Purchaser wishes to purchase and the Receiver wishes to sell the Purchased Assets (as defined herein) upon the terms and subject to the conditions set out herein;

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

ARTICLE 1 DEFINED TERMS

1.1 Definitions.

In this Agreement:

"Accounts Payable" means all amounts relating to the Business owing to any Person which are incurred in connection with the purchase of goods or services in the ordinary course of business;

"Agreement" means this agreement of purchase and sale, including all schedules and all amendments or restatements, as permitted, and references to **"article"**, **"section"** or **"schedule"** mean the specified article, section of, or schedule to this Agreement and the expressions **"hereof"**, **"herein"**, **"hereto"**, **"hereunder"**, **"hereby"** and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement;

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Governmental Authority;

"Approval and Vesting Order" means the approval and vesting order issued by the Court approving this Agreement and the transactions contemplated by this Agreement and conveying to the Purchaser all the Debtor's right, title and interest, if any, in and to the Purchased Assets free and clear of all Encumbrances, and which order shall be in a form substantively similar to the draft order attached as **Schedule "A"** hereto;

"Business" means the business carried on by the Debtor;

"Business Day" means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;

"CEFL" means Canadian Equipment Finance & Leasing Inc.;

"Claims" means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Debtor or the Purchased Assets, and **"Claim"** means any one of them;

"Closing" means the successful completion of the Transaction;

"Closing Date" means the date that is the later of: (i) the first Business Day following the date that is ten days following the date on which the Approval and Vesting Order is granted; and (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the Approval and Vesting Order have been finally determined;

"Closing Time" means 2:00 p.m. (Toronto time) on the Closing Date or such other time as agreed in writing by the Parties;

"Consents and Approvals" means the consents and approvals of all relevant third parties;

"Court" has the meaning set out in the recitals hereof;

"CWB" means Canadian Western Bank;

“CWB Assets” means the Property in which CWB or its assignee has a security interest that ranks in priority to the security interest of CEFL;

“Debtor” has the meaning set out in the recitals hereof;

“Encumbrances” means all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;

“ETA” means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;

“Excluded Assets” means all the Debtor’s right, title and interest in and to the following:

- (a) the Permits, but only to the extent not capable of being assigned to the Purchaser or the Purchaser’s permitted assignees; and
- (b) the Warranty Rights, but only to the extent not capable of being assigned to the Purchaser or the Purchaser’s permitted assignees;

“Excluded Liabilities” has the meaning given in section 3.4 herein;

“Governmental Authority” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, republic, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, and **“Governmental Authority”** means any one of them;

“HST” means harmonized sales tax imposed under Part IX of the ETA;

“Interim Period” means the period from and including the date of this Agreement to and including the Closing Date;

“ITA” means the *Income Tax Act*, R.S.C. 1985, c.1, as amended;

“Notice” has the meaning given in section 14.3 herein;

“Occupation Agreement” means the agreement between the Receiver and 2565698 Ontario Inc. dated as of June 4, 2020 by which the Receiver occupies the Premises;

“Parties” means the Receiver and the Purchaser;

“Permits” means all the authorizations, registrations, permits, certificates of approval, approvals, consents, commitments, rights or privileges issued, granted or required by any Governmental Authority in respect of the Purchased Assets;

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

“Premises” means the real property known municipally as 665 Arvin Avenue in Stoney Creek, Ontario;

“Property” has the meaning set out in the recitals hereof;

“Purchase Price” has the meaning set out in section 4.1 herein;

“Purchased Assets” means all the Debtor’s right, title and interest in and to the Property (including, without limitation, all the Debtor’s right, title and interest in and to any actual and potential causes of action), save and except for the Excluded Assets;

“Purchaser” has the meaning set out in the recitals hereof;

“Receiver” has the meaning set out in the recitals hereof;

“Receivership Order” has the meaning set out in the recitals hereof;

“Removal” has the meaning set out in section 11.2 herein;

“Removal Date” means November 16, 2020 or such other date as is set pursuant to section 11.2(5) herein;

“Spergel” means msi Spergel inc.;

“Taxes” means all taxes, HST, land transfer taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

“Tax Credits” means any funds, tax credits, labour rebates or subsidies, if any, received or receivable by the Receiver from any government tax credit programs on or prior to Closing pursuant to the ITA or ETA, including tax credits related to scientific research and experimental development activities of the Debtor;

“Transaction” means the transaction of purchase and sale contemplated by this Agreement; and

“Warranty Rights” means the full benefit of all warranties, warranty rights, performance bonds and indemnities (implied, express or otherwise) of the Debtor against manufacturers, contractors or any other Person which apply to the Purchased Assets.

ARTICLE 2 SCHEDULES

2.1 Schedules.

The following schedules are incorporated in and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Approval and Vesting Order

ARTICLE 3 AGREEMENT TO PURCHASE

3.1 Purchase and Sale of Purchased Assets.

- (1) Relying on the representations and warranties herein, and subject to article 7 herein, the Receiver hereby agrees to sell, assign, convey and transfer to the Purchaser, and the Purchaser hereby agrees to purchase, all right, title and interest of the Debtor in and to the Purchased Assets, free and clear of all Encumbrances.
- (2) Subject to the Closing, the Receiver hereby remises, releases and forever discharges to, and in favour of, the Purchaser, all its rights, claims and demands whatsoever in the Purchased Assets.
- (3) This Agreement or any document delivered in connection with this Agreement shall not constitute an assignment of any rights, benefits or remedies under any Permits or Consents and Approvals that form part of the Purchased Assets and which are not assignable by the Receiver to the Purchaser without the required consent of the other party or parties thereto.

3.2 Post-Closing Payments

Any amounts received by the Receiver following the Closing Date in respect of any Purchased Assets, including any accounts receivable and Tax Credits, shall be paid by the Receiver to the Purchaser promptly following receipt and no later than five Business Days following receipt by the Receiver.

3.3 Excluded Assets.

Notwithstanding anything else in this Agreement, the Purchased Assets shall not include the Excluded Assets.

3.4 Excluded Liabilities.

The Purchaser is not assuming, and shall not be deemed to have assumed any liabilities, obligations or commitments of the Debtor or the Receiver or of any other Person, whether known

or unknown, fixed or contingent or otherwise, including any debts, obligations, sureties, positive or negative covenants or other liabilities directly or indirectly arising out of or resulting from the conduct or operation of the Business or the Debtor's ownership or interest therein, whether pursuant to this Agreement or as a result of the Transaction (collectively, the "Excluded Liabilities"). For greater certainty, the Excluded Liabilities shall include, but not be limited to, the following:

- (a) except as otherwise agreed in this Agreement, all Taxes payable by the Debtor arising with respect to any period prior to the Closing Date and all Taxes payable relating to any matters or assets other than the Purchased Assets arising with respect to the period from and after the Closing Date;
- (b) any liability, obligation or commitment associated with the Accounts Payable or any employees of the Debtor;
- (c) any liability, obligation or commitment resulting from the Encumbrances;
- (d) any liability, obligation or commitment associated with any of the Excluded Assets; and
- (e) any liability, obligation or commitment in respect to Claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Date.

ARTICLE 4

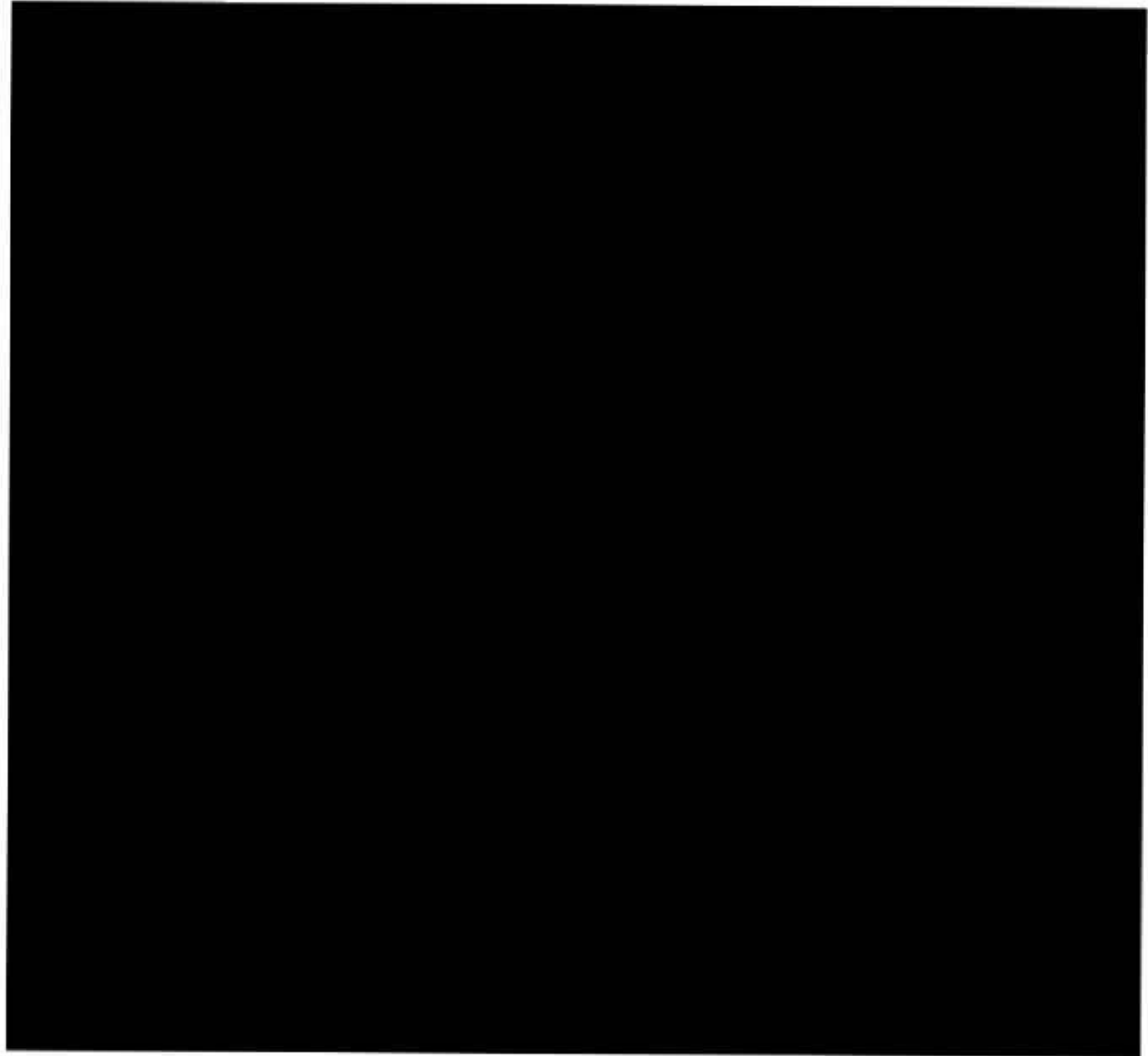
PURCHASE PRICE AND SATISFACTION OF PURCHASE PRICE

4.1 Purchase Price.



4.2 Satisfaction of Purchase Price.





4.3 Excess or Insufficient Reserves.

The reserves set out in sections 4.2(d)(B), 4.2(d)(C), 4.2(d)(D), 4.2(d)(E) and 4.2(d)(F) of this Agreement shall only be used for the purposes stipulated, such that, for greater certainty, the amount by which actual amounts owing are less than the reserves set out in each of sections 4.2(d)(B), 4.2(d)(C), 4.2(D), 4.2(E) and 4.2(d)(F) of this Agreement shall be refunded to the Purchaser by the Receiver.

The amount by which actual amounts owing are more than each of sections 4.2(d)(B) (solely in the case of any opposition to approve this Agreement or any ancillary relief to the Receiver's discharge, including, without limitation, in respect of the conduct or fees of the Receiver or its counsel, provided that the Court approves such conduct or fees, as the case may be), 4.2(d)(C) (in the case additional amounts are owing for source deduction obligations), 4.2(d)(D) (in the case additional amounts are owing for occupation rent under the Occupation Agreement, including, without limitation, any occupation rent that becomes owing by the Receiver

under the Occupation Agreement after October 31, 2020), 4.2(d)(E) (in the case additional amounts are owing for municipal taxes under the Occupation Agreement, including, without limitation, any municipal taxes that become owing by the Receiver under the Occupation Agreement after October 31, 2020) and 4.2(d)(F) (in the case additional amounts are owing for HST arrears) of this Agreement shall be paid by the Purchaser to the Receiver.

4.4 Allocation of Purchase Price.

The Parties, acting reasonably and in good faith, covenant to use best efforts to agree to allocate the Purchase Price amongst the Purchased Assets in a mutually agreeable manner on or prior to the Closing Time, provided that failure of the Parties to agree upon an allocation shall not result in the termination of this Agreement but rather shall result in the nullity of the application of this section of the Agreement such that each Party shall be free to make its own reasonable allocation. Notwithstanding the foregoing, the Parties agree that the Purchase Price in respect of any accounts receivable that form part of the Purchased Assets shall be deemed to be \$1.00, and that the remainder of the Purchase Price shall be allocated across the fixed assets that form part of the Purchased Assets.

ARTICLE 5 TAXES

5.1 Taxes.

The Purchaser shall be responsible for all federal and provincial sales taxes, goods and services, HST and all registration fees payable upon or in connection with the conveyance or transfer of the Purchased Assets to the Purchaser. If the sale of the Purchased Assets is subject to HST, then such tax shall be in addition to the Purchase Price. The Receiver will not collect HST if the Purchaser provides to the Receiver, to the Receiver's satisfaction and at least five Business Days prior to Closing: (i) a warranty that the Purchaser is registered under the ETA; (ii) a copy of the required ETA registration; (iii) a warranty that the Purchaser shall self-assess and remit the HST payable and file the prescribed form; and (iv) an indemnity in favour of the Receiver in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the Transaction.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing and Closing Procedure.

Closing shall take place at the Closing Time on the Closing Date at the offices of the Receiver's lawyers, Aird & Berlis LLP, located in Toronto, Ontario, or at such other time or at such other place as the Parties may agree in writing.

6.2 Tender.

Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers, and money shall be tendered by wire transfer of immediately available funds to the account specified by the receiving Party.

6.3 Receiver's Closing Deliverables.

The Receiver covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date as expressly provided herein:

- (1) a copy of the issued and entered Approval and Vesting Order and the attached Receiver's Certificate;
- (2) an assignment and assumption agreement for all Warranty Rights, Permits and Consents and Approvals pertaining to the Purchased Assets (to the extent assignable) relating to the period from and after the Closing Date, and to the extent not assignable, an agreement to hold same in trust for the Purchaser;
- (3) a certificate from the Receiver, dated as of the Closing Date, certifying:
 - (a) that, except as disclosed in the certificate, the Receiver has not been served with any notice of appeal with respect to the Approval and Vesting Order or any notice of any application, motion or proceedings seeking to set aside or vary the Approval and Vesting Order or to enjoin, restrict or prohibit the Transaction;
 - (b) that all representations, warranties and covenants of the Receiver contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - (c) the non-merger specified in section 14.2 and elsewhere herein; and
- (4) an acknowledgement, dated as of the Closing Date, that each of the conditions in section 7.1 hereof has been fulfilled, performed or waived as of the Closing Time.

6.4 Purchaser's Closing Deliverables.

The Purchaser covenants to execute, where applicable, and deliver the following to the Receiver at Closing or on such other date as expressly provided herein:

- (1) the indefeasible payment and satisfaction in full of the Purchase Price according to section 4.2 hereof;
- (2) an acknowledgement, dated as of the Closing Date, that each of the conditions in section 7.3 hereof has been fulfilled, performed or waived as of the Closing Time;
- (3) an assignment and assumption agreement for all Warranty Rights, Permits and Consents and Approvals pertaining to the Purchased Assets (to the extent assignable) relating to the period from and after the Closing Date, and to the extent not assignable, an agreement to hold same in trust for the Purchaser;
- (4) a certificate from the Purchaser, dated as of the Closing Date, certifying:

- (a) that all representations, warranties and covenants of the Purchaser contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
- (b) the non-merger specified in section 14.2 and elsewhere herein;
- (5) payment or evidence of payment of HST applicable to the Purchased Assets or, if available at law under the circumstances and satisfactory to the Receiver, the appropriate tax exemption and indemnification certificates with respect to HST in accordance with article 5 hereof; and
- (6) such further documentation relating to the completion of the Transaction as shall be otherwise referred to herein or required by the Receiver, acting reasonably.

6.5 Receiver's Certificate.

Upon receipt of written confirmation from the Purchaser that all of the conditions contained in section 7.3 have been satisfied or waived by the Purchaser, and upon satisfaction or waiver by the Receiver of all of the conditions contained in section 7.1, the Receiver shall forthwith deliver to the Purchaser the Receiver's Certificate comprising Schedule "A" of the Approval and Vesting Order, and shall file same with the Court.

ARTICLE 7 CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions in Favour of the Receiver.

The obligation of the Receiver to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (1) all the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (2) all the covenants of the Purchaser contained in this Agreement to be performed on or before the Closing Date shall have been duly performed by the Purchaser;
- (3) the Purchaser shall have complied with all the terms contained in this Agreement applicable to the Purchaser prior to the Closing Date;
- (4) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (5) the Court shall have issued the Approval and Vesting Order.

7.2 Conditions in Favour of Receiver Not Fulfilled.

If any of the conditions contained in section 7.1 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Receiver, then the Receiver may, at its sole discretion, and without limiting any rights or remedies available to it at law or in equity:

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

7.3 Conditions in Favour of the Purchaser.

The obligation of the Purchaser to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (1) all the representations and warranties of the Receiver contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (2) all the covenants of the Receiver contained in this Agreement to be performed on or before the Closing Date shall have been duly performed by the Receiver;
- (3) the Receiver shall have complied with all the terms contained in this Agreement applicable to the Receiver prior to the Closing Date;
- (4) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;
- (5) the Court shall have issued the Approval and Vesting Order; and
- (6) the Court shall have authorized the Receiver to assign the Debtor into bankruptcy.

7.4 Conditions in Favour of Purchaser Not Fulfilled.

If any of the conditions contained in section 7.3 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Purchaser, then the Purchaser may, in its sole discretion and without limiting its rights or remedies available at law or in equity:

- (a) terminate this Agreement by notice to the Receiver, in which event the Purchaser and the Receiver shall be released from their obligations under this Agreement to complete the Transaction; or

- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

ARTICLE 8 REPRESENTATIONS & WARRANTIES OF THE RECEIVER

The Receiver represents and warrants to the Purchaser as follows, with the knowledge and expectation that the Purchaser is placing complete reliance thereon and, but for such representations and warranties, the Purchaser would not have entered into this Agreement:

- (1) the Receiver has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary action on the part of the Receiver, subject to the Approval and Vesting Order. This Agreement is a valid and binding obligation of the Receiver enforceable in accordance with its terms;
- (2) the Receiver has been duly appointed by the Court, with the full right, power and authority to enter into this Agreement, perform its obligations hereunder and convey all right, title and interest of the Debtor in and to the Purchased Assets; and
- (3) the Receiver is not a non-resident of Canada for the purposes of the ITA.

ARTICLE 9 REPRESENTATIONS & WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Receiver as follows, with the knowledge and expectation that the Receiver is placing complete reliance thereon and, but for such representations and warranties, the Receiver would not have entered into this Agreement:

- (1) the Purchaser is a corporation duly formed and validly subsisting under the laws of the Province of Ontario;
- (2) the Purchaser has all necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. Neither the execution of this Agreement nor the performance by the Purchaser of the Transaction will violate the Purchaser's constating documents, any agreement to which the Purchaser is bound, any judgment or order of a court of competent jurisdiction or any Government Authority, or any Applicable Law. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement is a valid and binding obligation of the Purchaser enforceable in accordance with its terms; and
- (3) the Purchaser is or will be a registrant under Part IX of the ETA on the Closing Date.

ARTICLE 10 COVENANTS

10.1 Mutual Covenants.

Each of the Parties hereby covenants and agrees that, from the date hereof until Closing, each shall take all such actions as are necessary to have the Transaction approved in the Approval and Vesting Order on substantially the same terms and conditions as are contained in this Agreement, and to take all commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions set forth in article 8 hereof.

10.2 Receiver Covenants.

The Receiver hereby covenants and agrees that:

- (a) the Receiver will file an assignment into bankruptcy for the Debtor if the Purchaser so elects after completion of its review of the amounts that may be owing by or owing to the Debtor in respect to the ITA and/or the ETA, subject to the Purchaser providing a further \$10,000.00 to the Receiver to fund the bankruptcy proceedings of the Debtor;
- (b) from the date hereof until Closing, it shall take all reasonable actions as are necessary to provide to the Purchaser all necessary information in respect of the Debtor reasonably required to complete the applicable tax elections in accordance with section 5.1 hereof and to execute all necessary forms related thereto;
- (c) both before and after the Closing, it shall take all reasonable steps as are necessary to file for any Tax Credits, including without limitation any scientific research and experimental developmental credits, to which the Debtor may be entitled, provided that the cost of the preparation of all materials required for any filings for such Tax Credits shall be paid by the Purchaser either to the Receiver or to a third party to prepare such materials for execution by the Receiver; and
- (d) before or at the time of the grant of the Approval and Vesting Order, the Receiver will take reasonable steps in consultation with CEFL to deal with the outstanding receivables owing from Innovative Trailer Design Industries Inc. to the Debtor.

10.3 Purchaser Covenants.

The Purchaser hereby covenants and agrees that, from the date hereof until the Closing Date, it shall take all such actions as are necessary to provide to the Receiver all necessary information in respect of the Purchaser reasonably required to complete the applicable tax elections in accordance with section 5.1 hereof and to execute all necessary forms related thereto.

ARTICLE 11

POSSESSION, ACCESS AND REMOVAL

11.1 Possession of Purchased Assets.

The Purchaser expressly acknowledges that the Receiver may not be in physical possession of the Purchased Assets at any time, and that the Purchaser shall nonetheless be deemed at the Closing Time to take possession of the Purchased Assets where situated. In no event shall the Purchased Assets be sold, assigned, conveyed or transferred to the Purchaser until all the conditions set out in the Approval and Vesting Order have been satisfied or waived and the Purchaser has satisfied or the Receiver has waived all the delivery requirements outlined in section 7.1 hereof.

11.2 Access to and Removal of the Purchased Assets.

- (1) The Purchaser and its agents and representatives may have reasonable access to the Premises during normal business hours during the Interim Period for the purpose of enabling the Purchaser, at its sole cost and expense (regardless of results), to conduct such non-destructive, non-invasive inspections of the Purchased Assets as it deems appropriate, provided that such inspections shall not unduly interfere (and the Purchaser undertakes to use its best efforts, which the Purchaser represents and warrants shall not be less than reasonable commercial efforts, not to so interfere) with the use, operation and enjoyment of any the Premises and the Purchased Assets. Such inspection may, if the Receiver so desires, be conducted in the presence of a representative of the Receiver.
- (2) The Purchaser and its agents and representatives shall have reasonable access to the books and records of the Debtor during the Interim Period for the purpose of enabling the Purchaser, at its sole cost and expense (regardless of results) to consider the tax elections in accordance with section 5.1 hereof and other matters to be finalized for Closing.
- (3) The Purchaser covenants and agrees to repair or pay the costs to repair any damage occasioned during or resulting from the inspection of the Purchased Assets conducted by the Purchaser or its authorized representatives, as outlined above, and to return the Purchased Assets to substantially the condition same were in prior to such inspections. The Purchaser covenants and agrees to indemnify and save the Receiver harmless from and against all losses, costs, claims, third party claims, damages, expenses (including actual legal costs) which the Receiver may suffer as a result of the inspection of the Purchased Assets conducted by the Purchaser or its authorized representatives, as outlined above.
- (4) Provided that the Closing occurs, the Purchaser covenants and agrees that it shall be responsible for removing from the Premises, by no later than the Removal Date, any and all Purchased Assets that may be physically located at the Premises that the Purchaser wishes to remove for any reason (the "Removal"). The Purchaser acknowledges that any Purchased Assets not removed by the Removal Date may be subject to claims by 2565698 Ontario Inc. The Purchaser and its agents and

Revised Oct 21/2020¹⁰⁰

representatives may have reasonable access to the Premises during normal business hours until the Removal Date for these purposes. The Purchaser acknowledges that its access to the Premises is on an "as is, where is" basis. The Purchaser shall ensure that it leaves the Premises in no worse condition than it was in before the Purchaser had access to the Premises, reasonable wear and tear excepted. The Purchaser shall, at its own cost, remedy or repair, as applicable, any damage resulting from the removal of the Purchased Assets or any one of them, which is caused by the Purchaser or its agents, employees, invitees or guests, including, without limitation: (i) arranging for all electrical, gas and compressor lines that are cut in the course of such Removal to be properly capped; and (ii) any damage caused by such Removal (excluding any holes in the ground, which for greater certainty, shall be filled with gravel and concrete finished with any protruding bolts to be sheared), such that the space at the premises shall be left in a clean and broom-swept condition. For greater certainty, the Purchaser shall not be obligated to remove any Property, but any Property not removed may be quit claimed to 2565698 Ontario Inc. following termination of the Occupation Agreement. The Receiver shall be entitled to be present during any Removal, which shall be done in a workmanlike manner and consistent with good industrial practice. For greater certainty, any Purchased Assets requiring disassembly in order to be removed from the Premises shall be disassembled at the expense of the Purchaser.

- (5) The Purchaser shall have the option to extend the Removal Date up to and including December 31, 2020, provided that all costs of the Receiver's continued occupation pursuant to the Occupation Agreement after Closing shall be paid in advance by the Purchaser to the Receiver not less than 10 days before such costs may be due and owing by the Receiver, which are estimated to be occupation rent in the amount of \$928.77 per day inclusive of HST, municipal property tax in the amount of ~~\$303.47~~ per day and a reserve for utility costs and site inspections at the collective rate of \$6,000 per month. The amount by which actual amounts owing are less than each of these estimates and reserve, if any, shall be refunded to the Purchaser by the Receiver, and the amount by which actual amounts owing are more than each of these estimates and reserve, if any, shall be paid by the Purchaser to the Receiver. The Purchaser acknowledges that in the absence of such advance payment by the Purchaser to the Receiver, the Receiver has the right under the Occupation Agreement to cease its occupancy of the Premises on seven days' notice and that the Receiver will not incur any liability in respect of continued occupancy of the Premises without adequate funding.
- (6) The Purchaser indemnifies and saves the Receiver harmless from and against all claims, demands, losses, damages, actions, complaints and costs incurred or arising from or in any way directly related to the Removal or the attendance of the Purchaser, its employees, contractors or agents at the Premises, including, without limiting the generality of the foregoing, any obligations of the Receiver pursuant to the Occupation Agreement.

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11.3 Risk.

- (1) The Purchased Assets shall be and remain at the risk of the Receiver until Closing and at the risk of the Purchaser from and after Closing.

- (2) If, prior to Closing, the Purchased Assets are substantially damaged or destroyed by fire, casualty or otherwise, then, at its option, the Purchaser may decline to complete the Transaction. Such option shall be exercised within 15 calendar days after notification to the Purchaser by the Receiver of the occurrence of such damage or destruction (or prior to the Closing Date if such occurrence takes place within 15 calendar days of the Closing Date), in which event this Agreement shall be terminated automatically. If the Purchaser does not exercise such option, it shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such damage or destruction. Where any damage or destruction is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such damage or destruction. For the purposes of this section, substantial damage or destruction shall be deemed to have occurred if the loss or damage to the Purchased Assets exceeds 15% of the total Purchase Price.

ARTICLE 12 AS IS, WHERE IS

12.1 Condition of the Purchased Assets.

The Purchaser acknowledges that the Receiver is selling and the Purchaser is purchasing the Purchased Assets on an "*as is, where is*" and "*without recourse*" basis as the Purchased Assets shall exist on the Closing Date, including, without limitation, whatever defects, conditions, impediments, hazardous materials or deficiencies exist on the Closing Date, whether patent or latent. The Purchaser further acknowledges and agrees that it has entered into this Agreement on the basis that neither the Receiver nor the Debtor has guaranteed or will guarantee title to or marketability, use or quality of the Purchased Assets, that the Purchaser has conducted such inspections of the condition and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, environmental compliance, merchantability, condition or quality, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Receiver to sell, assign, convey or transfer same, save and except as expressly provided in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act*, R.S.O. 1990, c. S.1, do not apply hereto and/or have been waived by the Purchaser. The description of the Purchased Assets contained in this Agreement is for the purpose of identification only and no representation, warranty or condition has or will be given by the Receiver concerning the accuracy of such description.

ARTICLE 13 TERMINATION

13.1 Termination of this Agreement.

This Agreement may be validly terminated:

- (1) upon the mutual written agreement of the Parties;
- (2) pursuant to section 7.2 hereof by the Receiver;

- (3) pursuant to section 7.4 hereof by the Purchaser;
- (4) pursuant to section 11.3 hereof; or
- (5) automatically, if the Approval and Vesting Order has not been granted by the Court by November 16, 2020 or such later date as may be agreed upon in writing by the Parties.

13.2 Remedies for Breach of Agreement.

If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Receiver or the Purchaser, then the Purchaser's right or the Receiver's right, as applicable, to pursue all legal remedies with respect to such breach shall survive such termination.

13.3 Termination If No Breach of Agreement.

If this Agreement is terminated other than as a result of a breach of a representation, warranty, covenant or obligation of one of the Parties, then:

- (1) all obligations of each of the Receiver and the Purchaser hereunder shall end completely, except those that survive the termination of this Agreement; and
- (2) neither Party shall have any right to specific performance, to recover damages or expenses or to any other remedy (legal or equitable) or relief other than as expressly provided herein.

ARTICLE 14 GENERAL CONTRACT PROVISIONS

14.1 Further Assurances.

From time to time after Closing, each of the Parties shall execute and deliver such further documents and instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and which are not inconsistent with the terms hereof, including, at the Purchaser's request and expense, the Receiver shall execute and deliver such additional conveyances, transfers and other assurances as may, in the opinion of the Parties or their counsel, acting reasonably, be reasonably required to effectually carry out the intent of this Agreement and transfer the Purchased Assets to the Purchaser.

14.2 Survival Following Completion.

Notwithstanding any other provision of this Agreement, article 8, article 9, article 10, section 11.2, section 13.2 and section 13.3 shall survive the termination of this Agreement and the completion of the Transaction, provided, however, that upon the discharge of Spergel as the Receiver, the Parties' respective obligations by reason of this Agreement shall end completely and they shall have no further or continuing obligations by reason thereof.

14.3 Notice.

All notices, requests, demands, waivers, consents, agreements, approvals, communications or other writings required or permitted to be given hereunder or for the purposes hereof (each, a "Notice") shall be in writing and be sufficiently given if personally delivered, sent by prepaid registered mail or transmitted by email, addressed to the Party to whom it is given, as follows:

(a) to the Receiver:

msi Spergel inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

Attention: Philip Gennis and Mukul Manchanda
Tel: (416) 498-4325 / (416) 498-4314
Email: pgennis@spergel.ca / mmanchanda@spergel.ca

and a copy to the Receiver's counsel to:

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

Attention: Ian Aversa and Jeremy Nemers
Tel: (416) 865-3082 / (416) 865-7724
Email: iaversa@airdberlis.com / jnemers@airdberlis.com

(b) to the Purchaser, c/o the Purchaser's counsel:

Goldman Sloan Nash & Haber LLP
480 University Avenue, Suite 1600
Toronto, ON M5G 1V2

Attention: R. Brendan Bissell
Tel : (416) 597-6489
Email: bissell@gsnh.com

or such other address of which Notice has been given. Any Notice mailed as aforesaid will be deemed to have been given and received on the third Business Day following the date of its mailing. Any Notice personally delivered will be deemed to have been given and received on the day it is personally delivered, provided that if such day is not a Business Day, the Notice will be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by email will be deemed given and received on the first Business Day after its transmission.

If a Notice is mailed and regular mail service is interrupted by strike or other irregularity on or before the fourth Business Day after the mailing thereof, such Notice will be deemed to have not been received unless otherwise personally delivered or transmitted by email.

14.4 Waiver.

No Party will be deemed or taken to have waived any provision of this Agreement unless such waiver is in writing and such waiver will be limited to the circumstance set forth in such written waiver.

14.5 Consent.

Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit or the requirement for such consent is not required pursuant to the terms of the Approval and Vesting Order, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

14.6 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the Court sitting in London, Ontario and irrevocably consent to the exclusive jurisdiction and venue of the Court for the resolution of any disputes between them, regardless of whether or not such disputes arose under this Agreement.

14.7 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. There are not and will not be any verbal statements, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties. The recitals herein are true and accurate, both in substance and in fact.

14.8 Time of the Essence.

Time will be of the essence, provided that if the Parties establish a new time for the performance of an obligation, time will again be of the essence of the new time established.

14.9 Time Periods.

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

14.10 Assignment.

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, legal and personal administrators, successors and permitted assigns. The Purchaser may not assign this Agreement without the Receiver's prior written approval and on terms satisfactory to the Receiver.

14.11 Expenses.

Except as otherwise set out in this Agreement, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

14.12 Severability.

If any portion of this Agreement is prohibited in whole or in part in any jurisdiction, such portion shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining portions of this Agreement and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

14.13 No Strict Construction.

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

14.14 Cumulative Remedies.

Unless otherwise expressly stated in this Agreement, no remedy conferred upon or reserved to one or both of the Parties is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

14.15 Currency.

All references to dollar amounts contained in this Agreement shall be deemed to refer to lawful currency of Canada.

14.16 Receiver's Capacity.

It is acknowledged by the Purchaser that the Receiver is entering into this Agreement solely in its capacity as Court-appointed receiver and that Spergel shall have absolutely no personal or corporate liability under or as a result of this Agreement in any respect.

14.17 No Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall be construed to create any rights or obligations except amongst the Parties and no other person or entity shall be regarded as a third party beneficiary of this Agreement.

14.18 Number and Gender.

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

14.19 Counterparts.

This Agreement may be executed in counterparts and by facsimile or PDF, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Purchaser has duly executed this Agreement as of the date first above written.

2771276 ONTARIO INC.

Per: 

Name: Brent Keenan

Authorized Signing Officer

ACCEPTED by the Receiver this 22nd day of October, 2020

MSI SPERGEL INC., solely in its capacity as the Court-appointed receiver of Eveley International Corporation, and not in its personal capacity or in any other capacity

Per: 

Name: Philip Gennis

Authorized Signing Officer

A-1

SCHEDULE "A"
APPROVAL AND VESTING ORDER

Court File No. CV-20-00639897-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	<*>DAY, THE <*>
)	
JUSTICE)	DAY OF <*>, 2020

BETWEEN:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel inc., in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of Eveley International Corporation (the "**Debtor**"), acquired for, or used in relation to a business carried on by the Debtor, for an order, *inter alia*, approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver, as vendor, and 2771276 Ontario Inc. (the "**Purchaser**"), as purchaser, dated October <*>, 2020 (the "**Sale Agreement**"), a copy of which is attached as Appendix "<*>" to the Report of the Receiver

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dated <*>, 2020 (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the property described as the “Purchased Assets” in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of <*> sworn October <*>, 2020, filed,

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, or as it may direct.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the

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Order (appointing Interim Receiver) of The Honourable Mr. Justice McEwen made April 23, 2020; (ii) any encumbrances or charges created by the Order (appointing Receiver) of The Honourable Mr. Justice McEwen made June 25, 2020 and (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

5. **THIS COURT ORDERS** that, notwithstanding:

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

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(c) any assignment in bankruptcy made in respect of the Debtor,

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

6. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to assign the Debtor into bankruptcy, and to appoint msi Spergel inc. as the Debtor's bankruptcy trustee, which the Receiver shall do if the Purchaser so elects in accordance with section 10.2(a) of the Sale Agreement, subject to the Purchaser providing a further \$10,000.00 to the Receiver to fund the bankruptcy proceedings of the Debtor.

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

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Schedule "A" – Form of Receiver's Certificate

Court File No. CV-20-00639897-00CL

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

BETWEEN:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

RECEIVER'S CERTIFICATE**RECITALS**

- I. Pursuant to an Order of The Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 25, 2020, msi Spergel inc. ("**Spergel**") was appointed as receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of Eveley International Corporation (the "**Debtor**"), acquired for, or used in relation to a business carried on by the Debtor, including the proceeds thereof (the "**Property**").
- II. Pursuant to an Order of the Court dated <*>, 2020, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and 2771276 Ontario Inc. (the "**Purchaser**"), as purchaser, dated October <*>, 2020 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser of all the Debtor's right, title and interest in and to the Purchased Assets (as defined

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in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

MSI SPERGEL INC., solely in its capacity as the Court-appointed receiver of the Debtor, and not in its personal capacity or in any other capacity

Per: _____

Name:

Title:

APPENDIX 6

Court File No. CV-20-00639897-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

AFFIDAVIT OF MUKUL MANCHANDA
(Sworn November 3, 2020)

I, **MUKUL MANCHANDA**, of the City of Brampton, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Interim Receiver (the "**Interim Receiver**") and the Receiver (the "**Receiver**") of Eveley International Corporation (the "**Debtor**"), and as such have knowledge of the matters to be deposed herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.

2. The Interim Receiver was appointed, without security, of all of the assets, undertakings and properties of the Debtor by Order of the Honourable Justice McEwen dated April 23, 2020.
3. The Receiver was appointed, without security, of all of the assets, undertakings and properties of the Debtor pursuant to the Endorsements made May 26, 2020, May 28, 2020 and June 4, 2020 and an Order made on June 25, 2020 by the Honourable Justice McEwen.
4. In connection with the interim receivership for the period from April 23, 2020 to May 25, 2020, fees of \$53,987.16 inclusive of HST and disbursements charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "1"** to this, my Affidavit. This represents 115.55 hours at an effective rate of \$413.47 per hour.
5. In connection with the receivership for the period from May 25, 2020 to October 31, 2020, fees of \$128,662.86 inclusive of HST and disbursements charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "2"** to this, my Affidavit. This represents 317.15 hours at an effective rate of \$358.92 per hour.
6. The hourly billing rates detailed in this Affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.
7. I make this Affidavit for no improper purpose.

SWORN before me at the City of
Toronto, in the Province of Ontario
this 3rd day of November, 2020.



Commissioner for Taking Affidavits

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022



Mukul Manchanda

**This is Exhibit "1" of the Affidavit of
Mukul Manchanda
Sworn before me on this 3rd day of November, 2020**


A Commissioner, Etc.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022.



June 11, 2020

Invoice #: <3748>

Eveley International Corp.

Invoice

RE: Eveley International Corp.**FOR PROFESSIONAL SERVICES RENDERED** in connection with our appointment as Interim Receiver for the period ending May 25, 2020.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	36.25	\$522.24	\$18,931.25
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.10	525.00	52.50
Mukul Manchanda, CPA, CIRP, LIT	67.10	395.00	26,504.50
Eileen Sturge	0.50	250.00	125.00
Frieda Kanaris	1.30	250.00	325.00
Hinna Shaikh	0.40	120.00	48.00
Haran Sivanathan	1.10	150.00	165.00
Rashid Peeroo	7.00	200.00	1,400.00
Others	1.80	125.00	225.00
Total Professional fees	115.55	\$413.47	\$47,776.25
HST			6,210.91
Total			\$53,987.16

HST Registration #R825172935

(AAEVEL-R)**msi Spergel inc.** Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

• Barrie 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813
• Brampton 905 874 4905 • London 519 902 2772 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Saskatchewan 306 341 1660

Filters Used:

- Time Entry Date: 1/01/70 to 5/25/20
- File ID: AAEVEL-R: to AAEVEL-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 6/11/20

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Wed	05/13/2020	Review and approve disbursements	0.10	\$525.00	\$52.50
		Deborah Hornbostel (DHO)	0.10		\$52.50
Eileen Sturge (EST)					
Thur	04/30/2020	Set up file in Ascend; order licence	0.30	\$250.00	\$75.00
Fri	05/01/2020	General	0.20	\$250.00	\$50.00
		Eileen Sturge (EST)	0.50		\$125.00
Frieda Kanaris (FKA)					
Mon	04/27/2020	Exchange of emails with PG; complete FCA insurance survey form and forward to FCA, subsequent email to FCA.	1.30	\$250.00	\$325.00
		Frieda Kanaris (FKA)	1.30		\$325.00
Hinna Shaikh (HSH)					
Fri	04/24/2020	Updated site	0.30	\$120.00	\$36.00
Fri	05/22/2020	Updated site	0.10	\$120.00	\$12.00
		Hinna Shaikh (HSH)	0.40		\$48.00
Haran Sivanathan (HSI)					
Thur	04/23/2020	General	0.50	\$150.00	\$75.00
Thur	05/07/2020	General	0.60	\$150.00	\$90.00
		Haran Sivanathan (HSI)	1.10		\$165.00
Inga Friptuleac (IFR)					
Tues	04/28/2020	B/A setup	0.20	\$125.00	\$25.00
Wed	05/06/2020	Post Deposit. Correspondence with Trustee re:wire transfer	1.00	\$125.00	\$125.00
Mon	05/11/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	05/25/2020	Post wire trf; Issue cheque	0.40	\$125.00	\$50.00
		Inga Friptuleac (IFR)	1.80		\$225.00
Mukul Manchanda (MMA)					
Sat	04/18/2020	Conference call with B. Bissel and P. Gennis with respect to the engagement. Receipt and review of the draft engagement letter. Sent an email providing comments on the draft engagement letter.	1.00	\$395.00	\$395.00
Sun	04/19/2020	Receipt and review of email exchanges with B. Bissell with respect to the engagement and the developments with the landlord. Email exchanges with respect to obtaining indemnity.	0.30	\$395.00	\$118.50
Mon	04/20/2020	Participated in a conference call with B. Bissell and P. Gennis regarding the go forward strategy. Receipt and review of email exchanges regarding the indemnity.	0.40	\$395.00	\$158.00
Tues	04/21/2020	Sent an email to B. Bissell providing the COVID-19 limitation clause to be included in the draft order.	0.20	\$395.00	\$79.00
Wed	04/22/2020	Participated in a conference call with B. Bissell, I. Aversa and P. Gennis with respect to the appoint. Review of draft IR order and provided comments. Review of application record and materials filed by the debtor.	1.00	\$395.00	\$395.00

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Thur	04/23/2020	Review of multiple emails with respect to the Interim Receivership Order. Participated in multiple conference calls with I. Aversa, P. Gennis, B. Bissell, H. Chaiton and G. Camelino. Discussion with I. Aversa and P. Gennis regarding the protocol for access to the premises given the lease is terminated. Agreed that we will need an occupancy agreement prior to occupying the premises. DFurther discussions with respect to insurance issue and the issue of shipping certain completed orders. Receipt and review of the terminated lease agreement. Conference call with D. Eveley and P. Gennis with respect to gaining access to the premises to turn on the server and the equipment and gain access to the financial information to prepare a viability report. Receipt and review of the draft occupancy agreement from J. Nemers. Review of multiple emails from G. Camelino providing information with respect to the company and introductions to relevant parties.	6.00	\$395.00	\$2,370.00
Fri	04/24/2020	Telephone discussions and email exchanges regarding the insurance of the business. Receipt and review of an email from J. Nemers to H. Chaiton providing a draft occupation agreement for his review and comments. Receipt and review of an email from B. Bissell asking for an update on the file. Receipt and review of an email from P. Gennis providing the update. Receipt and review of email exchanges between H. Chaiton and P. Gennis regarding arranging access to the premises for the purpose of restarting the servers prior to having an occupation agreement in place. Receipt and review of email exchanges between counsels regarding outstanding issues.	1.00	\$395.00	\$395.00
Sun	04/26/2020	Travel to and attended at the premises to meet with Benny, Dawn and Sandra. Gained access to the premises to reboot the servers. Noted an issue with the Internet connection. Took a tour of the premises with Dawn. Discussions with Benny regarding the go forward plan. Travel back. Telephone call to P. Gennis provided him with an update. Sent an email to B. Bissell providing him with the update.	4.00	\$395.00	\$1,580.00
Mon	04/27/2020	Receipt and review of an email from Sandra containing the insurance policy. Review of email exchanges with respect to obtaining insurance. Receipt and review of an email from I. Aversa providing the occupation agreement containing comments from H. Chaiton. Sent an email to I. Aversa providing comments. Receipt and review of a email from G. Camelino to H. Chaiton regarding the condition of the premises and other observations made by his clients during the attendance at the premises.	0.70	\$395.00	\$276.50
Tues	04/28/2020	Review of multiple email exchanges with respect to insurance coverage for occupation of the premises and other matters. Receipt and review of an email to H. Chaiton containing the signed Occupancy Agreement along with proof of insurance. Receipt and review of an email from B. Di Franco forwarding an email from a vendor requesting payment. Receipt and review of emails regarding the ability of a customer to cancel orders in light of the appointment of the Interim Receiver. Receipt and review of an email from G. Camelino with respect to the shipment of the orders. Email exchanges between P. Gennis and G. Camelino regarding same.	0.50	\$395.00	\$197.50

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Wed	04/29/2020	Receipt and review of an email from H. Chaiton regarding Occupation Agreement. Review of multiple email exchanges regarding same. Receipt and review of email exchanges with the insurance broker. Receipt and review of draft acknowledgement and release with respect COVID-19. Sent an email to J. Nemers providing comments.	0.80	\$395.00	\$316.00
Thur	04/30/2020	Travel to the premises to meet with the landlord and take possession of the premises. Took a tour of the premises with the landlord. Arranged for a locksmith to change locks and padlocks at the premises. Telephone call from GFL Environmental regarding the three green bins parked at the premises. Travel back.	4.00	\$395.00	\$1,580.00
Fri	05/01/2020	Travel to the premises. Met with Dawn and Sandra. Troubleshoot the server. Created access to locally to the accounting software. Discussions with Dawn and Sandra regarding preparing a projection and format of same. Supervise Sandra in copying data required to prepare projections. Travel back. Receipt and review of email exchanges between P. Gennis and B. Blsell with respect to the Receiver's Borrowings.	7.50	\$395.00	\$2,962.50
Mon	05/04/2020	Conference call with B. Keenan regarding status of the file. Receipt and review of an email from B. Di Franco forwarding an email from a potential purchaser.	0.40	\$395.00	\$158.00
Wed	05/06/2020	Review of email exchanges regarding deadline for production of financial forecast. Telephone call from Sandra regarding the timing of the forecast. Review of email exchanges with B. Keenan.	0.40	\$395.00	\$158.00
Fri	05/08/2020	Conference call regarding insurance.	0.30	\$395.00	\$118.50
Mon	05/11/2020	Telephone call from GFL regarding removal of the bins. Arranged for staff to be onsite to supervise the removal. Receipt and review of an email from S. McDonald advising it is taking longer than expected to complete the financial forecast and she hopes to have the financial forecast ready for tomorrow.	0.50	\$395.00	\$197.50
Tues	05/12/2020	Receipt and review of an email from S. McDonald providing financial statements and other relevant information. Forwarded same to P. Gennis. Receipt and review of an email from P. Gennis to the group advising that we have not received any information with respect to a forecast. Receipt, review and approve payables. Receipt and review of an email from I. Aversa regarding progress with our mandate and the cooperation received from the company. Receipt and review of an email from D. Eveley advising that she is meeting with S. McDonald tomorrow to finalize the report. Receipt and review of an email from P. Gennis to G. Camelino advising that the recurring delays are unacceptable as the IR is under a tight deadline with respect to filing a report with court pursuant to the Order. Receipt and review of an email from G. Camelino advising he will follow up.	1.80	\$395.00	\$711.00
Wed	05/13/2020	Receipt and review of an email from S. McDonald advising that she will be providing the forecast tomorrow.	0.10	\$395.00	\$39.50
Thur	05/14/2020	Sent an email to S. McDonald asking for an update regarding the forecast. Receipt and review of an email from P. Gennis to the Debtor's counsel advising that we did not receive any relevant information to date. Receipt and review of an email from B. Bissell regarding historical information and analysis of same. Email exchanges with I. Aversa, J. Nemers and P. Gennis regarding the issue. Participated in a conference call with I. Aversa, J. Nemers and P. Gennis. Receipt and review of the draft letter from J. Nemers to the Debtor's counsel. Provided comments regarding same and emailed to J. Nemers.	1.50	\$395.00	\$592.50

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Fri	05/15/2020	Receipt and review of an email from G. Camelino acknowledging receipt of the letter from Aird & Berlis and advising that he will forward same to his client. Receipt and review of an email from I. Aversa asking if we received any information from the company. Sent an email advising that we did not receive any information. Receipt and review of an email from I. Aversa advising that if we do not receive the information by 7 pm than J. Nemers will send a short formal email. Receipt and review of an email from G. Camelino advising that the company will send all the information today as they were not aware of all the information the Interim Receiver requires until today. Email exchanges with counsel regarding G. Camelino's email. Conference call with counsel regarding same. Receipt and review of draft response from J. Nemers. Sent an email to J. Nemers providing comments and copies of email exchanges with Dawn and Sandra acknowledging what is required to produce the financial forecast.	1.20	\$395.00	\$474.00
Sat	05/16/2020	Receipt and review of emails containing pdf version of the forecast and certain supporting documents. Drafted a detailed email to S. McDonald regarding the forecast and emailed same to J. Nemers for comments. Receipt and review of comments from J. Nemers. Discussions with P. Gennis regarding the forecast. Sent the email to S. McDonald containing comments regarding the forecast and asking for information to support the forecast. Email exchanges with B. Bissel regarding the financial forecast.	3.50	\$395.00	\$1,382.50
Sun	05/17/2020	Receipt and review of multiple emails containing information with respect to the forecast. Review of the excel spreadsheet containing the financial forecast and certain supporting documents.	2.20	\$395.00	\$869.00
Mon	05/18/2020	Continue review of the information provided by S. McDonald. Sent an email to S. McDonald asking for the outstanding information and advising that I am available to meet tomorrow at the premises to finish the review.	2.50	\$395.00	\$987.50
Tues	05/19/2020	Conference call with I. Aversa, J. Nemers and P. Gennis with respect to the information received to date. Travel to the premises and met with Sandra and Dawn. Review of the accounts receivable aging. Noted a significant difference in the accounts receivable as at March 31, 2020 and May 1, 2020. Review supporting documents. Discussion with respect to the practice of recording accounts receivable prior to commencing manufacturing and shipping the product. Agreed that those should not be accounted as receivables. Review of the sales forecast along with limited supporting documents available. Review of the scenario analysis. Discussion regarding the re-financing efforts of the company. Travel back. Drafted an email summarizing the meeting and sent it to the group.	6.00	\$395.00	\$2,370.00

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Wed	05/20/2020	Receipt and review of an email from I. Aversa regarding our findings so far. Attended at Eveley to continue working on the financial forecast. Receipt and review of the sales projections and the supporting documents. Review of other assumptions in the forecast and the supporting documents. Compared historical financial performance with the assumptions underlying the forecast. Discussions with D. Eeey with respect to shipping the completed orders. Multiple email exchanges and telephone calls with counsel with respect to same. Review of a draft email to G. Camilino. Provided comments regarding same. Review of email exchanges regarding the product liability insurance. Discussions regarding shipping the product out on an as is where is basis. Review of emal exchanges with H. Chaiton with respect to the company occupying the premises.	8.00	\$395.00	\$3,160.00
Thur	05/21/2020	Review and edit and report to court. Telephone call to I. Aversa regarding the content of the report. Sent a draft version of the report to I.Aversa and J. Nemers for review and comments. Multiple email exchanges with counsel and the company with respect to shipment of certain goods. Review of an execute release and other emails from Max-Atlas. Telephone discussion with D. Eveley regarding attendance at the premises tomorrow for shipment of goods. Instructed R. Peeroo to attend at the premises tomorrow for the purpose of shipping the items. Receipt and review of an email from Sandra advising that she will send the opening balance sheet later today. Receipt and review of email exchanges with counsel with respect to the occupation agreement and timing of same. Conference call with B. Bissell, I. Aversa, J. Nemers and P. Gennis regarding go forward plan. Receipt and review of an email from J. Nemers containing comments to the report. Finalized the report and emailed an executed copy to J. Nemers. Prepared Appendix 3 of the report and emailed same to J. Nemers.	5.00	\$395.00	\$1,975.00
Fri	05/22/2020	Receipt and review of the six months projections from S. McDonald. Receipt and review of multiple emails from D. Eveley containing purchase orders and other information related to the sales forecast. Receipt and review of an email from B. Bissell regarding go forward strategy after expiry of the IR.	2.80	\$395.00	\$1,106.00
Sat	05/23/2020	Preliminary review of the financial forecast and other supporting documents provided by S. McDonald.	1.50	\$395.00	\$592.50
Sun	05/24/2020	Email exchanges with J. Nemers, I. Aversa and P. Gennis regarding a response to S. McDonald. Drafted a response and emailed same to S. McDonald and D. Eveley.	0.20	\$395.00	\$79.00
Mon	05/25/2020	Receipt and review of an email from B. Bissell to H. Chaiton with respect to instructions from his client. Receipt and review of an email from H. Chaiton regarding the occupancy agreement. Receipt and review of an email from G. Camelino to H. Chaiton regarding amounts outstanding to his client by the company. Review of email exchanges between coounsels regarding the draft receivership order. Email exchanges and telephone discussions with I. Aversa regarding our role ending as IR and commencing as Receiver and the implications of same with respect to insurance, occupancy agreement and other matters. Receipt, reveiw and provided comments on the draft receivership order. Receipt and review of the draft occupancy agreement.	1.80	\$395.00	\$711.00
Mukul Manchanda (MMA)			67.10		\$26,504.50

Philip H. Gennis (PGE)

Filters Used:

- Time Entry Date: 1/01/70 to 5/25/20
- File ID: AAEVEL-R: to AAEVEL-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 6/11/20

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Fri	04/17/2020	Initial consultation and discussion with Brendan Bissell regarding as private monitor;	0.50	\$525.00	\$262.50
Sat	04/18/2020	Receipt and review of draft engagement letter; telephone discussions with Brendan Bissell regarding proposed engagement and issues surrounding private appointment in light of circumstances with Landlord and related parties;	1.00	\$525.00	\$525.00
Sun	04/19/2020	Email exchange with Brendan Bissell finalizing engagement; preparation and transmittal of Indemnity to be signed by CEFL;	0.50	\$525.00	\$262.50
Mon	04/20/2020	Call with Brendan Bissell.	0.50	\$525.00	\$262.50
Wed	04/22/2020	Conference call with Brendan Bissell, MM and Ian Aversa (IR Counsel); review of draft IR Order; receipt and review of numerous emails with multiple revised drafts of IR Order; response with comments; receipt, execution and transmittal of Consent to Act; receipt and review of CEFL Application record; email to Brendan Bissell providing commentary to proposed Draft Order;	1.25	\$525.00	\$656.25
Thur	04/23/2020	Call with Ian Aversa regarding proposed amendments to draft order including issues related to taking possession, payment of occupation rent, access to premises, insurance, etc., videoconference attendance before HHJ McEwen on application for the appointment of an IR; numerous emails and multiple telephone discussions with Ian Aversa (Counsel for Spergel), Brendan Bissell (Counsel for CEFL), Harvey Chaiton (Counsel for Landlord) and Gus Camellino (Counsel for Eveley) in an effort to finalize IR Order; receipt and review of multiple drafts of IR Order; receipt and review of draft Occupation Agreement; telephone discussion with Dawn Eveley regarding gaining access to premises and books and records so as to enable viability review to commence; email exchange with Insurance Broker to begin process of obtaining insurance for premises;	7.00	\$525.00	\$3,675.00
Fri	04/24/2020	Lengthy telephone discussion with Brekon Husband insurance broker for Eveley and its current policy of insurance; email request to insurance broker as to pur requirement for insurance and requesting current insurable values so as to enable us to canvass the market for other coverage; receipt and response to email from Brent Keenan with respect to post-appointment progress;	1.25	\$525.00	\$656.25
Sat	04/25/2020	Email exchange with Brendan Bissell regarding his client's concerns relative to progress; telephone discussion with Brendan Bissell in this regard; email to Receiver's Counsel looking for a work-around to get us into the premises absent the Occupation Agreement and insurance for purposes of re-booting servers; email to Harvey Chaiton requesting a copy of insurance policy which his client may have in its capacity as Landlord and with respect to gaining access for the limited purpose of re-booting servers; follow-up email to Eveley insurance broker to see if we can piggy back on the existing insurance and to obtain a copy of current insurance values thus enabling Receiver to obtain alternative insurance coverage; telephone discussions with Landlord to facilitate site visit for April 26; coordinating site visit for April 26 with Landlord, Dawn Eveley and controller for Eveley International.	1.25	\$525.00	\$656.25
Sun	04/26/2020	Telephone discussion with MM regarding site visit; texts to Dawn Eveley regarding insurance policy; review of financial information provided by Landlord; review of January 2019 equipment appraisal; receipt of copy of email to Brendan Bissell reporting on site visit; numerous text requests to Dawn Eveley regarding copy of insurance policy.	0.50	\$525.00	\$262.50

Filters Used:

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Philip H. Gennis (PGE)					
Mon	04/27/2020	Receipt, review and execution of Occupancy Agreement; multiple email exchanges regarding insurance for premises; receipt and review of FCA Insurance Survey; email to Counsel regarding insurance; email and text exchanges with Landlord regarding building construction;	2.00	\$525.00	\$1,050.00
Tues	04/28/2020	ind transmit Occupation Agreement to Landlord and its Counsel; On-going email exchanges with insurance brokers aimed at getting alternate insurance coverage less costly than FCA; request and obtain Insurance Certificate from FCA for transmittal to Landlord pursuant to Occupation Agreement.	1.00	\$425.00	\$425.00
Wed	04/29/2020	Email exchange with Counsel for Landlord regarding occupation agreement and changing of locks but granting access by Landlord on 48 hours notice; email exchange with IR's Counsel in this regard; email exchange with Counsel for CEFL regarding borrowing pursuant to IR Borrowing Certificate; email exchange with Breckon Husband former insurance broker for Eveley regarding transferring existing insurance to IR to allow for product liability coverage thus permitting release of finished product; email exchange with second insurance broker with respect to possibly getting alternative insurance coverage at a significantly lower cost than FCA Insurance; receipt and review of Covid-19 Acknowledgment from Counsel to IR for signature by all who come into contact with premises thus avoiding exposure to liability; on-going email exchanges with Brendan Bissell (Counsel to CEFL) and Gusd Camelino (Counsel to Eveley) regarding issues facing the IR; dealing with FCA Insurance to get temporary coverage in advance of confirming coverage with alternative insurers.	1.50	\$525.00	\$787.50
Thur	04/30/2020	Telephone discussions with Breckon Husband regarding insurance coverage; telephone discussion with Dawn Eveley regarding revenue value for completed orders and subsequent email exchange in this regard	0.50	\$525.00	\$262.50
Fri	05/01/2020	Receipt and review of invoice from Landlord and forwarding same to Counsel for CEFL; email exchange regarding inaccuracies on rent invoice; calculate proper per diem rental and forwarding same to Landlord and its Counsel; email exchange with current insurance broker regarding coverage obtained to date.	1.00	\$525.00	\$525.00
Sun	05/03/2020	Receipt and review of email from Brent Keenan; response to email setting up conference call for Monday.	0.50	\$525.00	\$262.50
Mon	05/04/2020	Telephone discussion with MM in advance of conference call with Brent Keenan of CEFL; conference call with MM and Brent Keenan of CEFL.; receipt and review of December 2019 FS for Eveley; follow-up with insurance brokers regarding replacement insurance	1.00	\$525.00	\$525.00

Filters Used:

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Philip H. Gennis (PGE)					
Tues	05/05/2020	Receipt and review of email from creditor of Eveley regarding overdue account; arranging for wire transfer of rent to May 7th upon receipt of borrowing from Brebt Keenan; receipt and review of email from Breckon Husband confirming that Chubb insurance is prepared to add the Receiver as an additional named insured on the existing policy which includes product liability; responding email to Breckon Husband requesting detailed summary of coverages and premium payable for each; email exchange with Lawrie Insurance Group requesting update on their efforts to obtain alternate insurance coverage for the interim receivership and ultimately the receivership; email exchange with FCA with respect to inventory and product liability coverage and being advised that inventory coverage would be available but product liability would not be made available.	1.00	\$525.00	\$525.00
Wed	05/06/2020	Receipt and review of insurance proposal from current broker; email exchange with FCA regarding expanded coverage for inventory and product liability; telephone discussion with MM and DE regarding delivery of financial information; telephone discussion with CTEA (Don Moore) regarding member insurance programme with Travellers Insurance; telephone discussion with Brent Keenan regarding insurance costs, need for additional borrowing limit and lack of financial information; prepare and execute Receiver's Borrowing Certificate and transmittal to Brent Keenan at CEFL; email to Gus Camellino regarding lack of cooperation from Dawn Eveley; telephone call with Canadian Transport Equipment Association (CTEA) regarding group insurance for member firms of which Eveley is one; email to Marsh Canada regarding CTEA Insurance Programme; email response to John regarding Huntsville Heated Mini Storage; responding email to Brendan Bissell regarding ability of customers to cancel orders notwithstanding IR Order; email exchange and telephone discussion with Brent Keenan; email to Brendan Bissell and Brent Keenan regarding Motion to increase borrowing limit;	1.25	\$525.00	\$656.25
Thur	05/07/2020	Email exchange with Brent Keenan regarding status of investigation; email exchange with Dawn Eveley regarding timing of the provision of financial information; email exchange with Chad Brownles regarding potential alternate insurance coverage; email exchange with Altaz Bandali from Marsh Canada regarding CTEA insurance products; email from Brendan Bissell regarding request for additional borrowing power and responding email;	0.75	\$525.00	\$393.75
Fri	05/08/2020	Conference call with Marsh Canada and Brent Keenan regarding CTEA Group Insurance coverage only to find out that such was not available; telephone discussion with Brendan Bissell in response to my email to him yesterday; telephone discussion with Brent Keenan; Telephone discussion with Chad Brownless of Lawrie Insurance Group regarding alternative insurance; email to Breckon Husband requesting confirmation as to whether his insurer would consider issuing a six month policy with premiums being paid in two instalments as well as the cost to us for early cancellation in the event the insurance is no longer required;	1.00	\$525.00	\$525.00
Mon	05/11/2020	Email exchange with insurance brokers with respect to replacement insurance for the Eveley IR; telephone discussion with Breckon Husband regarding Chubb policy; email exchange with Counsel with respect to additional borrowing power for IR;	0.50	\$525.00	\$262.50

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Philip H. Gennis (PGE)					
Tues	05/12/2020	Email from Dawn Eveley extending delivery of financial information yet again; review of dated financial statements provided; telephone discussion with MM regarding delay; telephone discussion with Brendan Bissell; email from Receiver's Counsel requesting update on financial disclosure; email to Counsel for Company advising of further delay and expressing concern given the timelines for reporting under the IR Order;	0.75	\$525.00	\$393.75
Thur	05/14/2020	Email from Landlord requesting copies of utility bills; email exchange with Counsel for Company; email exchange with Counsel for stakeholders regarding the challenges in obtaining appropriate financial information with supporting documentation; conference call with MM and Counsel for IR (Aversa and Nemers); receipt and review of draft letter from Counsel for IR to Counsel for Company regarding repetitive delays in providing necessary financial information with which to opine on the financial viability of the Company; review of comments suggested by MM to draft letter from IR Counsel to Company Counsel.	0.50	\$525.00	\$262.50
Fri	05/15/2020	Email response from Counsel for the Company to IR Counsel's letter; email from Company's controller alleging miscommunication with respect to requested documentation; review of draft response to Gus Camelino to his previous email regarding delays and purported miscommunication as to what IR required to opine on financial viability;	0.50	\$525.00	\$262.50
Sat	05/16/2020	receipt and cursory review of A/R and AS/P Reports as at March 31 and internal Q1 Financial Statements; receipt and review of draft email to Sandra McDonald, controller for Company; receipt and review of Counsel comments to draft email; email exchange with Sandra McDonald with respect to financial information and responses to enquiries made by IR to the Company; receipt and cursory review of 6 month forecast provided by controller at 10:30pm Saturday evening;	0.75	\$525.00	\$393.75
Sun	05/17/2020	Draft V1 of IR Report without financial analysis.	3.00	\$525.00	\$1,575.00
Tues	05/19/2020	Receipt and review of email exchange with Sandra McDonald, controller of Eveley; Telephone discussion with MM regarding email exchange with Sandra McDonald; conference call with Counsel regarding delays in company providing financial information and clarification of the information already provided; telephone discussion with FCA Insurance regarding on-going coverage. telephone discussion with Brekon Husband Company's current insurance broker regarding retention of existing insurance on a go-forward basis; email to Harvey Chaiton, Counsel for Landlord enquiring whether, if the Company paid up all arrears would the Landlord re-instate the lease and allow the Company to operate out of the current premises; receipt of emails from Perfection Liquidations and Infinity Assets; email from AON Insurance regarding payment of outstanding premiums.	1.00	\$525.00	\$525.00
Wed	05/20/2020	Receipt and review of email exchange with Receiver's Counsel regarding willingness of Landlord to permit Company to re-lease premises as part of its effort at restructuring its financial circumstances; review of draft email from IR Counsel to Counsel for Debtor regarding compromise solution to permit finished goods to be shipped upon execution of release of any and all liability as against IR, given the absence of product liability insurance; email exchange with IR Counsel and Counsel for Landlord aimed at negotiating continued occupation in the event that the IR becomes a full Receiver;	1.00	\$525.00	\$525.00

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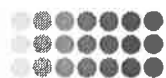
File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Philip H. Gennis (PGE)					
Thur	05/21/2020	Conference call with Brendan Bissell, Ian Aversa, Jeremy Nemers and Mukul Manchanda regarding impending course of action transitioning IR to a full receivership; In excess of 24 emails exchanged between Counsel for IR, the IR, and Counsel for Eveley regarding finished goods being shipped; receipt and review of waiver to be signed by all customers in advance of shipping finished goods which waiver absolves IR of any liability ensuring that the sale is being made on an "as-is, Where-is" basis; receipt and review of revised draft of Rspport of IR to Court dated May 17, 2020; receipt, verification and processing of payment of occupation costs to May 21st; cursory review of forecast provided by company controller;	1.50	\$525.00	\$787.50
Fri	05/22/2020	Receipt and review of email from Counsel for CEFL to Counsel for Landlord and Company regarding transition from IR to full receivership and proposing terms of such transition; review of forecast delivered by Company to IR;	0.50	\$525.00	\$262.50
Mon	05/25/2020	Internal discussion with MM regarding transition from IR to full receivership; call with IR Counsel regarding transition issues review of draft Occupation Agreement; review and comment upon final draft Receivership Order and potential for transitional Order continuing IR Order until final draft Receivership Order has been approved by stakeholders; conference call with Ian Aversa regarding scheduled hearing to appoint Receiver.	1.00	\$525.00	\$525.00
Philip H. Gennis (PGE)			36.25		\$18,931.25
Rashid Peeroo (RPR)					
Mon	05/11/2020	Travel to site for supervision of GFL bin removal. Walk through of property and locking up. Travel to office.	3.00	\$200.00	\$600.00
Fri	05/22/2020	Travel to site for supervision of product shipping. Walked perimeter and locked up. Travel back to office.	4.00	\$200.00	\$800.00
Rashid Peeroo (RPR)			7.00		\$1,400.00
Total for File ID AAEVEL-R:			115.55		\$47,776.25
Grand Total:			115.55		\$47,776.25

**This is Exhibit "2" of the Affidavit of
Mukul Manchanda
Sworn before me on this 3rd day of November, 2020**


A Commissioner, Etc.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022



SPERGEL

October 01, 2020

Invoice #: 11954

Eveley International Corp.

Billing Period: Aug 31, 2020

Invoice

RE: Eveley International Corp.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	75.20	\$525.00	\$39,480.00
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.70	525.00	367.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.20	375.00	75.00
Mukul Manchanda, CPA, CIRP, LIT	58.80	395.00	23,226.00
Rashid Peeroo	27.00	200.00	5,400.00
Others	63.15	234.37	14,800.50
Total Professional fees	225.05	\$370.36	\$83,349.00
HST			10,835.37
Total			\$94,184.37

HST Registration #R103478103

(AAEVEL-R)

msi Spergel Inc. 505 Consumers Road, Suite 200, Toronto, Ontario M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199 • www.spergel.ca

Bartle 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813

Member - Canadian Association of Insolvency and Restructuring Professionals

Filters Used:

- Time Entry Date: 1/01/70 to 8/31/20
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MSGG - Detailed Time Dockets

Printed on: 9/02/20

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Thur	05/28/2020	Review and approve disbursements	0.10	\$525.00	\$52.50
Thur	06/11/2020	Review and approve disbursementt	0.10	\$525.00	\$52.50
Mon	06/22/2020	Review and approve accounts payable	0.10	\$525.00	\$52.50
Wed	07/22/2020	Review accounts payable, sign cheques	0.30	\$525.00	\$157.50
Thur	08/27/2020	Review and sign cheque	0.10	\$525.00	\$52.50
Deborah Hornbostel (DHO)			0.70		\$367.50
Frieda Kanarls (FKA)					
Fri	06/05/2020	Prepare Notice of Receiver, fax to OR.	0.80	\$250.00	\$200.00
Mon	06/08/2020	Review certificate of appointment, update Ascend with estate number.	0.20	\$250.00	\$50.00
Wed	06/10/2020	T/c with creditor, email Notice of Receiver.	0.30	\$250.00	\$75.00
Thur	06/11/2020	Prepare Interim billing and Notice of Application for Taxation and discharge of Interim Receiver.	0.60	\$250.00	\$150.00
Mon	06/15/2020	Fax form 18, Notice of Application for Taxation of Accounts to O.R.; photocopy Notice and mailing to creditor, prepare Affidavit of mailing; email to Rocco re cutting grass.	1.10	\$250.00	\$275.00
Wed	06/17/2020	Prepare posting for funds received.	0.20	\$250.00	\$50.00
Thur	06/18/2020	Requisition payment for payable.	0.20	\$250.00	\$50.00
Mon	06/22/2020	Email to Lockit re site maintenance.	0.20	\$250.00	\$50.00
Thur	06/25/2020	Review and requisition payment for payables.	0.30	\$250.00	\$75.00
Thur	07/02/2020	Attend to mail redirection; review exchange of emails re attending at premises; travel to Stoney Creek, meeting with Ray Brown.	3.50	\$250.00	\$875.00
Fri	07/03/2020	T/c and emails with Alectra Utilities and Enbridge Gas re opening new accounts ; t/c with CRA, complete RC59 and GST10 forms, fax to CRA to open RT0002 account.	1.20	\$250.00	\$300.00
Mon	07/06/2020	Review emails re attending at premises; review and respond to email from Jason Munt (Vendo-matic) re vending machines on site.	0.40	\$250.00	\$100.00
Tues	07/07/2020	Review emails, forward wire transfer details; prepare posting for WTF.	0.40	\$250.00	\$100.00
Wed	07/08/2020	Travel to Stoney Creek, meet with Dawn, oversee shipment to Max-Atlas.	3.50	\$250.00	\$875.00
Thur	07/09/2020	Email to Dawn re incoming WTF from Max-Atlas; send emails to interested parties scheduling appointments to view assets.	0.70	\$250.00	\$175.00
Fri	07/10/2020	Exchange of emails with interested parties scheduling appointments for viewing.	1.30	\$250.00	\$325.00
Mon	07/13/2020	Exchange of emails with interested parties, forward NDA's, schedule appointments for viewing assets; t/c's with PG and Dawn.	1.50	\$250.00	\$375.00
Tues	07/14/2020	Travel to premises, meet with interested parties to view assets; compile outstanding A/R invoices.	5.50	\$250.00	\$1,375.00
Wed	07/15/2020	Travel to premises, meet with interested parties to view assets.	5.00	\$250.00	\$1,250.00
Thur	07/16/2020	Update schedule of interested parties; t/c and email to schedule appointment to view assets; requisition payment for payables; draft demand letters for accounts receivables.	1.70	\$250.00	\$425.00
Mon	07/20/2020	Exchange of emails scheduling viewing of assets; prepare and email invoice to Max-Atlas, prepare posting for WTF received; t/c's from employees; email to Dawn Eveley.	1.10	\$250.00	\$275.00
Tues	07/21/2020	Travel to premises to allow access to view assets; finalize demand letters.	4.90	\$250.00	\$1,225.00
Wed	07/22/2020	Travel to premises to allow access to view assets; meet with Dawn and Sandra; mail out demand letters to account debtors; prepare postings for WTF.	3.80	\$250.00	\$950.00

Filters Used:

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Frieda Kanaris (FKA)					
Fri	07/24/2020	Exchange of emails re scheduling appointment for asset viewing and with landlord to view premises; t/c to Praxair.	0.60	\$250.00	\$150.00
Mon	07/27/2020	Exchange of emails re attending at premises to allow access to interested parties.	0.40	\$250.00	\$100.00
Tues	07/28/2020	Attend at premises to allow access to interested parties to view assets and Benny (landlord).	5.50	\$250.00	\$1,375.00
Wed	07/29/2020	T/c with CRA; exchange of emails with Dawn re HST and ETD, scan and email CRA statement to PG.	0.40	\$250.00	\$100.00
Thur	07/30/2020	T/c's and exchange of emails with account debtors, scan and email copies of o/s invoices; review proposals and update schedule; forward wire transfer info.	1.90	\$250.00	\$475.00
Tues	08/04/2020	Review offers and update schedule with details of offers received; t/c with account debtor.	3.00	\$250.00	\$750.00
Wed	08/05/2020	Prepare and mail letter to RBC to freeze bank account.	0.40	\$250.00	\$100.00
Fri	08/07/2020	T/c's and emails with Dawn and Max-Atlas re order.	0.30	\$250.00	\$75.00
Thur	08/13/2020	General	0.50	\$250.00	\$125.00
Tues	08/18/2020	Review and requisition payment for payables including insurance; t/c with Dawn Eveley.	0.60	\$250.00	\$150.00
Wed	08/19/2020	Review and respond to email from account debtor; review o/s receivables.	0.40	\$250.00	\$100.00
Mon	08/24/2020	T/c's to Dawn Eveley, left voice mail message; review redirected mail.	0.50	\$250.00	\$125.00
Tues	08/25/2020	Prepare postings for deposits received from offers.	0.30	\$250.00	\$75.00
Mon	08/31/2020	T/c with PG, prepare WTF for refund of deposits.	0.50	\$250.00	\$125.00
Frieda Kanaris (FKA)			53.70		\$13,425.00
Gillian Goldblatt (GGO)					
Wed	07/22/2020	sign cheque	0.10	\$375.00	\$37.50
Thur	08/20/2020	review and approve disbursements.	0.10	\$375.00	\$37.50
Gillian Goldblatt (GGO)			0.20		\$75.00
Hinna Shalkh (HSH)					
Wed	05/27/2020	Updated site	0.10	\$120.00	\$12.00
Fri	05/29/2020	Updated site	0.10	\$120.00	\$12.00
Wed	06/17/2020	Updated site	0.10	\$120.00	\$12.00
Mon	06/29/2020	Updated site	0.10	\$120.00	\$12.00
Hinna Shalkh (HSH)			0.40		\$48.00
Haran Sivanathan (HSI)					
Mon	06/08/2020	General	0.50	\$150.00	\$75.00
Thur	06/11/2020	General	0.25	\$150.00	\$37.50
Thur	06/11/2020	General	0.20	\$150.00	\$30.00
Tues	06/16/2020	General	0.70	\$150.00	\$105.00
Wed	07/15/2020	General	1.50	\$150.00	\$225.00
Wed	07/22/2020	General	0.60	\$150.00	\$90.00
Haran Sivanathan (HSI)			3.75		\$562.50
Inga Friptuleac (IFR)					
Mon	06/08/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	06/15/2020	Deposits, Issue cheques	0.80	\$125.00	\$100.00
Mon	06/22/2020	Issue cheques	0.80	\$125.00	\$100.00
Mon	07/20/2020	Issue cheque, Post WT	0.60	\$125.00	\$75.00
Mon	07/27/2020	Issue cheque, Post WT	0.20	\$125.00	\$25.00

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MSGG - Detailed Time Dockets

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Inga Friptuleac (IFR)					
Mon	08/17/2020	Issue cheques	0.80	\$125.00	\$100.00
Mon	08/24/2020	Deposit; Issue cheque	0.60	\$125.00	\$75.00
Inga Friptuleac (IFR)			4.00		\$500.00
Mukul Manchanda (MMA)					
Tues	05/26/2020	Attended at the court hearing. Receipt and review of an email from J. Nemers containing the revised receivership order. Conference call with B. Bissel, P. Gennis and I. Aversa regarding the draft order and the changes proposed by H. Chaiton. Receipt and review of an email from B. Bissel to H. Chaiton proposing further changes to the order. Review of multiple email exchanges between counsels regarding the draft order. Receipt and review of email exchanges with respect to insurance coverage.	1.70	\$395.00	\$671.50
Wed	05/27/2020	Receipt and review of an email to B. Husband with respect to insurance. Multiple lengthy telephone discussions with counsels. Review of iterations of Occupation agreement and provided comments. Review of iterations of Receivership Order and provided comments. At length discussion with I. Aversa, B. Bissel and P. Gennis with respect to the position taken by H. Chaiton on the Occupancy Agreement and the implications of same.	3.80	\$395.00	\$1,501.00
Thur	05/28/2020	Email exchanges with P. Gennis, B. Bissel and I. Aversa regarding WIP. Review of email exchanges and telephone discussions with respect to insurance. Receipt and review of an email from H. Chaiton advising that his client will agree to the once month extension with respect to the Occupation Agreement. Conference call with counsels with respect to the Occupation Agreement and the Receiver's position regarding the go forward plan. Receipt and review of an email from I. Aversa to H. Chaiton regarding the occupancy agreement. Call with counsel regarding transition from IR to R. Attended the court hearing. Discussion with counsels regarding the sales and marketing process and the continuation of the viability study. Discussion regarding obtaining appraisals and net minimum guarantee proposal from auctioneer with respect to equipment. Receipt and review of email from B. Bissel advising that he will need get instructions from his client regarding the potential exposure. Receipt and review of multiple email exchanges with respect to proposed endorsement. Receipt and review of the appraisal from CEFL. Telephone discussion with A. Moskowitz regarding obtaining an appraisal and providing a net minimum guarantee. Arranged for access to the premises for tomorrow for A. Moskowitz. Continue review of the financial forecast. Conference call with counsel regarding the insurance issue and email received from B. Husband. Receipt, review and approve payables.	4.50	\$395.00	\$1,777.50
Fri	05/29/2020	Receipt and review of email exchanges between I. Aversa and B. Bissel regarding go forward plan. Continue reviewing the financial forecast and supporting documents. Commence preparing an integrated cash flow forecast with the opening numbers and the forecasted income statement provided. Receipt and review of an email from A. Coluccio regarding insurance and outstanding premiums.	5.50	\$395.00	\$2,172.50

Filters Used:

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	06/01/2020	Review of email exchanges with B. BKennan regarding copies of purchase invoices related to the equipment. Telephone discussion with B. Bissel regarding commencing the work with relation to viability study of the business. Receipt and review of an email from B. Bissel confirming same. Continue review of the financial information.	1.00	\$395.00	\$395.00
Tues	06/02/2020	Participated in a conference call with B. Bissell, I. Aversa and P. Gennis regarding issues surrounding the occupation of the premises. Participated in conference calls between Receiver and its Counsel regarding occupation costs relative to the premises and the potential costs of the receivership. Review of analysis of costs of proceeding. Conference call with Receiver's Counsel during the evening hours regarding analysis to be provided to Counsel for CEFL as well as further draft Occupation Agreement and Receivership Order; receipt and review of revised Insurance Quote from Chad Brownlee;	2.00	\$395.00	\$790.00
Wed	06/03/2020	Receipt and review of email exchanges regarding insurance. Receipt and review of an email from B. Bissel outlining his client's position with respect to tomorrow's motion. Review email exchanges between counsels regarding the occupation issues. participated in conference calls with counsels regarding the issues at hand and the upcoming hearing tomorrow.	1.50	\$395.00	\$592.50
Thur	06/04/2020	Receipt and review of an email from A. Moskowitz containing the appraisal of the assets and a net minimum guarantee for auctioning same. Attended the court hearing and participated in discussion with counsel after the court hearing. Receipt and review of draft endorsement of HHJ McEwen. Email exchange with Counsel regarding continuation of viability study in light of the endorsement of HHJ McEwen. Call with Counsel to review and revise endorsement of HHJ McEwen. Review of email exchange between counsels with respect to proposed revisions. Rmail from B. Bissell in support of Receiver's Counsel proposed amendments to endorsement. Receipt and review of email exchange between Counsel for CEFL and Counsel for Landlord regarding proposed endorsement to be put forward to HHJ McEwen; Receipt and review of email from H. Chaiton putting forward further revised endorsement. Receipt and review of email from Receiver's Counsel containing the draft Discharge Order. Email from B. Bissell with further amendments to endorsement. Receipt of further blackline amendments to endorsement from Counsel for Receiver. Email from B. Bissell recounting discussion that he had with H. Chaiton regarding endorsement. Email from Receiver's Counsel accepting proposed amended endorsement save and except one matter. Multiple telephone discussions with I. Aversa regarding the sales process and the increased borrowing power of the Receiver. Agreed to present the sales process by July 17th. Emails between Counsel proposing revised date of June 17th to prepare and present the sales process. Email from Receiver's Counsel regarding response to email from AON Insurance Brokers. Receipt and review of final version of endorsement to be presented to HHJ McEwen.	3.00	\$395.00	\$1,185.00
Fri	06/05/2020	Email exchanges with B. Keenan with regards to a call to discuss the matter. Participated in a call with B. Kennan. Provided the requested information. Review, approve and sign the notice and statement of the receiver.	0.70	\$395.00	\$276.50

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Tues	06/09/2020	Telephone call from Arbour Welding regarding the status of the receivership and requesting information with respect to the status of the order placed with the company. Email exchanges with Arbour Welding regarding same. Sent an email to G. Camelino requesting information with respect to the deposit paid by Arbour Welding. Email exchanges and telephone discussion with B. Keenan with respect to the access at the premises and the appraisal of the equipment.	0.60	\$395.00	\$237.00
Wed	06/10/2020	Email exchanges with I. Aversa with respect to lack of response from the company to various requests from the receiver. Receipt and review of an email from P. Gennis containing a rough calculation of the borrowings required to fund the receivership.	0.40	\$395.00	\$158.00
Thur	06/11/2020	Receipt and review of an email from I. Aversa requesting a response to my 3 unanswered queries. Receipt and review of an email from P. Gennis to B. Kennan providing estimated cost to be funded.	0.20	\$395.00	\$79.00
Fri	06/12/2020	Voicemail message from G. Camelino regarding the outstanding requests. Review of an email from I. Aversa regarding same. Email exchanges with I. Aversa regarding the sales and marketing process.	0.50	\$395.00	\$197.50
Mon	06/15/2020	Receipt and review of an email from B. Keenan with respect to funding. Review of email exchanges with the landlord with respect to access to the premises and looking after the lawn.	0.30	\$395.00	\$118.50
Tues	06/16/2020	Discussion with P. Gennis with respect to the telephone call received from H. Chaiton regarding purported Assignment of Debt and Security from CEFL/CWB to 256. Review of email exchanges with counsel regarding same. Review of email exchanges with respect to arranging site attendance for the Landlord. Conference call with Counsel regarding possible assignment of debt and security. Receipt and review of the invoice from the landlord with respect to rent for premises for period from May 22 to June 4. Review of email exchange with counsel regarding purported assignment of debt and security to 256 and need for a copy of Platinum appraisal. Participated in a conference call in this regard with counsel.	1.50	\$395.00	\$592.50
Wed	06/17/2020	Receipt and review of an email from Arbour Welding following up on the previous request. Forwarded same to Dawn and Sandra. Receipt and review of an email from H. Chaiton asking for a copy of the appraisal. Receipt and review of an email from P. Gennis to H. Chaiton advising that we are considering his request and will consult with counsel regarding same. Receipt and review of an email from H. Chaiton with respect to the appraisal. Drafted and email the proposed marketing and sales process to I. Aversa. Lengthy telephone discussion with I. Aversa regarding outstanding issues.	2.50	\$395.00	\$987.50
Thur	06/18/2020	Receipt, review and approve payables. Receipt and review of the confidentiality agreement prepared by I Aversa to be provided to the proposed lender of the landlord. Receipt and review of an email from J. Nemers to J. Doyle providing the NDA.	0.50	\$395.00	\$197.50
Fri	06/19/2020	Email exchanges and telephone discussion with I. Aversa regarding release of the appraisal.	0.30	\$395.00	\$118.50
Sat	06/20/2020	Sent an email to I. Aversa advising that sharing the appraisal with a third party is out of the ordinary course of receivership and asked for a call to discuss. Sent an email to I. Aversa providing him with a copy of the appraisal.	0.20	\$395.00	\$79.00

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	06/22/2020	Participated in a conference call with I. Aversa and P. Gennis to discuss the request from Peel Financial for a copy of the Appraisal obtained by the Receiver. Review of email exchanges between I. Aversa and B. Bissell regarding same. Participated in a conference call with B. Bissell, I. Aversa and P. Gennis regarding the request. B. Bissell advised that he will seek instructions from his clients regarding the disclosure of the appraisal and revert back. Receipt and review of two emails from B. Bissell advising that both his clients CWB and CEFL are opposed to providing a copy of the appraisal to Peel Financial. Review of further email exchange between I. Aversa and B. Bissell.	1.00	\$395.00	\$395.00
Tues	06/23/2020	Participated in a conference call with counsel regarding sharing the appraisal. Receipt and review of the draft Order and draft Occupation Agreement. Email exchanges with Counsel regarding the decision not to release the Appraisal. Review of email exchanges regarding insurance. Continue review of both the receivership order and occupancy agreement. Receipt and review of the cost analysis. Amended same and emailed to I. Aversa to circulate to the stakeholders. Receipt and review of email chain between Counsel for all stakeholders. Review of GL for receivership estate. On-going email exchange between Counsel for stakeholders regarding finalizing borrowing power in receivership order and occupancy agreement.	2.50	\$395.00	\$987.50
Wed	06/24/2020	Review of multiple email exchanges between counsels regarding finalizing materials. Review of various versions of the draft occupation agreement and receivership order. Telephone discussion with I. Aversa regarding same.	1.50	\$395.00	\$592.50
Thur	06/25/2020	Receipt and review of an email exchanges between counsel regarding finalizing the order and occupancy agreement and writing to Her Honour to obtain an order. Receipt and review of the executed copy of the occupation agreement. Receipt and review of an email from B. Bissell containing the revised order. Drafted a teaser document for requesting expressions of interest in the property of the company and emailed same to counsel for comments. Receipt, review and approve payables.	0.80	\$395.00	\$316.00
Fri	06/26/2020	Email exchanges and telephone discussions with A. Moskowitz and P. Gennis regarding attendance at the premises for pre inspection purposes. Receipt and review of an email from B. Bissell containing the Receivership Order. Receipt and review of an email from I. Aversa to H. Chaiton containing the occupancy agreement. Receipt and review of an email from H. Chaiton advising that he will forward same on to his client. Receipt and review of an email from J. Nemers containing comments regarding the teaser document. Receipt and review of an email from I. Aversa asking if he should start preparing a draft APA. Sent an email instructing to him to prepared the draft APA.	0.90	\$395.00	\$355.50
Sat	06/27/2020	Review of email exchanges with Benny regarding attendance at the premises. Review of emails regarding an ad in the insolvency insider. Telephone discussions with P. Gennis regarding same. Receipt, review and approve the website posting.	0.30	\$395.00	\$118.50

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	06/29/2020	Receipt and reveiw of the assets listing, disclaimer and draft communication to the liquidators. Receipt and review of email exchanges with B. Husband. Review of email exchanges with Benny regarding attendance at the premises. Travel to the premises and met with Benny and A. Moskowitz. Completed site inspection and agreed with the landlord on the protocol of capping lines and vents. Meeting with two former employees regarding their claim on certain tools. Reviewed the required documents and released the tools. Travel back.	4.50	\$395.00	\$1,777.50
Tues	06/30/2020	Receipt and review of multiple emails regarding purchase of the assets. Review of the borrowing availability and prepared an analysis of the costs to be paid through the course of the Receivership. Receipt and review of an email to B. Keenan regarding the sales process and a request for an advance. Email exchanges with F. Kanaris with respect to opening utility accounts. Review of the accounts receivable listing.	0.90	\$395.00	\$355.50
Wed	07/01/2020	Sent an email to F. Kanaris asking her to do the mail redirection and start collections of receivable. Review of email exchanges regarding attendance at the premises to allow access to the appraiser of Benny. Receipt and review of an email from R. Tuzi regarding maintenance at the property. Receipt and review of an email from B. Keenan requesting additional information.	0.40	\$395.00	\$158.00
Thur	07/02/2020	Receipt and review of an email from E. Marshall containing the asset listing. Receipt and review of an email from P. Gennis to B. DiFranco.	0.30	\$395.00	\$118.50
Sun	07/05/2020	Receipt and review of email exchanges between P. Gennis, D. Eveley and B. Keenan regarding shipment to Max Atlas. Telephone discussion with P. Gennis regarding same.	0.20	\$395.00	\$79.00
Mon	07/06/2020	Telephone discussion with P. Gennis regarding the Max Atlas order. Review of email exchanges with Max Atlas regarding the shipment. Receipt and review of an email from B. Keenan regarding the Max Atlas order. Receipt and review of an email from I. Aversa regarding access to the landlord for appraisal purposes.	0.30	\$395.00	\$118.50
Tues	07/07/2020	Receipt and review of the changes made to the ND y Dexter. Telephone discussion with P. Gennis regarding same.	0.30	\$395.00	\$118.50
Fri	07/10/2020	Receipt and review of an email from B. Keenan. Discussion with P. Gennis regarding same.	0.20	\$395.00	\$79.00
Mon	07/13/2020	Prepared an interim statement of receipts and disbursements and the proposed distributions and emailed same to P. Gennis. Receipt, review and responded to inquiries from parties interested in the assets. Telephone call from various creditors regarding the status of the receivership. Review of email exchanges regarding the floor plan. Receipt and review of an email from P. Gennis to B. Keenan containing, amongst other things, the interim R&D.	1.20	\$395.00	\$474.00
Wed	07/15/2020	Email exchanges with F. Kanari regarding collection of receivables and backup documents of same. Receipt and review of the building inspection report from E. Marshall. Telephone discussion with A. Moskowitz regarding same.	0.50	\$395.00	\$197.50
Thur	07/16/2020	Review and approve payables. Receipt and review of an email regarding release of the vending machine. Review of the suporting documents. Instructed F. Kanaris to release the vending machine.	0.30	\$395.00	\$118.50

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	07/20/2020	Review of email exchanges between C. Nyusa and P. Gennis regarding the borrowings and receiver's certificate with relation to same. Receipt and review of email exchanges with B. DiFranco regarding the property tax bill. Email exchanges with F. Kanaris regarding administering WEPPA. Instructed F. Kanaris to reach out to D. Eveley to put together the information required to administer WEPPA.	0.40	\$395.00	\$158.00
Mon	07/27/2020	Receipt and review of an email from Arbour Welding regarding the outstanding receivable.	0.20	\$395.00	\$79.00
Tues	07/28/2020	Receipt and review of an email from B. Bissell regarding CEFL and CWB putting an offer for the assets.	0.20	\$395.00	\$79.00
Wed	07/29/2020	Receipt, review and approve payable. Email exchanges with J. Munt regarding removal of the Vending machine. Discussion with P. Gennis regarding the email received from B. Bissell.	0.30	\$395.00	\$118.50
Tues	08/04/2020	Review of the bid summary. Telephone discussion with P. Gennis regarding same. Review of the LOI submitted by CEFL and CWB and compared to other offers. Telephone discussion with P. Gennis regarding priority payables. Receipt and review of an email from P. Gennis to I. Aversa regarding the bids.	0.50	\$395.00	\$197.50
Wed	08/05/2020	Receipt and review of an email from I. Aversa outlining points of discussions with respect to the offers received as part of the sales process. Participated in a telephone conversation with I. Aversa, J. Nemers and P. Gennis.	0.80	\$395.00	\$316.00
Thur	08/06/2020	Review of email exchanges between counsels regarding the credit bid. Receipt and review of email exchanges between B. Keenan and P. Gennis regarding viewing of assets tomorrow. Telephone discussion with P. Gennis regarding the information requested by B. Bissell. Sent an email to I. Aversa providing him with the information requested by B. Bissell.	0.40	\$395.00	\$158.00
Mon	08/17/2020	Email exchanges with respect to extending the occupation period. Receipt and review of an email from J. Nemers containing the draft confidentiality agreement and agreement of purchase and sale. Participated in a conference call with I. Aversa, J. Nemers and P. Gennis. Receipt and review of an email from J. Nemers to H. Chaiton containing the confidentiality agreement.	2.00	\$395.00	\$790.00
Tues	08/18/2020	Receipt and review of an email from H. Chaiton regarding the requirement to sign a confidentiality agreement.	0.20	\$395.00	\$79.00
Wed	08/19/2020	Receipt and review of an email from J. Nemers containing the security opinion. Receipt and review of an email from J. Nemers to B. Bissell containing the draft APS.	0.50	\$395.00	\$197.50
Thur	08/20/2020	Receipt and review of a draft email to H. Chaiton from I. Aversa regarding extending the occupation period. Sent an email providing comments. Receipt and review of email exchanges between I. Aversa and B. Bissell regarding extending the occupation period. Receipt and review of an email from B. Keenan containing an extensive information request. Telephone discussion with T. Kafato regarding the receivership. Review of email exchanges between B. Bissell and I. Aversa regarding extension of the occupation period.	1.00	\$395.00	\$395.00
Fri	08/21/2020	Participated in a conference call with CEFL and KPMG. Conference call with KPMG regarding information available to the receiver. Review of email exchanges regarding same. Receipt and review of a lengthy email from B. Bissell regarding the LOI and the assets covered under same. Conference call with I. Aversa and P. Gennis regarding same.	2.00	\$395.00	\$790.00

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File Name (ID): Eveley International Corp. (AAEEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Wed	08/26/2020	Multiple email exchanges with I. Aversa and P. Gennis regarding the APS. Conference call with I. Aversa, J. Nemers and P. Gennis. Receipt review and approve payable.	1.10	\$395.00	\$434.50
Thur	08/27/2020	Receipt review and approve payable.	0.10	\$395.00	\$39.50
Sat	08/29/2020	Review of the revised APS received from B. Bissell. Conference call with I. Aversa, J. Nemers and P. Gennis regarding same.	1.00	\$395.00	\$395.00
Sun	08/30/2020	Multiple email exchanges with respect to preparing a projected disbursement schedule and the amount of cash that should be included in the APS to be received by the receiver. Review of multiple documents and prepared the projected disbursements. Emailed a draft copy to P. Gennis for review. Email exchanges with I. Aversa and J. Nemers regarding outstanding legal fees.	1.00	\$395.00	\$395.00
Mon	08/31/2020	Receipt and review of an email from B. Bissell containing comments with respect to the APS. Review of multiple email exchanges between B. Bissell and I. Aversa.	0.30	\$395.00	\$118.50
Mukul Manchanda (MMA)			58.80		\$23,226.00
Phillp H. Gennis (PGE)					
Tues	05/26/2020	Receipt and review of further revisions to Receivership Order; receipt and review of endorsement of HHJ McEwen; revisit insurance on a go-forward basis.	0.50	\$525.00	\$262.50
Wed	05/27/2020	Email exchange with FCA regarding insurance coverage; email with Aon Insurance Brokers regarding insurance coverage; conference call with Receiver, Receiver's Counsel and Counsel for CEFL; email exchange with Receiver's Counsel regarding transition issues as Receiver attempts to negotiate terms of New Occupation Agreement; further call with Ian Aversa regarding his discussions with Counsel for Landlord and terms of an occupation agreement; receipt and review of endorsement from hearing held May 26th before HHJ McEwen;	1.50	\$525.00	\$787.50
Thur	05/28/2020	Email exchange with Counsel for RTeceiver, Counsel for CEFL and Spergel regarding outstanding WIP; email exchange with Receiver's Counsel and Counsel for Landlord regarding Occupation Agreement; conference call with Counsel for Receiover regarding position being adopted by Harvey Chaiton, Counsel for Landlord on a new Occupation ASgreement making the occupation personal to msi Sp[er]gel inc.; receipt and review of email exchange between Brendan Bissell and Harvey Chaiton regarding adjournment to of May 29th motion to JUne4th; on-going discussion regarding insurance for premises (AON and FCA); further call with Chad Brownlee arranging six-month policy to take effect June 21, 2020; email to AON confirming that payment of premium on its policy remains the obligation of the Company; further telephone call between Receiver and Ian Aversa regarding insurance;	1.00	\$525.00	\$525.00
Fri	05/29/2020	Email exchange with FCA regarding insurance; receipt and review of insurance proposal from Lawrie Insurance.	0.50	\$525.00	\$262.50
Mon	06/01/2020	Email to Brendan Bissell and Brent Keenan requesting copies of invoices for equipment financed by CEFL; email from Brendan Bissell in response; emails exchange arranging conference call for June 2nd regardsing continuation of viability mandate and formulation of sales process;	0.50	\$525.00	\$262.50

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File Name (ID): Eveley International Corp. (AAEEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillp H. Gennls (PGE)					
Tues	06/02/2020	Conference call with Counsel for Receiver and Counsel for CEFL regarding on-going issues with receivership in particular the inordinate demands being made by Landlord relative to entering into a new Occupation Agreement for the premises; further call between Receiver and its Counsel occupation costs relative to the premises and the potential costs of the receivership;review of analysis of costs of proceeding; conference call with Receiver's Counsel during the evening hours regarding analysis to be provided to Counsel for CEFL as well as further draft Occupation Agreement and Receivership Order; receipt and rview of revised Insurance Quote from Chad Brownlee;	2.25	\$525.00	\$1,181.25
Wed	06/03/2020	Conference call with Receiver's Counsel and Cousel to CEFL; email exchange with insurance broker regarding insurance;receipt and review of email from Counsel for CEFL to Receiver's Counsel in response to outline submitted by Receiver as to the potential go-forward costs of the receivership and the position of the secured creditor as to continuation of the receivership in light thereof;; receipt and review of GL and trust banking documents; email exchange between Counsel for Receiver and Counsel for CEFL regarding position being adopted by Counsel for Landlord;; further email communication from Counsel for Landlord expressing potential takeout of the secured position held by CEFL; preparation of cost summary and transmittal to Counsel for Receiver and CEFL; conference call with Receiver's Counsel in this regard;	2.50	\$525.00	\$1,312.50
Thur	06/04/2020	Receipt and review of appraisal and NMG Bid submitted by Platinum Assets; receipt and review of endorsement of HHJ McEwen from heaing held this morning; email exchange with Counsel regarding continuation of viability study in light of the endorsement of HHJ McEwen; call with Counsel to review and revise endorsement of HHJ McEwen;;email exchange with Harvey Chaiton (Counsel for Landlord) with respect to his rejection of proposed revisions;email from Brendan Bissell (Counsel for CEFL) in support of RTeceiver's Counsel proposed amendments to endorsement; receipt and review of email exchange between Counsel for CEFL and Counsel for Landlord regarding proposed endorsement to be put forward to HHJ McEwen; receipt and review of email from Harvey Chaiton putting forward further revised endorsement; receipt and review of email from Receiver's Counsel with Draft Discharge Order attached;email from Brendan Bissell (Counsel for CEFL) with further amendments to endorsement; receipt of further blackline amendments to endorsement from Counsel for Receiver; email from Brendan Bissell recounting discussion that he had with Harvey Chaiton regarding endorsement;email from Receiver's Counsel accepting proposed amen ded endorsement save and except one matter, namely outside date of June 10th; emails between Counsel proposing revised end date of June 17th;email from Receiver's Counsel regarding response to email from AON Insurance Brokers;receipt and review of final version of endorsement to be presented to HHJ McEwen;draft response to email from AON Insurance Brokers.	2.50	\$525.00	\$1,312.50

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillp H. Gennls (PGE)					
Fri	06/05/2020	Email to AON Insurance Broker; receipt of response to email; receipt of final signed endorsement of HHJ McEwen extending the receivership to June 24th and requiring Receiver to cease its viability review and to develop but not implement a sales process by June 17th in advance of the re-scheduled attendance before HHJ McEwen on June 24th; endorsement also increasing Receiver's borrowing power by an additional \$100,000 to a maximum of \$200,000 with any further requests for additional borrowing deferred to June 24th hearing;	1.50	\$525.00	\$787.50
Wed	06/10/2020	Re-visit cost summary and transmittal of email to MM regarding payables.	0.50	\$525.00	\$262.50
Thur	06/11/2020	Review of payables and draft email to Brent Keenan with respect to critical payables and the need for additional borrowing;	0.50	\$525.00	\$262.50
Fri	06/12/2020	Review and execution of IR Notice of Taxation and SRD as at May 25, 2020; telephone discussion with Brendan Bissell regarding insurance.	1.00	\$525.00	\$525.00
Sat	06/13/2020	Review and execution of IR Notice of Taxation and related documents.	0.50	\$525.00	\$262.50
Mon	06/15/2020	Email from former employee regarding personal tools left on-site; email from Landlord requesting site visit and arranging for same; email exchange with Brent Keenan of CEFL regarding proposed borrowing and proposed payments out; receipt of wire transfer instructions for return of retainer to CEFL; instructing banking department regarding wire transfer in and wire transfer out; dealing with email request from Landlord regarding grass cutting at the premises;	1.00	\$525.00	\$525.00
Tues	06/16/2020	telephone discussion with Harvey Chaiton regarding purported Assignment of Debt and Security from CEFL/CWB to 256; email to Receiver's Counsel; arranging for site attendance by Landlord; conference call with Counsel regarding possible assignment of debt and security, coordinating banking; email exchange with Brent Keenan; processing payment of rent for premises for period from May 22 to June 4; email exchange with Counsel regarding purported assignment of debt and security to 256 and need for a copy of Platinum appraisal; coordinating conference call in this regard with Counsel for Receiver to be held at 9:00pm tonight;	1.50	\$525.00	\$787.50
Wed	06/17/2020	Receipt of email from Harvey Chaiton on behalf of 256 following up on discussion regarding release of appraisal; email from MM to principal of Company and CFO requesting once again documents needed to permit finalization of viability report; review of draft sales and marketing process; further email from Harvey Chaiton requesting immediate response to previous email regarding appraisal; email from Ian Aversa, Counsel for Receiver to Harvey Chaiton aimed at setting up call with respect to the appraisal; update email from IA to Receiver; receipt of copy of email from Receiver's Counsel to Counsel for stakeholders outlining proposed Sales Process; arranging with Spergel Banking for wire transfer of rent to 256.	2.00	\$525.00	\$1,050.00
Thur	06/18/2020	Receipt and review of draft NDA with respect to Appraisal from Counsel for Receiver;	0.50	\$525.00	\$262.50
Fri	06/19/2020	Email exchanges between Counsel for Receiver and Peel Financial with executed NDA attached; receipt and review of numerous emails between Receiver and its Counsel regarding NDAs and release of Appraisal; setting up of conference call to discuss.	0.75	\$525.00	\$393.75
Sun	06/21/2020	Email exchanges surrounding NDA; conference call with Counsel for Receiver.	0.50	\$525.00	\$262.50

Filters Used:

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Philip H. Gennis (PGE)					
Mon	06/22/2020	Conference call with MM and Ian Aversa regarding NDA and appraisal; conference call with Brendan Bissell, Ian Aversa and MM regarding disclosure of appraisal and the potential negative impact thereof; receipt and review of draft correspondence to Peel Financial and receipt and review of executed NDA from Peel Financial; receipt and review of email from Counsel with respect to additional NDA from Pillar Financial a joint lender to 256 on the proposed takeout of CEFL and CWB; email exchange with Brendan Bissell Counsel for CEFL and CWB regarding proposed release of Appraisal, conveying the position of his clients to oppose the release (consent being a pre-condition to the release of the subject appraisal);	0.50	\$525.00	\$262.50
Tues	06/23/2020	Conference call with Counsel regarding Appraisal, Draft Order and Draft Occupation Agreement; email exchange with Counsel regarding the decision not to release the Appraisal; email exchange with Brent Keenan and His Counsel regarding cancellation of FCA insurance coverage; further review of both the receivership order and occupancy agreement; preparation and review of Receiver's proposed cost analysis and arranging for review by MM and transmittal to Counsel for ultimate presentation to Brendan Bissell, Counsel for CEFL and CWB and Garvey Chaiton, Counsel for 256;; receipt and review of email chain between Counsel for all stakeholders; review of GL for receivership esgate; on-going email exchange between Counsel for stakeholders regarding finalizing borrowing power in receivership order and occupancy agreement; review of borrowing requirement analysis;	2.50	\$525.00	\$1,312.50
Wed	06/24/2020	Receipt and review of lengthy email exchange between Counsel for Landlord, Counsel for Receiver, Counsel for Company and Counsel for CEFL and CWB regarding finalizing Receivership Order and Occupancy Agreement; receipt and review of final draft Occupation Agreement and Receivership Order.; several further emails between Counsel for stakeholders.	1.50	\$525.00	\$787.50
Thur	06/25/2020	Extensive email exchange between Counsel for stakeholders with respect to the Order to be put before Justice McEwen; review and execution of Occupation Agreement and transmittal to Counsel for the Receiver; review of Request for Expressions of Interest with respect to the sale of the Eveley Assets; review of final draft of Receivership Order;	1.50	\$525.00	\$787.50
Fri	06/26/2020	Email exchange with Benny DiFranco in an effort to set up access for his appraiser to evaluate the assets; email correspondence between Receiver and Benny DiFranco in an effort to set up pre-occupancy inspection of Stoney Creek premises; receipt of issued and entered Order; arranging for posting of Receivership Order to firm website; review and execution of occupation agreement; review of revised Teaser Document with Counsel's comments; discussion with MM regarding proposed changes; email exchange regarding necessity for advertisement in National Newspaper and in the Insolvency Insider with respect to sale of assets; telephone discussion with Adrianna Colluccio regarding cancellation of FGCA insurance and instructing FK to file Cancellation Form with FCA;; telephone discussion with Henry Louis of Insolvency Insider regarding our necessity for insertion with respect to our sales process in the June 29th edition.	1.50	\$525.00	\$787.50

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File Name (ID): Eveley International Corp. (AAEEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillp H. Gennls (PGE)					
Sat	06/27/2020	follow-up emails to Landlord regarding setting up pre-occupation inspection and Landlord's appraisal of the Eveley assets; telephone discussion with Benny DiFranco regarding setting up these site visits; drafting advertisement for insertion in National Post and arranging for insertion; email exchange with editor of the Insolvency Insider ensuring that our sales process would be included in the June 29th edition; telephone discussion with Landlord requesting provision of fully executed Occupancy Agreement; finalize posting for Spergel website.	1.50	\$525.00	\$787.50
Sun	06/28/2020	Further email exchange with Landlord in an effort to finalize arrangements for pre-occupation site visit for Monday and Landlord's requested appraisal for the following Thursday.	0.50	\$525.00	\$262.50
Mon	06/29/2020	Email exchange with Company's former insurance broker; Implementation of Receiver's approved sales process, [including: review and updating of list of prospective liquidators to whom Request for Expressions of Interest are to be sent; review and updating of Disclaimer to be included with list of assets to be provided to prospective interested parties; preparation of NDA; receipt and review of asset list from Receiver's Appraiser absent values attributed thereto; preparation of individual NDAs for liquidators expressing interest in asset sale and responding to those interested parties through multiple email exchanges with each of the six; fielding telephone calls from liquidators; execution of NDAs on behalf of Receiver and forwarding asset list with disclaimer to those interested parties executing NDAs;]; email exchange with Counsel regarding fully executed Occupation Agreement; receipt of fully executed Occupancy Agreement executed in accordance with previously agreed terms and conditions; email exchange between Counsel for stakeholders advising of results of June 25th hearing;	3.00	\$525.00	\$1,575.00
Tues	06/30/2020	Approve final draft advertisement for insertion in National Post; email exchange with Insurance Broker; preparation of NDA for Asset Services Inc., and email exchange with respect to NDA and Asset List with Disclaimer; email to Brent Keenan; receipt of NDA from Hilco Global and review of amendments prior to execution and forwarding of asset list with disclaimer; email to prospective purchaser referred by Landlord; email exchange with Danbury Global including execution of NDA and transmittal of Asset List with Disclaimer; email exchange with Glen Shoniker and execution of NDA and provision of Asset List with Disclaimer; email exchanges with certain prospective bidders regarding timeline for showings.	2.00	\$525.00	\$1,050.00
Wed	07/01/2020	Responding to enquiries from Century Services and Dexter Internation; preparation and transmittal of NDAs to both. email exchange with insurance broker regarding Certificate of Insurance for Landlord.	1.00	\$525.00	\$525.00

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File Name (ID): Eveley International Corp. (AAEEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillp H. Gennis (PGE)					
Thur	07/02/2020	Email exchange with Eric Was of Century Services; email exchange with Ray Brown (appraiser for Landlord) and arranging for sire visit as per Landlord's request; email exchange with Brent Keenan regarding Max Atlas and a party interested in a showing of the assets; email exchange with Platinum Assets regarding minor revision to asset list; preparation of revised asset list and transmittal to parties previously sent original list pursuant to executed NDA; email exchange with Brent Keenan regarding Max Atlas; email exchange with Tibor Varga regarding request to purchase parts; email exchange with Dawn Eveley regarding sale of parts to customer of Max Atlas; email exchange with Nikl joljic and transmittal of NDA for execution; email exchange with Benny DiFranco regarding SAF Holland as a potential purchaser of the Eveley assets; preparation of NDA and transmittal to Travis Hunter of SAF Holland; email exchange with Vaughn Barber of Perfection Industrial; Email exchange with Roger Pereira of ZCentury Services upon receipt of signed NDA; telephone discussions with prospective purchasers throughout the day;	1.50	\$525.00	\$787.50
Fri	07/03/2020	Receipt of email from Brent Keenan advising of a prospective purchaser for Eveley assets; email exchange with Dawn Eveley confirming retail pricing for parts to be acquired by Max-Atlas and trying to coordinate attendance in Stoney Creek to package parts and get them ready for pick up; email to Benny DiFranco regarding a potential purchaser which he had referred to us; receipt and transmittal of Insurance Certificate to Landlord; further email exchange with Dawn Eveley regarding processing parts order for Max-Atlas; telephone discussions with Dawn Eveley and Brent Keenan in this regard; receipt of late hour email from Tibor Varga confirming his intention to purchase the assets; responding email regarding pre-payment for shipment; preparation of invoice with disclaimer together with wire transfer coordinates for payment; email to Dawn Eveley regarding moving the attendance in Stoney Creek to Tuesday; preparation of NDA for Matcor-Matsu and transmittal to CEO on suggestion of Brent Keenan.	1.25	\$525.00	\$656.25
Sat	07/04/2020	Multiple emails between Dawn Eveley, Tibor Varga at Max-Atlas regarding shipment of part; discussion with MM regarding issues arising in respect to this shipment as welding would be required in order to complete; review of liability issues; telephone discussion with Dawn Eveley in this regard; email exchange with MM; receipt of signed Invoice with Disclaimer from Maz-Atlas; advising Tibor Varga NOT to wire transfer funds until labour issue had been resolved;	1.00	\$525.00	\$525.00
Sun	07/05/2020	Email exchange with Dawn Eveley regarding labour issues with completing shipment for Max-Atlas; telephone discussion with Dawn Eveley and with Brent Keenan confirming Receiver's inability to complete order given its lack of insurance coverage for operating;	1.00	\$525.00	\$525.00
Mon	07/06/2020	Email exchanges with two prospective purchasers of the assets regarding setting up times for showings; email to Tibor Varga regarding conditions of sale of the parts that he needs; preparation and transmittal of NDA to C3, an additional interested party; email exchange with Dexter Axle regarding proposed changes to NDA;; on-going email exchange with Max-Atlas regarding Order processing and payment. email from Brent Keenan regarding resolution of labour issues relative to Max-Atlas purchase.	1.00	\$525.00	\$525.00

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File Name (ID): Eveley International Corp. (AAEEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Philip H. Gennis (PGE)					
Tues	07/07/2020	Receipt of executed NDA from Platinum Assets; execution and return to Platinum; email exchange and telephone discussion with Dawn Eveley regarding Max-Atlas parts order; email exchanges with two prospective purchasers relative to arranging time for viewing of assets; email exchange with Max-Atlas controller regarding wire transfer; review of proposed revised NDA from Dexter Axle;	1.00	\$525.00	\$525.00
Wed	07/08/2020	Finalize release of parts to Dawn Eveley for Max-Atlas order; email exchange with Nik Ljoljic and finalize NDA with Dexter Axle; email exchanges with prospective bidders on the equipment and assets; email exchange with Benny DiFranco regarding plant layout requested by Dexter Axle; email to Dawn Eveley regarding plant layout.	0.50	\$525.00	\$262.50
Thur	07/09/2020	Receipt of email from Max Atlas confirming wire transfer for other parts purchased; referral of issue to FKA for resolution.	0.20	\$525.00	\$105.00
Fri	07/10/2020	Several email exchanges and telephone enquiries from liquidators regarding setting up times for viewing assets;	0.50	\$525.00	\$262.50
Mon	07/13/2020	Responding to requests for information from two additional prospective bidders on the assets for sale; conference call with Counsel.	1.00	\$525.00	\$525.00
Tues	07/14/2020	Responding to several new requests for NDAs and Revised Asset List; email exchange with Benny DiFranco regarding realty tax payments and additional parties interested in the Assets being sold by the Receiver;	1.00	\$525.00	\$525.00
Wed	07/15/2020	Several email exchanges with prospective bidders; preparation of NDAs and receipt and response to all enquiries; email exchange with Adam Moscovitz regarding cranes to remain with building and those that are subject to the sale by the Receiver; telephone discussions with Adam Moscovitz; telephone discussions with David Ordon of Solid Asset Solutions; on-going email exchange with Nik Ljoljic of Dexter Axle regarding the existence of a floor plan for the Eveley plant;	1.50	\$525.00	\$787.50
Thur	07/16/2020	Preparation and transmittal of additional NDAs to prospective bidders on the assets; receipt and review of updated list of prospective bidders and scheduling of site attendances;	0.50	\$525.00	\$262.50
Fri	07/17/2020	Preparation and transmittal of additional NDAs to prospective bidders.	0.50	\$525.00	\$262.50
Mon	07/20/2020	Email exchange with Mike McIntosh of Maynards; email to Benny DiFranco regarding realty taxes; preparation and transmittal of Receiver's Borrowing Certificate to CEFL; receipt and response to email from Dawn Eveley requesting access to premises; email exchange with Randy Bauman with respect to the NDA signed by him; email from Dexter Axle regarding access; email exchange with FKA regarding additional prepaid order from Max Atlas; receipt and review of tax bill from Benny DiFranco; email exchange with Cosimo Larosa regarding assets for sale; preparation of a second NDA for C3 to sign and return;	1.00	\$525.00	\$525.00
Tues	07/21/2020	Multiple email exchanges with prospective bidders	0.50	\$525.00	\$262.50
Wed	07/22/2020	Email exchange with customer of Eveley regarding acquiring parts; response to said customer regarding an introduction to Auctioneer once sale consummated.	0.50	\$525.00	\$262.50

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillp H. Gennls (PGE)					
Thur	07/23/2020	Email exchange with Receiver's Counsel; email from Benny Di Franco regarding enquiries made of the Bailiff used to lock out Eveley; email exchange with Benny DiFranco regarding a request for access to the building to show a prospective purchaser;responding to new reuests for access to the Assets for sale (preparation of NDAs and transmittal for execution and return;receipt and review of tax bill for premises; email to Benny DiFranco requesting invoice for realty taxes as occupation rent;	1.00	\$525.00	\$525.00
Fri	07/24/2020	Responding to further enquiries from prospective bidders; preparation and transmittal of two NDAs, execution and return together with Asset List and Disclaimer;email to all Counsel attaching fully executed Occupation Agreement;several emails exchanged regarding arranging access to premises by prospective bidders;receipt and review of tax bill for premises; email to Benny DiFranco regarding invoice to RTeceiver for occupation rent pursuant to Occupation Agreement;	1.00	\$525.00	\$525.00
Mon	07/27/2020	Email exchanmge with David Ordon regarding a partnership for his bid; prepare and transmittal of NDA for execution by Ordon's partner;	0.50	\$525.00	\$262.50
Tues	07/28/2020	Receipt and review of lengthy email from Brendan Bissell regarding potential credit bid to be submitted by CEFL and CWB; telephone discussion with Brendan Bissell regarding his email.	0.50	\$525.00	\$262.50
Wed	07/29/2020	Receipt and review of email from Brendan Bissell Counsel for CEFL and CWB with respect to potential credit bid; email exchange with Receiver's Counsel in this regard; discussion with MM regarding the potential credit bid; receipt and review of statement of account for unpaid source deductions together with interest and penalties accrued thereon; receipt and review of bid from David Ordon's group;	1.50	\$525.00	\$787.50
Thur	07/30/2020	Receipt and review of bid from Corporate Assets; email exchange with Brendan Bissell regarding credit bid presented by CEFL and CWB; receiptmand review of bid from Dexter Axle (Nik Llojic);	0.50	\$525.00	\$262.50
Fri	07/31/2020	Receipt and review of bids on assets subject to sales process	1.00	\$525.00	\$525.00
Tues	08/04/2020	Email exchange with Brent Keenan regarding Eveley banking information.	0.50	\$525.00	\$262.50
Wed	08/05/2020	Conference call with Counsel regarding offer summary; conference call with Counsel for CEFL and CWB and Counsel for Receiver; email exchanges throughout the day with Receiver's Counsel; email exchanges with bidders regarding time;line for a decision on who has been successful.	1.50	\$525.00	\$787.50
Thur	08/06/2020	Email exchange with Brent Keenan and arranging for site visit.email exchange with Brendan Bissell; email exchange with Counsel regarding number of NDAs signed and Number of bids received; email exchange regarding a second Max-Atlas order where Receiver has funds; responding to calls from parties that had submitted bids on assets;	1.00	\$525.00	\$525.00

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillip H. Gennis (PGE)					
Mon	08/10/2020	Email exchanges with four bidders regarding results of sales process; telephone discussion with Joshua Shugar; telephone discussion with Adam Moscovitz; telephone discussion with Bruce Lyle; email exchange with Brent Keenan regarding urgent site visit; emails from Ian Aversa to Brendan Bissell regarding escalating the finalizing of terms of sale to CEFL and CWB; receipt and review of email exchange between Counsel for Receiver (Ian Aversa) and Counsel for CEFL/CWB (Brendan Bissell); receipt and review of draft NOM with respect to motion seeking approval of sale to CEFL and CWB;	2.50	\$525.00	\$1,312.50
Tues	08/11/2020	Email exchanges and telephone discussions with a number of bidders awaiting advice as to successful bidder.	0.50	\$525.00	\$262.50
Wed	08/12/2020	Receipt and review of email from Counsel for CEFL;	0.25	\$525.00	\$131.25
Thur	08/13/2020	Receipt and response to several emails from bidders enquiring as to the status of the asset sale.	0.50	\$525.00	\$262.50
Mon	08/17/2020	Preliminary Review of APS with CEFL/CWB; review of NDA to be signed by Landlord regarding offers received; conference call with Ian Aversa, Jeremy Nemers and Mukul Manchanda regarding these documents; email exchange with Harvey Chaiton with respect to successful bidder;	1.00	\$525.00	\$525.00
Tues	08/18/2020	Receipt and review of security opinions with respect to security interests of CEFL and CWB; REVIEW OF DRAFT aps;	1.50	\$525.00	\$787.50
Wed	08/19/2020	Email exchange with Counsel regarding APS and request from Counsel for 256 for a list of bidders;	0.50	\$525.00	\$262.50
Thur	08/20/2020	Receipt and review of Information Request Listing prepared by KPMG; conference call with CEFL and KPMG Team engaged by CEFL/CWB; KPMG; email exchange with Nik Llojic of Dexter Axle regarding refund of deposit; email exchange between Receiver's Counsel and Counsel for CEFL	0.50	\$525.00	\$262.50
Fri	08/21/2020	Email exchange between Counsel for Receiver and Counsel for CEFL regarding Receiver's need to give notice to the Landlord regarding continued occupation until December 31, 2020; email from Counsel for CEFL and CWB regarding issues requiring clarification within the LOI submitted by CEFL and CWB; receipt and review of email from Receiver's Counsel to Counsel for Landlord requesting extension to December 31 pursuant to the terms of executed Occupation Agreement;	1.00	\$525.00	\$525.00
Sat	08/22/2020	Email to Landlord requesting invoice for pro-rated tax payment pursuant to Occupation Agreement;	0.50	\$525.00	\$262.50
Mon	08/24/2020	Email exchange with Brent Keenan setting up site visit in Stoney Creek with KPMG, Eveley Controller and IT Specialist; receipt and review of email exchange between Receiver's Counsel and Counsel for CEFL/CWB related to extension of occupation of premises to December 31, 2020;	0.50	\$525.00	\$262.50
Wed	08/26/2020	Email to Receiver's Counsel requesting update on finalizing APS with CEFL; Conference call with Receiver's Counsel regarding APS and finalizing deal with CEFL so as to enable advice to be given to remaining bidders. email exchange between Receiver's Counsel and Counsel for Landlord regarding requests for realty tax invoices pursuant to Occupation Agreement; on-going email exchanges with unsuccessful bidders requesting information on results of sales process;	1.50	\$525.00	\$787.50

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillp H. Gennis (PGE)					
Thur	08/27/2020	Email from Brent Keenan requesting urgent same day site attendance; internal arrangements to accommodate; email exchanges with Landlord's comptroller requesting invoices for tax payment to be made for period from June 4 to July 31 together with tax bill for property so as to enable Receiver to ensure accuracy of payment requests; review of realty tax bill; email from Counsel for CEFL enclosing revisions to APS and review of revised APS;	2.00	\$525.00	\$1,050.00
Fri	08/28/2020	Email exchange and brief telephone discussion with Brent Keenan regarding results of site visit; email exchange with Counsel aimed at setting up conference call to revisit APS and issues surrounding same; receipt and review of revised projections and SRD for purposes of discussion with Counsel	0.50	\$525.00	\$262.50
Sat	08/29/2020	Call with Receiver's Counsel regarding APS and revisions as well as revised projections and SRD.	0.50	\$525.00	\$262.50
Sun	08/30/2020	Multiple emails with Counsel regarding revised projections and SRD.	0.50	\$525.00	\$262.50
Mon	08/31/2020	Receipt and review of email from Counsel form CEFL regarding revised projections; email exchange between Counsel aimed at establishing time for a joint conference call with Receiver, Receiver's Counsel and Counsel for CEFL;	0.50	\$525.00	\$262.50
Phillp H. Gennis (PGE)			75.20		\$39,480.00
Rashid Peeroo (RPR)					
Fri	05/29/2020	Attended site visit to grant access to appraiser. Searched through files for documents relating to equipment. Secured premises and travel back.	8.00	\$200.00	\$1,600.00
Tues	06/09/2020	Travel to Stoney Creek to grant access to Brent Keenan for appraisal purposes. Securing of site and travel back to office.	4.00	\$200.00	\$800.00
Tues	06/16/2020	Travel to site granting access to landlord. Walk through of property and subsequent lockup and securing of property. Travel back to office.	3.00	\$200.00	\$600.00
Fri	08/07/2020	Travel to Eveley site granting access to secured creditor. Lock up and travel back.	4.00	\$200.00	\$800.00
Tues	08/11/2020	Travel to Eveley corp providing access to secured creditor. Travel back.	4.00	\$200.00	\$800.00
Wed	08/19/2020	Travel to evely site granting access to potential investors of secured creditor. Lock up and travel back.	4.00	\$200.00	\$800.00
Rashid Peeroo (RPR)			27.00		\$5,400.00
Selwyn Postan (SPO)					
Mon	06/29/2020	Sale of Assets Advert: - Prepare Advert for Sale of Assets and send to local Newspaper; Review draft for errors; Prepare affidavit for OR and file. Attend to payment of bill etc	1.00	\$250.00	\$250.00
Selwyn Postan (SPO)			1.00		\$250.00
Shenaz Totat (STO)					
Fri	06/05/2020	PPSA and Corporate Profile for Frieda Kanaris with back-up for Millan Lee	0.30	\$50.00	\$15.00
Shenaz Totat (STO)			0.30		\$15.00
Total for File ID AAEVEL-R:			225.05		\$83,349.00
Grand Total:			225.05		\$83,349.00



October 06, 2020

Invoice #: 11937

Eveley International Corp.

Invoice

RE: Eveley International Corp.

FOR PROFESSIONAL SERVICES RENDERED for the period September 1 to September 30, 2020 in connection with our appointment as Court-Appointed Receiver.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	11.50	\$525.00	\$6,037.50
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.30	525.00	157.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.10	375.00	37.50
Mukul Manchanda, CPA, CIRP, LIT	5.70	395.00	2,251.50
Eileen Sturge	0.50	250.00	125.00
Rashid Peeroo	3.20	200.00	640.00
Others	27.50	219.09	6,025.00
Total Professional fees	48.80	\$312.99	\$15,274.00
HST			1,985.62
Reimbursable Expenses			
PPSA Search			\$31.27
Total Reimbursable expenses			\$31.27
HST on expenses			\$1.99
Total			\$17,292.88

HST Registration #R103478103

(AAEVEL-R)

msi Spergel inc. Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

• Barrie 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813
 • Brampton 905 874 4905 • London 519 902 2772 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Saskatchewan 306 341 1660

Member **CAIRP** Canadian Association of Insolvency
and Restructuring Practitioners

www.spergel.ca

Member **ICIN** The Independent Canadian Insolvency Network

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Mon	09/14/2020	Review and approve disbursements	0.10	\$525.00	\$52.50
Tues	09/22/2020	Review and approve disbursements	0.10	\$525.00	\$52.50
Mon	09/28/2020	Review and approve disbursements	0.10	\$525.00	\$52.50
Deborah Hornbostel (DHO)			0.30		\$157.50
Eileen Sturge (EST)					
Wed	09/02/2020	Admin on file	0.50	\$250.00	\$125.00
Eileen Sturge (EST)			0.50		\$125.00
Frieda Kanaris (FKA)					
Wed	09/02/2020	Exchange of emails re CRA audit; t/c with Dawn Eveley; prepare schedule of accounts receivable analysis with payments.	2.50	\$250.00	\$625.00
Thur	09/03/2020	Update schedule with payments received and email responses, scan and email statement and copies of invoices to account debtors; review emails re attending on site; t/c with Alectra Utilities re past due water bill.	2.40	\$250.00	\$600.00
Fri	09/04/2020	Travel to Eveley, meet and allow access to Sandra (CFO) to prepare T4's.	5.00	\$250.00	\$1,250.00
Tues	09/08/2020	Emails to Jason re pick-up of vending machine; exchange of emails with PG; email to RBC requesting bank statements; t/c with Dawn re attending on site; email to Sandra re WEPPA.	0.50	\$250.00	\$125.00
Thur	09/10/2020	Travel to Eveley to oversee removal of vending machine and employee personal belongings.	2.50	\$250.00	\$625.00
Fri	09/11/2020	T/c from Andrew Clinkard (CRA auditor); review and respond to email from PG re payroll and HST audits; emails and t/c's with PG; send fax to RBC re statements; send email to BNS re closing bank accounts and request for statements; review A/R, t/c and fax to Innovated, t/c and email to Ridewell.	1.50	\$250.00	\$375.00
Tues	09/15/2020	Review and respond to email re WEPPA, forward schedule.	0.30	\$250.00	\$75.00
Wed	09/16/2020	Review and requisition payment for payables; review and deposit A/R cheque.	0.40	\$250.00	\$100.00
Mon	09/21/2020	T/c's to BMO branch, review bank statements for bank draft information, prepare letter and fax to BMO.	1.20	\$250.00	\$300.00
Tues	09/22/2020	Forward T4's and summary, HST returns, bank statements to CRA, t/c from Andrew Clinkard (auditor), subsequent email to PG re missing information.	0.70	\$250.00	\$175.00
Wed	09/23/2020	Forward missing documents to CRA; t/c from Andrew (CRA auditor), email to PG re PD7A missing reports.	0.50	\$250.00	\$125.00
Mon	09/28/2020	Review email and forward documents to CRA for payroll audit; review and requisition payment for payables.	0.50	\$250.00	\$125.00
Wed	09/30/2020	Travel to premises to allow access to Sandra, needed to reboot online access.	2.50	\$250.00	\$625.00
Frieda Kanaris (FKA)			20.50		\$5,125.00
Gillian Goldblatt (GGO)					
Tues	09/08/2020	review and approve disbursements.	0.10	\$375.00	\$37.50
Gillian Goldblatt (GGO)			0.10		\$37.50
Haran Sivanathan (HSI)					
Tues	09/01/2020	General	1.40	\$150.00	\$210.00
Thur	09/03/2020	General	0.50	\$150.00	\$75.00
Haran Sivanathan (HSI)			1.90		\$285.00
Inga Friptuleac (IFR)					

Filters Used:

- Time Entry Date: 1/01/70 to 9/30/20
- File Client ID: AAEEVL-R to AAEEVL-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 10/06/20

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File Name (ID): Eveley International Corp. (AAEEVL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Inga Friptuleac (IFR)					
Mon	08/31/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	09/21/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	09/28/2020	Issue cheques	0.20	\$125.00	\$25.00
Inga Friptuleac (IFR)			0.60		\$75.00
Mukul Manchanda (MMA)					
Tues	09/01/2020	Participated in a conference call with B. Bissell, I. Aversa, J. Nemers and P. Gennis.	0.80	\$395.00	\$316.00
Wed	09/02/2020	Review of email exchanges regarding preparation of T4s and conducting WEPPA. Receipt and review of an email from B. Keenan regarding the accounts receivable. Reviewed and noted that variances. Multiple email exchanges regarding the accounts receivables.	1.00	\$395.00	\$395.00
Thur	09/03/2020	Receipt and review of an email from F. Kanaris with respect to the accounts receivable. Receipt, review and approve cheque requisition.	0.20	\$395.00	\$79.00
Fri	09/04/2020	Review of email exchanges between J. Munt and F. Kanaris regarding removal of the vending machine. Email exchanges with B. Boocock regarding accounts receivable.	0.30	\$395.00	\$118.50
Tues	09/08/2020	Receipt, review and approve payables. Receipt and review of multiple emails from B. Boocock containing banking records and other financial information. Participated in a conference call with I. Aversa, B. Bissell, J. Nemers and P. Gennis regarding the APS.	1.40	\$395.00	\$553.00
Fri	09/11/2020	Conference call with P. Gennis, Brent Keenan and Brendan Bissell.	0.50	\$395.00	\$197.50
Mon	09/14/2020	Receipt, review and approve payable.	0.10	\$395.00	\$39.50
Fri	09/18/2020	Receipt and review of an email from B. Bissell containing comments to the draft APS.	0.50	\$395.00	\$197.50
Tues	09/22/2020	Receipt, review and approve payable.	0.10	\$395.00	\$39.50
Wed	09/23/2020	Participated in a conference call with I. Aversa, J. Nemers and P. Gennis regarding the APS.	0.50	\$395.00	\$197.50
Thur	09/24/2020	Prepared information requested by Gus and emailed same to I. Aversa.	0.20	\$395.00	\$79.00
Mon	09/28/2020	Receipt, review and approve payables.	0.10	\$395.00	\$39.50
Mukul Manchanda (MMA)			5.70		\$2,251.50
Philip H. Gennis (PGE)					
Tues	09/01/2020	Review of revised Projections and SRD and attend conference call with Receiver's Counsel, Mukul Manchanda and Brendan Bissell, Counsel for CEFL targeting completion of the APS between CEFL and the Receiver; processing payables for realty taxes; email exchange with former customer of Eveley;	1.00	\$525.00	\$525.00
Wed	09/02/2020	Email exchange regarding CRA Field Audits for HST and ETD; email exchange with Brent Keenan regarding AR Listing; several follow-up emails in this regard;	0.50	\$525.00	\$262.50
Thur	09/03/2020	Email exchange with Brent Keenan and arranging for Access to the site for September 4th; receipt and review of AR Schedule and payments received by Eveley directly;	0.50	\$525.00	\$262.50
Fri	09/04/2020	Email exchange with KPMG regarding wage arrears, WEPP and AR issues.	0.50	\$525.00	\$262.50

Filters Used:

- Time Entry Date: 1/01/70 to 9/30/20
- File Client ID: AAEEVEL-R to AAEEVEL-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 10/06/20

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File Name (ID): Eveley International Corp. (AAEEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Philip H. Gennis (PGE)					
Tues	09/08/2020	Receipt and review of emails from KPMG with bank statements attached; telephone discussion with Receiver's Counsel and Counsel for CEFL; email requesting access to CFO so as to enable preparation of WEPP schedule; email to Brooke Babcock regarding need for payroll access so as to enable WEPP schedule to be prepared;	1.00	\$525.00	\$525.00
Wed	09/09/2020	Receipt and review of email from Brooke Boocock from KPMG regarding submission of T4s and T4 Summary for Eveley; process cheque payable to Brent Keenan as reimbursemen for payment for payroll software	0.50	\$525.00	\$262.50
Thur	09/10/2020	Receipt and review of email from Brooke Boocock enclosing BMO bank statements and preliminary review of same; email exchange with bidder on assets; receipt and review of email from Brooke Boocock regarding a number of issues related to CRA audits; email from FK confirming her discussions with CRA regarding audit requirements; drafting response to email to Brooke Boocock in this regard;	1.00	\$525.00	\$525.00
Fri	09/11/2020	Conference call with MM, Brent Keenan and Brendan Bissell.	0.50	\$525.00	\$262.50
Mon	09/14/2020	Receipt and review of multiple emails from Brooke Boocock enclosing unadjusted payroll payroll and T4 data; adjusted T4 and payroll information;email exchange with Benny DiFranco regarding outstanding AR with innovative trailer; receipt and review of updated AR Report;	1.00	\$525.00	\$525.00
Tues	09/15/2020	Call with Brendan Bissell; email exchange with Harvey Chaiton regarding outstanding AR owing by Benny DiFranco (Harvey agreeing to discuss with his client and get back to me);email exchange with Receiver's Counsel confirming that Harvey Chaiton had not signed NDA; email exchange with Brooke Boocock regarding outstanding issues relative to CRA;forwarding WEPP worksheet to Brooke Boocock for completion by CFO;	1.00	\$525.00	\$525.00
Wed	09/16/2020	Email exchange with Brooke Boocock regarding T4 Summary;email exchange with Receiver's Counsel regarding his discussion with Brendan Bissell and timing for APS markup;	0.50	\$525.00	\$262.50
Thur	09/17/2020	Email exchanges with a number of bidders requesting confirmation of sttus of sales process and their respective bids;	0.50	\$525.00	\$262.50
Fri	09/18/2020	Receipt and review of blackline APS from Counsel for CEFL;	1.50	\$525.00	\$787.50
Sat	09/19/2020	Receipt and review of WEPP worksheet.	0.50	\$525.00	\$262.50
Tues	09/22/2020	Email exchanges regarding outstanding documents required by CRA to complete audits.email and telephone exchanges with bidders in the sales process.	0.50	\$525.00	\$262.50
Wed	09/23/2020	General	0.00	\$525.00	\$0.00
Tues	09/29/2020	Receipt and review of emails from KPMG with respect to documents required by CRA.	0.50	\$525.00	\$262.50
Philip H. Gennis (PGE)			11.50		\$6,037.50
Rashid Peeroo (RPR)					
Thur	08/27/2020	Travel to site granting access to former Eveley personnel. Lock up and travel back.	3.00	\$200.00	\$600.00
Fri	08/28/2020	Phone call with Brent Keenan and Phil Gennis regarding eveley site visit on 8/27.	0.20	\$200.00	\$40.00
Rashid Peeroo (RPR)			3.20		\$640.00
Susan Downey (SDW)					
Mon	09/21/2020	Preparing WEPPA letter to employees, review WEPPA Excel calculation sheet.	2.00	\$120.00	\$240.00

Filters Used:

- Time Entry Date: 1/01/70 to 9/30/20
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- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 10/06/20

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Susan Downey (SDW)					
Tues	09/22/2020	Preparing WEPPA docs./letters	2.50	\$120.00	\$300.00
		Susan Downey (SDW)	4.50		\$540.00
		Total for File ID AAEVEL-R:	48.80		\$15,274.00
		Grand Total:	48.80		\$15,274.00

November 03, 2020

Invoice #: 11955

Eveley International Corp.

Billing Period: Oct 31, 2020

Invoice

RE: Eveley International Corp.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	15.50	\$525.00	\$8,137.50
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.20	525.00	105.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.20	375.00	75.00
Mukul Manchanda, CPA, CIRP, LIT	9.40	395.00	3,713.00
Others	18.00	176.56	3,178.00
Total Professional fees	43.30	\$351.24	\$15,208.50
HST			1,977.11
Total			\$17,185.61

HST Registration #R103478103

(AAEVEL-R)

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
 - File Client ID: AAEVEL-R to AAEVEL-R
 - Time Entry Bill Status: Un-Billed to Un-Billed
 - Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 11/03/20

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Wed	10/07/2020	Review and approve disbursements.	0.10	\$525.00	\$52.50
Tues	10/20/2020	review and approve accounts payable	0.10	\$525.00	\$52.50
Deborah Hornbostel (DHO)			0.20		\$105.00
Frieda Kanaris (FKA)					
Thur	10/01/2020	T/c with BMO re bank drafts; review bank statements, prepare schedule of payments made after Receivership, review with MM.	1.00	\$250.00	\$250.00
Mon	10/05/2020	T/c Enbridge to set up new account; review accounts receivable, scan and send follow-up emails to account debtors.	1.30	\$250.00	\$325.00
Tues	10/06/2020	T/c's with Enbridge, print usage history and forward to PG; admin on file; review and requisition payment for payables.	1.20	\$250.00	\$300.00
Wed	10/07/2020	T/c's with CRA; emails and t/c's with Rocco re site inspections.	0.60	\$250.00	\$150.00
Thur	10/08/2020	Meet with Rocco (Lockit Security), provide key to premises.	0.40	\$250.00	\$100.00
Fri	10/09/2020	T/c's and emails with PG; t/c's with CRA auditor regarding results of audit.	1.00	\$250.00	\$250.00
Tues	10/13/2020	T/c's with CRA auditor and collections officer; review fax and forward to MM and PG; exchange of emails re attending on site.	0.80	\$250.00	\$200.00
Tues	10/20/2020	Review and requisition payment for payables; review emails re attending on site.	0.50	\$250.00	\$125.00
Mon	10/26/2020	Review and requisition payment for payables; emails re onsite viewing tomorrow.	0.50	\$250.00	\$125.00
Fri	10/30/2020	Prepare draft SRD; finalize offer schedule and forward to PG.	0.50	\$250.00	\$125.00
Frieda Kanaris (FKA)			7.80		\$1,950.00
Gillian Goldblatt (GGO)					
Wed	10/07/2020	review and approve disbursements.	0.10	\$375.00	\$37.50
Tues	10/27/2020	review and approve disbursements.	0.10	\$375.00	\$37.50
Gillian Goldblatt (GGO)			0.20		\$75.00
Inga Friptuleac (IFR)					
Mon	10/19/2020	Issue cheques	0.60	\$125.00	\$75.00
Mon	10/26/2020	Issue cheque	0.20	\$125.00	\$25.00
Inga Friptuleac (IFR)			0.80		\$100.00
Mukul Manchanda (MMA)					
Fri	10/02/2020	Receipt and review of an email from B. Bissell containing comments regarding the APS. Further email exchanges regarding additional information request and setting up a call.	0.40	\$395.00	\$158.00
Mon	10/05/2020	Participated in a conference call with B. Keenan, B. Bissell, I. Aversa, J. Nemers and P. Gennis.	0.50	\$395.00	\$197.50
Tues	10/06/2020	Participated in a conference call with I. Aversa, J. Nemers and P. Gennis regarding the changes to APS.	1.00	\$395.00	\$395.00
Wed	10/07/2020	Conference call with B. Keenan to go over the GL and the APS. Email exchanges with B. Keenan regarding further informational request. Prepared a reconciliation of the occupation rent and emailed same to B. Keenan. Receipt and review of informational requests from Cheryl. Prepared the information and emailed same to Cheryl and Brent. Review of the draft letter to G. Camelino. Receipt and review of an email from I. Avera to G. Camelino containing the letter with respect to monies withdrawn by Dawn Eveley during the IR period.	2.50	\$395.00	\$987.50

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAEVEL-R to AAEVEL-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 11/03/20

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Thur	10/08/2020	Email exchanges with C. Nyusa and B. Kennan with respect to outstanding information. Telephone discussion with C. Nyusa regarding reconciling the July 10th Proposed R&D. Receipt and review of claim from CRA regarding Source Deductions and HST. Forwarded same to B. Keenan. Prepared a schedule showing the calculation of estimated fee accrual.	1.00	\$395.00	\$395.00
Fri	10/09/2020	Receipt and review of an email from B. Boocock regarding the CRA audit. Receipt and review of an email from B. Bissel containing comments regarding the APS. Telephone discussion with B. Bissel.	0.50	\$395.00	\$197.50
Tues	10/13/2020	Receipt and review of a fax from CRA containing account details of the payroll account. Forwarded same to Brooke and Brent.	0.20	\$395.00	\$79.00
Wed	10/14/2020	Conference call with I. Aversa and P. Gennis.	0.50	\$395.00	\$197.50
Mon	10/19/2020	Receipt, review and approve disbursements.	0.10	\$395.00	\$39.50
Tues	10/20/2020	Receipt, review and approve disbursements.	0.10	\$395.00	\$39.50
Mon	10/26/2020	Receipt review and approve disbursement.	0.10	\$395.00	\$39.50
Sat	10/31/2020	Review of the documents and information in advance of review of the court report. Receipt, review and edit report to court. Emailed the revised version of the report to P. Gennis.	2.50	\$395.00	\$987.50
Mukul Manchanda (MMA)			9.40		\$3,713.00

Philip H. Gennis (PGE)

Thur	10/01/2020	Review of summary with respect to funds appropriated by Dawn Eveley.	0.50	\$525.00	\$262.50
Mon	10/05/2020	Conference call with Counsel for Receiver and Counsel for CEFL regarding finalizing APS; receipt and review of spreadsheet analysis regarding missing receivables. email from MM regarding discussions with JG on insurance cancellations; email exchange regarding CRA Audit reports.	0.50	\$525.00	\$262.50
Tues	10/06/2020	Conference call with Counsel.	1.00	\$525.00	\$525.00
Fri	10/09/2020	Receipt and review of email from Counsel for CEFL regarding revisions to APS and summary commentary.	0.50	\$525.00	\$262.50
Wed	10/21/2020	Execution and transmittal of Final APS; telephone discussion with Counsel regarding securing Court date.	0.50	\$525.00	\$262.50
Tues	10/27/2020	File review in anticipation of drafting Receiver's Report to Court; commence drafting Report and cataloguing appendices, email exchanges with Counsel;	2.60	\$525.00	\$1,365.00
Wed	10/28/2020	Continuing drafting of Report to Court; emails to unsuccessful bidders; responding to calls from unsuccessful bidders.	2.30	\$525.00	\$1,207.50
Thur	10/29/2020	Finalize V1 draft of Receiver's Report to Court; transmittal to MM for review; responding to calls from unsuccessful bidders.	4.20	\$525.00	\$2,205.00
Fri	10/30/2020	Email exchanges with Counsel; follow up regarding WEPP claim; receipt and review of rental invoices for September and October; telephone discussion with Insurance Broker regarding sale of equipment. further revisions to draft report.	2.90	\$525.00	\$1,522.50
Sat	10/31/2020	Review MM revisions to Draft Report to Court.	0.50	\$525.00	\$262.50
Philip H. Gennis (PGE)			15.50		\$8,137.50

Susan Downey (SDW)

Tues	10/13/2020	Prepare WEPP packages to former employees including inputting on Service Canada website and mailing	6.50	\$120.00	\$780.00
Mon	10/19/2020	Discussion with former employees re: WEPPA forms including Ron McEachern. Review of received WEPPA forms from Sandra McDonald, Chris Wesley - updating Service Canada site.	0.50	\$120.00	\$60.00

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
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- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 11/03/20

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File Name (ID): Eveley International Corp. (AAEVEL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Susan Downey (SDW)					
Tues	10/20/2020	Receipt/review of proofs of claim re: WEPPA and updating Service Canada site.	0.50	\$120.00	\$60.00
Wed	10/21/2020	E-mails regarding Neil Slater obtaining access to premises to collect personal items (Rocco and Neil)	0.30	\$120.00	\$36.00
Wed	10/21/2020	E-mails from former employees re: WEPPA	0.20	\$120.00	\$24.00
Thur	10/22/2020	Telephone discussion with Debbie Money Penny re: WEPP	0.10	\$120.00	\$12.00
Fri	10/23/2020	Receipt/review and entering of WEPP Proofs of claim for Debbie Money Penny, Geoff Williams, Brandon Eveley, Pamela Moore.	0.40	\$120.00	\$48.00
Tues	10/27/2020	Telephone discussion with Davor Stephanovic and his WEPP claim. Also discussed unsecured claim.	0.20	\$120.00	\$24.00
Wed	10/28/2020	Entering and updating WEPP claims received by I. Tuttolomondo, N. Slater, telephone discussion with Rob Pollington /asst. re: help with WEPP form	0.60	\$120.00	\$72.00
Thur	10/29/2020	Receipt/review of e-mail from Davor Stepanovic re: proof of claim	0.10	\$120.00	\$12.00
Susan Downey (SDW)			9.40		\$1,128.00
Total for File ID AAEVEL-R:			43.30		\$15,208.50
Grand Total:			43.30		\$15,208.50

APPENDIX 7

District of:
 Division No. -
 Court No. 32-159181
 Estate No. 32-159181

FORM 18
 Notice of Application for Taxation of Accounts and Discharge of Interim Receiver
 (Rule 79)

In the matter of the receivership of
 EVELEY INTERNATIONAL CORPORATION
 of the Community of Stoney Creek, in the Province of Ontario

Take notice that:

1. Attached to this notice is a copy of the final statement of receipts and disbursements of msi Spergel inc., the interim receiver of the property of EVELEY INTERNATIONAL CORPORATION, the debtor.
2. Also attached is a statement of account prepared by the interim receiver and other information concerning the fees and expenses.
3. Objection to the statement of receipts and disbursements and to the discharge of the interim receiver must be filed with the court and the undersigned within the 30 days after the day on which this notice is sent. The notice of objection must state the reasons for the objection.
4. The debtor or, in the case of a bankruptcy, the trustee or any creditor may file a notice of objection.
5. Where no objection is filed within 30 days after the sending of this notice, the interim receiver's accounts are deemed to have been taxed and the interim receiver is deemed to be discharged, unless the court requires that the accounts be taxed on their own merit.

Dated at the City of Toronto in the Province of Ontario, this 15th day of June 2020.

msi Spergel inc. - Licensed Insolvency Trustee
 Per: 

Philip Gennis - Interim Receiver
 200 - 505 Consumers Rd.
 Toronto ON M2J 4V8
 Phone: (416) 497-1660 Fax: (416) 494-7199

District of
Division -
Court No. 32-159181
Estate No. 32-159181

221

**In the matter of the interim receivership of
EVELEY INTERNATIONAL CORPORATION
of the Community of Stoney Creek, in the Province of Ontario**
Interim Receiver's Statement of Receipts and Disbursements
As at May 25, 2020

RECEIPTS

1. Miscellaneous

Receiver Borrowing from Secured Creditor	\$ 50,000.00	\$ 50,000.00
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TOTAL RECEIPTS

50,000.00

DISBURSEMENTS

2. Federal and Provincial taxes

HST paid on disbursements exclusive of fees	4,701.35	4,701.35
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3. Miscellaneous

Travel	113.30	
Occupation rent	42,840.67	
Ascend License Fee	275.00	
HST on Ascend License Fee	35.75	43,264.72

TOTAL DISBURSEMENTS

47,966.07

Net Receipts over Disbursements

2,033.93

Dated at the City of Toronto in the Province of Ontario, this 15th day of June 2020.

msi Spergel Inc. - Licensed Insolvency Trustee

200 - 505 Consumers Rd.

Toronto ON M2J 4V8

Phone: (416) 497-1660 Fax: (416) 494-7199

Notes

1. Interim Receivers Fees incurred but not paid to May 25, 2020 are \$53,987.16.

(Copy of Detailed Billing attached)

2. Counsel fees for interim receivership incurred but not paid to May 25, 2020 are \$33,951.31 (copy of billing attached)

APPENDIX 8

Court File No. CV-20-00639897-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN EQUIPMENT FINANCE & LEASING INC.

Applicant

- and -

EVELEY INTERNATIONAL CORPORATION

Respondent

APPLICATION UNDER subsection 47(1) of the *Bankruptcy and Insolvency Act*

**AFFIDAVIT OF DAMIAN LU
(sworn November 2, 2020)**

I, **DAMIAN LU**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP is acting as counsel for msi Spergel inc., in its capacities as interim receiver (in such capacity, the “**Interim Receiver**”) and receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Eveley International Corporation (“**Eveley**”) acquired for, or used in relation to a business carried on by Eveley.
2. Aird & Berlis LLP has prepared statements of account in connection with its mandate as counsel to the Interim Receiver and the Receiver, respectively, detailing its services rendered and disbursements incurred, namely:
 - (a) an account dated May 29, 2020 in the amount of \$33,951.31 in respect of the period from April 22, 2020 to May 25, 2020;

3. Attached hereto and marked as **Exhibit “B”** to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.
4. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me at the City of)
Toronto, in the Province of Ontario)
this 2nd day of November, 2020)
)
)
Lynn Tay)
A commissioner, etc.)

Damian Lu
DAMIAN LU

Attached is Exhibit “A”

Referred to in the

AFFIDAVIT OF DAMIAN LU

Sworn before me

this 2nd day of November, 2020

_____*Lynn Tay*_____

Commissioner for taking Affidavits, etc

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

msi Spergel inc.
 200-505 Consumers Road
 North York, ON
 M2J 4V8

Attention: Mr. Philip H. Gennis

Account No.: 672025

PLEASE WRITE ACCOUNT NUMBERS
 ON THE BACK OF ALL CHEQUES

File No.: 13225/156859

May 29, 2020

Re: Interim Receivership of Eveley International Corporation

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended May 25, 2020

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	22/04/20	\$625.00	4.50	\$2,812.50	Several telephone calls, emails and discussions with B. Bissell and clients; Engaged with reviewing the draft order and providing comments; Emails and discussions re same
JEM	22/04/20	\$240.00	0.30	\$72.00	Order, review and report on profiles and PPSA searches
IEA	23/04/20	\$625.00	6.30	\$3,937.50	Engaged with reviewing the draft form of order and providing comments and emails and discussions with counsel and client regarding same; Attend the hearing; Several telephone calls, emails and discussions with client, counsel and J. Nemers
JTN	23/04/20	\$435.00	2.90	\$1,261.50	Receipt and review of interim receiver application materials; Engaged with drafting of and revisions to occupation agreement; Discussions with I. Aversa re same; Email exchanges with working group; Attend to related matters as needed

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	24/04/20	\$625.00	1.10	\$687.50	Telephone call, emails and discussions with clients, counsel and J. Nemers
JTN	24/04/20	\$435.00	0.70	\$304.50	Attend on conference call with client re draft occupation agreement; Engaged with revisions to same; Email to H. Chaiton re same; Email exchanges with stakeholders; Attend to matters re service list
IEA	25/04/20	\$625.00	1.00	\$625.00	Telephone calls, emails and discussions with clients, counsel and J. Nemers
JTN	25/04/20	\$435.00	0.10	\$43.50	Email exchanges with working group
IEA	26/04/20	\$625.00	0.50	\$312.50	Telephone calls, emails and discussions with clients, counsel and J. Nemers
IEA	27/04/20	\$625.00	1.00	\$625.00	Engaged with reviewing revised draft of occupation agreement and emails and discussions with counsel, clients and J. Nemers re same; Telephone call, emails and discussions with counsel, client and J. Nemers re update and next steps
JTN	27/04/20	\$435.00	0.20	\$87.00	Email exchanges with working group; Receipt and review of comments from H. Chaiton re draft occupation agreement; Consider same
IEA	28/04/20	\$625.00	0.80	\$500.00	Telephone call, emails and discussions with client, counsel and J. Nemers
JTN	28/04/20	\$435.00	0.20	\$87.00	Email exchanges with client and working group re insurance, access and related matters
IEA	29/04/20	\$625.00	0.70	\$437.50	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	29/04/20	\$435.00	0.60	\$261.00	Email exchanges with working group; Engaged with drafting of acknowledgment form re COVID-related matters

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	30/04/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel, clients and J. Nemers
IEA	01/05/20	\$625.00	0.40	\$250.00	Telephone call, emails and discussions with clients and J. Nemers
JTN	01/05/20	\$435.00	0.10	\$43.50	Email exchange with P. Gennis re status and next steps
IEA	02/05/20	\$625.00	0.30	\$187.50	Emails and discussions with client, counsel and J. Nemers
IEA	05/05/20	\$625.00	0.20	\$125.00	Emails and discussions with clients and J. Nemers
IEA	06/05/20	\$625.00	0.20	\$125.00	Emails and discussions with client
IEA	07/05/20	\$625.00	0.30	\$187.50	Telephone call, emails and discussions with client and J. Nemers
IEA	11/05/20	\$625.00	0.20	\$125.00	Emails and discussions with clients and J. Nemers
IEA	12/05/20	\$625.00	0.30	\$187.50	Emails and discussions with counsel, clients and J. Nemers
JTN	12/05/20	\$435.00	0.30	\$130.50	Discussion with I. Aversa and email exchanges with client and working group re status and next steps re report and related matters
JTN	13/05/20	\$435.00	0.10	\$43.50	Follow-up discussion with I. Aversa re status and next steps
IEA	14/05/20	\$625.00	1.50	\$937.50	Telephone calls, emails and discussions with clients, counsel and J. Nemers and reviewing and revising draft correspondence
JTN	14/05/20	\$435.00	1.90	\$826.50	Email exchanges with client re outstanding information; Attend on conference call with client re same; Engaged with drafting of letter to debtor's counsel re same; Receipt and review of client comments re same; Engaged with revisions; Engaged with issuance of letter; Attend to related matters as needed

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	15/05/20	\$625.00	1.00	\$625.00	Telephone calls, emails and discussions with counsel, client and J. Nemers
JTN	15/05/20	\$435.00	1.30	\$565.50	Receipt and review of emails from G. Camelino and his client; Consider same; Email exchanges and attend on conference call with client re same and next steps; Prepare draft responding email; Revise same based on client comments; Issue same
IEA	16/05/20	\$625.00	1.00	\$625.00	Telephone call, emails and discussions with counsel, clients, Sandra and J. Nemers and reviewing materials and documents from Sandra
JTN	16/05/20	\$435.00	0.70	\$304.50	Receipt and review of email and attachments from S. McDonald; Consider same; Receipt and review of draft email from M. Manchanda; Email to client re same; Email exchanges with client, S. McDonald and B. Bissell
IEA	17/05/20	\$625.00	0.40	\$250.00	Emails and discussions with counsel, clients, Sandra and J. Nemers and reviewing materials and documents from Sandra
JTN	17/05/20	\$435.00	0.10	\$43.50	Email exchanges with working group re status
IEA	18/05/20	\$625.00	0.30	\$187.50	Emails and discussions with clients, counsel and J. Nemers
JTN	18/05/20	\$435.00	0.10	\$43.50	Further email exchanges with working group re status
IEA	19/05/20	\$625.00	0.80	\$500.00	Telephone call, emails and discussions with clients and J. Nemers and reviewing documents and correspondence from the company
JTN	19/05/20	\$435.00	0.30	\$130.50	Email exchanges with working group; Telephone call with client

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	20/05/20	\$625.00	2.50	\$1,562.50	Several telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	20/05/20	\$435.00	2.60	\$1,131.00	Email exchanges with working group; Attend on conference calls with client; Prepare and issue lengthy email to debtor's counsel re product shipments and related matters; Engaged with review of, revisions to and further drafting of template disclaimer re same; Telephone call with debtor's counsel; Discussions with I. Aversa; Attend to related matters as needed
IEA	21/05/20	\$625.00	3.40	\$2,125.00	Several telephone conversations, emails and discussions with clients, counsel and J. Nemers; Engaged with reviewing and revising the draft report and coordinating service and filing of same
DL	21/05/20	\$295.00	0.80	\$236.00	Prepare first report of interim receiver; serve same
JTN	21/05/20	\$435.00	5.00	\$2,175.00	Engaged with review of, revisions to and further drafting of First Report; Email exchanges and telephone calls with client re same; Instruct D. Lu re compilation of appendices; Engaged with review of email appendices and redactions thereto; Attend on conference call with client and B. Bissell; Email exchanges with G. Camelino; Arrange for service of First Report; Email to His Honour and Court office re First Report; Attend to related matters as needed
IEA	22/05/20	\$625.00	0.30	\$187.50	Emails and discussions with counsel, clients and J. Nemers
JTN	22/05/20	\$435.00	0.20	\$87.00	Receipt and review of emails from B. Bissell and H. Chaiton re status; Discussion with I. Aversa re same and next steps
IEA	23/05/20	\$625.00	0.30	\$187.50	Emails and discussions with counsel, clients and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	23/05/20	\$435.00	0.10	\$43.50	Email exchanges with client
IEA	24/05/20	\$625.00	0.40	\$250.00	Emails and discussions with clients, counsel and J. Nemers
JTN	24/05/20	\$435.00	0.10	\$43.50	Email exchanges with client
IEA	25/05/20	\$625.00	3.50	\$2,187.50	Several telephone calls, emails and discussions with clients, counsel and J. Nemers; Engaged with reviewing draft version of the court materials and related documents and emails and discussions regarding same
JTN	25/05/20	\$435.00	2.50	\$1,087.50	Email exchanges and telephone call with client; Email exchanges and telephone call with B. Bissell; Engaged with review of, revisions to and further drafting of proposed receivership order; Engaged with drafting of second occupancy agreement; Attend to related matters as needed

TOTAL:	54.60	\$29,926.50
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Name	Hours	Rate	Value
Ian E. Aversa (IEA)	33.40	\$625.00	\$20,875.00
Jenaya E. McLean (JEM)	0.30	\$240.00	\$72.00
Jeremy T. Nemers (JTN)	20.10	\$435.00	\$8,743.50
Damian Lu (DL)	0.80	\$295.00	\$236.00

OUR FEE	\$29,926.50
HST at 13%	\$3,890.45

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Search Under P.P.S.A.	\$40.00
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Subject to HST

Service Provider Fee	\$47.50
Corporate Search	\$36.00
Total Disbursements	\$83.50
HST at 13%	\$10.86

AMOUNT NOW DUE

\$33,951.31

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

40142916.1

AIRD BERLIS

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 T 416.863.1500 F 416.863.1515
 airdberlis.com

msi Spergel inc.
 200-505 Consumers Road
 North York, ON
 M2J 4V8

Attention: Mr. Philip H. Gennis

Invoice No.: 674841

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13225/156859
 Client No.: 13225
 Matter No.: 156859

June 25, 2020

Re: Receivership of Eveley International Corporation

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended June 23, 2020

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	26/05/20	\$625.00	3.50	\$2,187.50	Telephone call, emails and discussions re the hearing; Attend the hearing; Telephone calls, emails and discussions with counsel, clients and J. Nemers re the draft form of order
JTN	26/05/20	\$435.00	1.00	\$435.00	Attend at hearing; Engaged with revisions to and negotiations regarding draft Order; Email exchanges and discussions with working group
IEA	27/05/20	\$625.00	4.60	\$2,875.00	Several telephone calls, emails and discussions with counsel, client and J. Nemers; Engaged with reviewing the draft order and draft occupation agreement and providing comments; Emails and discussions re same
JTN	27/05/20	\$435.00	2.30	\$1,000.50	Email exchanges and telephone calls with client and other members of working group re draft occupation agreement and draft Order; Engaged with several sets of revisions to draft occupation agreement; Discussions with I. Aversa re same; Attend to related matters as needed

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	28/05/20	\$625.00	4.00	\$2,500.00	Several telephone calls, emails and discussions with counsel, clients and J. Nemers; Attend the hearing; Telephone calls, emails and discussions re the hearing and next steps
JTN	28/05/20	\$435.00	0.90	\$391.50	Attend on conference calls and to emails re today's hearing and next steps
IEA	29/05/20	\$625.00	2.00	\$1,250.00	Telephone call, and discussions with counsel, clients and J. Nemers
JTN	29/05/20	\$435.00	0.20	\$87.00	Telephone call with B. Bissell re status update
IEA	01/06/20	\$625.00	0.50	\$312.50	Emails and discussions with counsel, clients and J. Nemers
JTN	01/06/20	\$435.00	0.10	\$43.50	Discussion with I. Aversa re next steps
IEA	02/06/20	\$625.00	4.00	\$2,500.00	Several telephone calls, emails and discussions with counsel, clients and J. Nemers; Engaged with reviewing and revising the draft occupation agreement and draft order and emails and discussions re same
JTN	02/06/20	\$435.00	1.10	\$478.50	Attend on conference call with client; Engaged with review of further draft revisions to occupation agreement and order; Telephone call with I. Aversa re same
IEA	03/06/20	\$625.00	4.00	\$2,500.00	Several telephone calls, emails and discussions with counsel, clients and J. Nemers; Engaged with reviewing draft court documents and related materials and providing comments
JTN	03/06/20	\$435.00	2.00	\$870.00	Email exchanges with working group re tomorrow's court attendance; Engaged with drafting of discharge order; Attend on conference call with client; Attend on conference call with B. Bissell; Attend to related matters as needed

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	04/06/20	\$625.00	3.60	\$2,250.00	Telephone call, emails and discussions with counsel, clients and J. Nemers; Attend the hearing; Several telephone calls, emails and discussions with counsel, clients and J. Nemers re same; Engaged with reviewing and revising draft discharge order
JTN	04/06/20	\$435.00	0.30	\$130.50	Email exchanges with working group re draft endorsement and related matters; Receipt and review of draft endorsement and proposed changes to same
IEA	05/06/20	\$625.00	1.00	\$625.00	Telephone calls, emails and discussions with counsel, client and J. Nemers
JTN	05/06/20	\$435.00	0.10	\$43.50	Receipt and review of emails from working group re status
JTN	06/06/20	\$435.00	0.10	\$43.50	Receipt and review of email to service list from B. Bissell re His Honour's endorsement
IEA	07/06/20	\$625.00	0.20	\$125.00	Engaged with reviewing the endorsement of Justice McEwen and emails and discussions regarding same
IEA	09/06/20	\$625.00	0.20	\$125.00	Emails and discussions with client, counsel and J. Nemers
IEA	10/06/20	\$625.00	0.30	\$187.50	Emails and discussions with clients, counsel and J. Nemers
JTN	10/06/20	\$435.00	0.10	\$43.50	Email exchange with client re continued failure to respond by debtor
IEA	11/06/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel, clients and J. Nemers
JTN	11/06/20	\$435.00	0.10	\$43.50	Email to debtor re outstanding matters
IEA	12/06/20	\$625.00	1.00	\$625.00	Telephone call, emails and discussions with counsel, clients and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	12/06/20	\$435.00	0.20	\$87.00	Receipt and review of email from B. Keenan; Email exchange with client; Voicemail from G. Camelino
IEA	15/06/20	\$625.00	1.00	\$625.00	Emails and discussions with counsel, clients and J. Nemers
JTN	15/06/20	\$435.00	0.10	\$43.50	Receipt and review of email from B. Keenan
IEA	16/06/20	\$625.00	2.00	\$1,250.00	Telephone call, emails and discussions with counsel, clients and J. Nemers
JTN	16/06/20	\$435.00	1.30	\$565.50	Receipt and review of email from client re status update; Attend on conference call with client; Attend on telephone call with B. Bissell
IEA	17/06/20	\$625.00	2.00	\$1,250.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	17/06/20	\$435.00	1.30	\$565.50	Receipt and review of further follow-up email from M. Manchanda to borrower's principal; Receipt and review of draft marketing and sale process; Consider same; Email exchanges with H. Chaiton; Telephone call with I. Aversa; Email to parties re marketing and sale process; Engaged with drafting of confidentiality agreement
IEA	18/06/20	\$625.00	1.50	\$937.50	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	18/06/20	\$435.00	0.30	\$130.50	Email exchanges with working group; Telephone call with I. Aversa; Finalize and issue confidentiality agreement for proposed lender
IEA	19/06/20	\$625.00	1.00	\$625.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	19/06/20	\$435.00	0.10	\$43.50	Receipt and review of executed NDA from potential lender
JTN	20/06/20	\$435.00	0.10	\$43.50	Email exchanges with client

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	21/06/20	\$625.00	0.40	\$250.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	21/06/20	\$435.00	0.30	\$130.50	Telephone call with I. Aversa re status, Wednesday's hearing and next steps
IEA	22/06/20	\$625.00	1.70	\$1,062.50	Telephone calls emails and discussions with counsel, clients and J. Nemers
JTN	22/06/20	\$435.00	0.20	\$87.00	Email exchanges with client and B. Bissell
IEA	23/06/20	\$625.00	3.00	\$1,875.00	Several telephone calls, emails and discussions with counsel, clients and J. Nemers; Engaged with reviewing the draft court materials and providing comments; several emails and discussions re same
JTN	23/06/20	\$435.00	0.70	\$304.50	Email exchanges with working group; Telephone call with I. Aversa; Engaged with revisions to draft Order and draft occupation agreement

TOTAL:	54.60	\$31,674.00
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Name	Hours	Rate	Value
Ian E. Aversa (IEA)	41.70	\$625.00	\$26,062.50
Jeremy T. Nemers (JTN)	12.90	\$435.00	\$5,611.50

OUR FEE	\$31,674.00
HST at 13%	\$4,117.62

AMOUNT NOW DUE	\$35,791.62
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THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

40525623.1

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

msi Spergel inc.
 200-505 Consumers Road
 North York, ON
 M2J 4V8

Attention: Mr. Philip H. Gennis

Invoice No.: 678077

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13225/156859
 Client No.: 13225
 Matter No.: 156859

July 31, 2020

Re: Receivership of Eveley International Corporation

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended July 28, 2020

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	20/06/20	\$625.00	0.20	\$125.00	Emails and discussions with clients, counsel and J. Nemers
IEA	24/06/20	\$625.00	2.50	\$1,562.50	Several telephone calls, emails and discussions with clients, counsel and J. Nemers; Engaged with reviewing the draft court materials and providing comments; Emails and discussions re same
JTN	24/06/20	\$435.00	0.20	\$87.00	Email exchanges with working group re today's hearing and order and occupation agreement
IEA	25/06/20	\$625.00	2.00	\$1,250.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	25/06/20	\$435.00	0.20	\$87.00	Email exchanges with working group and client re Order, related matters and sale process
IEA	26/06/20	\$625.00	1.50	\$937.50	Emails and discussions with counsel, clients and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	26/06/20	\$435.00	0.40	\$174.00	Engaged with review of, revisions to and further drafting of request for expressions of interest; Email exchanges with I. Aversa and client re same
IEA	27/06/20	\$625.00	0.50	\$312.50	Emails and discussions with clients, counsel and J. Nemers and reviewing draft agreement of purchase and sale
JTN	27/06/20	\$435.00	1.00	\$435.00	Engaged with drafting of agreement of purchase and sale and schedule thereto; Email to I. Aversa re same
IEA	29/06/20	\$625.00	1.00	\$625.00	Emails and discussions with clients, counsel and J. Nemers and reviewing draft APA and providing comments
JTN	29/06/20	\$435.00	0.20	\$87.00	Email exchange with client re and engaged with review of Insolvency Insider posting; Email exchange with I. Aversa re draft APS; Email to client re same
IEA	30/06/20	\$625.00	1.00	\$625.00	Telephone call, emails and discussions with clients, counsel and J. Nemers
JTN	30/06/20	\$435.00	0.10	\$43.50	Email exchanges with client and I. Aversa
IEA	06/07/20	\$625.00	0.20	\$125.00	Emails and discussions with client and J. Nemers
JTN	06/07/20	\$435.00	0.10	\$43.50	Email exchange with client re status update
IEA	10/07/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel, clients and J. Nemers
JTN	10/07/20	\$435.00	0.10	\$43.50	Receipt and review of email from B. Keenan
IEA	13/07/20	\$625.00	0.50	\$312.50	Telephone call, emails and discussions with counsel, clients and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	13/07/20	\$435.00	0.20	\$87.00	Email exchange and telephone call with client re email received from B. Keenan
IEA	23/07/20	\$625.00	0.20	\$125.00	Emails and discussions with client re update and next steps
JTN	23/07/20	\$435.00	0.10	\$43.50	Email exchange with H. Chaiton
IEA	24/07/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel, client and J. Nemers
JTN	24/07/20	\$435.00	0.10	\$43.50	Email to P. Gennis re occupation agreement
IEA	28/07/20	\$625.00	0.20	\$125.00	Emails and discussions with clients, counsel and J. Nemers
JTN	28/07/20	\$435.00	0.10	\$43.50	Receipt and review of email from B. Bissell

TOTAL:	13.00	\$7,593.00
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Name	Hours	Rate	Value
Ian E. Aversa (IEA)	10.20	\$625.00	\$6,375.00
Jeremy T. Nemers (JTN)	2.80	\$435.00	\$1,218.00

OUR FEE	\$7,593.00
HST at 13%	\$987.09

AMOUNT NOW DUE	\$8,580.09
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THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa
E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

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 airdberlis.com

msi Spergel inc.
 200-505 Consumers Road
 North York, ON
 M2J 4V8

Attention: Mr. Philip H. Gennis

Invoice No.: 680700

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13225/156859
 Client No.: 13225
 Matter No.: 156859

August 28, 2020

Re: Receivership of Eveley International Corporation

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended August 25, 2020

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	29/07/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel, clients and J. Nemers
JTN	29/07/20	\$435.00	0.10	\$43.50	Receipt and review of email from P. Gennis
IEA	30/07/20	\$625.00	0.30	\$187.50	Telephone call, emails and discussions with counsel, client and J. Nemers
JTN	30/07/20	\$435.00	0.10	\$43.50	Receipt and review of email from B. Bissell
IEA	31/07/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel, clients and J. Nemers
IEA	03/08/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel re next steps
IEA	04/08/20	\$625.00	1.50	\$937.50	Emails and discussions with counsel, clients and J. Nemers; Engaged with reviewing documents and materials related to the sale process and emails and discussions re same

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	04/08/20	\$435.00	1.40	\$609.00	Receipt and review of emails from client and I. Aversa re results of sale process and next steps; Consider same; Email exchanges with I. Aversa re same; Engaged with review of and revisions to spreadsheet; Engaged with high-level security review and related tasks
IEA	05/08/20	\$625.00	2.00	\$1,250.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	05/08/20	\$435.00	1.90	\$826.50	Engaged with consideration of sale process results; Email to client re suggested next steps and related matters; Attend on conference call with client; Attend on conference call with B. Bissell
IEA	06/08/20	\$625.00	1.20	\$750.00	Emails and discussions with counsel, clients, J. Nemers and S. Morris
SRM	06/08/20	\$385.00	0.20	\$77.00	Order, review and report on corporate profiles
JTN	06/08/20	\$435.00	0.90	\$391.50	Telephone call with I. Aversa; Follow-up email exchanges with B. Bissell; Engaged with drafting of security opinion re CEFL; Email exchanges with client
IEA	07/08/20	\$625.00	0.40	\$250.00	Emails and discussions with J. Nemers and S. Morris re search results and draft motion materials
SRM	07/08/20	\$385.00	0.20	\$77.00	Review and report on updated certified PPSA search
JTN	07/08/20	\$435.00	0.10	\$43.50	Receipt and review of updated PPSA search for security opinion
IEA	10/08/20	\$625.00	1.00	\$625.00	Telephone call, emails and discussions with counsel, clients and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	10/08/20	\$435.00	1.10	\$478.50	Receipt and review of email from H. Chaiton; Email exchanges with B. Bissell; Engaged with drafting of notice of motion; Email to client re same
IEA	11/08/20	\$625.00	1.50	\$937.50	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	11/08/20	\$435.00	0.50	\$217.50	Telephone call with I. Aversa and email exchanges with H. Chaiton and B. Bissell; Receipt and review of lengthy email from B. Bissell re LOIs
IEA	12/08/20	\$625.00	0.50	\$312.50	Telephone calls, emails and discussions with counsel, client and J. Nemers
IEA	13/08/20	\$625.00	1.20	\$750.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	13/08/20	\$435.00	2.00	\$870.00	Telephone call with I. Aversa; Attend on conference call with B. Bissell; Engaged with drafting of confidentiality agreement re sale process results; Email to I. Aversa re same; Engaged with drafting of APA
IEA	14/08/20	\$625.00	0.40	\$250.00	Emails and discussions with counsel, clients and J. Nemers
IEA	16/08/20	\$625.00	1.00	\$625.00	Emails and discussions with counsel, clients and J. Nemers and reviewing draft APAs (x2) and providing comments
JTN	16/08/20	\$435.00	1.50	\$652.50	Engaged with drafting of two APAs and schedules thereto; Email to I. Aversa re same
IEA	17/08/20	\$625.00	1.00	\$625.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	17/08/20	\$435.00	0.70	\$304.50	Telephone call with I. Aversa; Receipt and review of email from H. Chaiton; Email to client re draft NDA, sale process results, two APAs and related matters; Telephone call with client; Email to H. Chaiton
IEA	18/08/20	\$625.00	1.00	\$625.00	Telephone call, emails and discussions with counsel, clients and J. Nemers; Emails and discussions with J. Nemers and S. Morris re motion materials and search results
SRM	18/08/20	\$385.00	0.20	\$77.00	Conduct prelim and obtain profile for Canadian Western Bank; Review and report on same
JTN	18/08/20	\$435.00	1.70	\$739.50	Engaged with review of security documents provided in respect of CWB and corresponding PPSA registrations; Engaged with drafting of security opinion re CWB; Engaged with completion of security opinion in respect of CEFL; Email to client re same; Email exchange with H. Chaiton; Telephone call with I. Aversa
IEA	19/08/20	\$625.00	0.50	\$312.50	Emails and discussions with counsel, clients and J. Nemers
JTN	19/08/20	\$435.00	0.30	\$130.50	Receipt and review of email from B. Bissell; Engaged with revisions to APS'; Email to B. Bissell re same
IEA	20/08/20	\$625.00	0.50	\$312.50	Emails and discussions with counsel, clients and J. Nemers
JTN	20/08/20	\$435.00	0.10	\$43.50	Email exchanges with client and B. Bissell
IEA	21/08/20	\$625.00	1.60	\$1,000.00	Telephone calls, emails and discussions with counsel (x2), clients and J. Nemers
JTN	21/08/20	\$435.00	0.40	\$174.00	Email to and telephone call with H. Chaiton

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	22/08/20	\$625.00	0.20	\$125.00	Emails and discussions with clients and J. Nemers regarding the APAs and next steps regarding same
IEA	24/08/20	\$625.00	0.40	\$250.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	24/08/20	\$435.00	0.10	\$43.50	Email exchange with client
JTN	25/08/20	\$435.00	0.10	\$43.50	Telephone call with I. Aversa
TOTAL:			30.40	\$16,386.00	

Name	Hours	Rate	Value
Ian E. Aversa (IEA)	16.80	\$625.00	\$10,500.00
Jeremy T. Nemers (JTN)	13.00	\$435.00	\$5,655.00
Shannon R. Morris (SRM)	0.60	\$385.00	\$231.00

OUR FEE	\$16,386.00
HST at 13%	\$2,130.18

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Search Under P.P.S.A.	\$8.00
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Subject to HST

Service Provider Fee	\$4.50
Corporate Search	\$36.00
Total Disbursements	\$40.50
HST at 13%	\$5.27

AMOUNT NOW DUE	\$18,569.95
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THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

41341072.1

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
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 T 416.863.1500 F 416.863.1515
 airdberlis.com

msi Spergel inc.
 200-505 Consumers Road
 North York, ON
 M2J 4V8

Attention: Mr. Philip H. Gennis

Invoice No.: 683888

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13225/156859
 Client No.: 13225
 Matter No.: 156859

September 30, 2020

Re: Receivership of Eveley International Corporation

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended September 30, 2020

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	26/08/20	\$625.00	0.80	\$500.00	Telephone call, emails and discussions with counsel, clients and J. Nemers
JTN	26/08/20	\$435.00	1.00	\$435.00	Email exchanges with working group; Attend on conference call with client re status and next steps
IEA	27/08/20	\$625.00	0.80	\$500.00	Telephone call, emails and discussions with counsel, clients and J. Nemers
JTN	27/08/20	\$435.00	0.50	\$217.50	Email exchanges with working group; Engaged with high-level review of mark-up to cumulative APS from B. Bissell
IEA	28/08/20	\$625.00	0.30	\$187.50	Telephone call, emails and discussions with counsel, clients and J. Nemers
JTN	28/08/20	\$435.00	0.10	\$43.50	Email exchanges with client
IEA	29/08/20	\$625.00	0.70	\$437.50	Telephone call, emails and discussions with clients and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	29/08/20	\$435.00	0.70	\$304.50	Attend on conference call with client to discuss APA mark-up received by B. Bissell; Engaged with revisions to same
IEA	30/08/20	\$625.00	0.50	\$312.50	Telephone call, emails and discussions with counsel, clients and J. Nemers regarding the draft APA and next steps regarding same
JTN	30/08/20	\$435.00	0.70	\$304.50	Email exchanges with client; Telephone calls with I. Aversa; Engaged with further revisions to APA; Email to B. Bissell
IEA	31/08/20	\$625.00	0.80	\$500.00	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	31/08/20	\$435.00	0.20	\$87.00	Receipt and review of email from B. Bissell; Email exchanges with working group; Telephone call with I. Aversa
IEA	01/09/20	\$625.00	0.80	\$500.00	Telephone call, emails and discussions with counsel, clients and J. Nemers
JTN	01/09/20	\$435.00	0.80	\$348.00	Attend on conference call with B. Bissell and client
IEA	02/09/20	\$625.00	0.20	\$125.00	Emails and discussions with clients and J. Nemers
IEA	06/09/20	\$625.00	0.20	\$125.00	Emails and discussions with clients and J. Nemers
IEA	08/09/20	\$625.00	1.10	\$687.50	Telephone calls, emails and discussions with counsel, clients and J. Nemers
JTN	08/09/20	\$435.00	0.10	\$43.50	Email exchange with I. Aversa re status
IEA	09/09/20	\$625.00	0.20	\$125.00	Emails and discussions with client, counsel and J. Nemers
IEA	15/09/20	\$625.00	0.20	\$125.00	Emails and discussions with client and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	15/09/20	\$435.00	0.10	\$43.50	Receipt and review of email from P. Gennis
IEA	16/09/20	\$625.00	0.50	\$312.50	Telephone call, emails and discussions with counsel, client and J. Nemers
JTN	16/09/20	\$435.00	0.10	\$43.50	Email exchanges with client and I. Aversa
IEA	17/09/20	\$625.00	0.20	\$125.00	Emails and discussions with client, counsel and J. Nemers
JTN	17/09/20	\$435.00	0.10	\$43.50	Email exchange with B. Bissell
IEA	18/09/20	\$625.00	0.50	\$312.50	Emails and discussions with counsel, client and J. Nemers; Engaged with reviewing the revised version of the draft APA
JTN	18/09/20	\$435.00	0.30	\$130.50	Follow-up email exchange with B. Bissell; Receipt and high-level review of proposed changes to draft APS from B. Bissell
IEA	20/09/20	\$625.00	0.40	\$250.00	Emails and discussions with J. Nemers regarding the revised draft APA from counsel
JTN	20/09/20	\$435.00	0.30	\$130.50	Email with further review of proposed draft APS changes; Email to I. Aversa re same
IEA	21/09/20	\$625.00	0.50	\$312.50	Emails and discussions with counsel, client and J. Nemers
JTN	21/09/20	\$435.00	0.10	\$43.50	Email to client re status and APA comments
IEA	22/09/20	\$625.00	0.20	\$125.00	Emails and discussions with client and J. Nemers
JTN	22/09/20	\$435.00	0.10	\$43.50	Receipt and review of email from client
IEA	23/09/20	\$625.00	2.00	\$1,250.00	Telephone call, emails and discussions with client and J. Nemers; Emails and discussions with G. Camelino and J. Nemers

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	23/09/20	\$435.00	2.40	\$1,044.00	Attend on conference call with client re latest draft APS; Engaged with revisions re same; Email to and discussions with I. Aversa re same; Engaged with further revisions; Email to B. Bissell re same
IEA	24/09/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel, client and J. Nemers
JTN	24/09/20	\$435.00	0.10	\$43.50	Email to client
IEA	25/09/20	\$625.00	0.40	\$250.00	Telephone call, emails and discussions with counsel, client and J. Nemers
JTN	25/09/20	\$435.00	0.10	\$43.50	Email exchange with client
IEA	28/09/20	\$625.00	0.20	\$125.00	Emails and discussions with counsel, client and J. Nemers
JTN	28/09/20	\$435.00	0.10	\$43.50	Follow-up email to B. Bissell
IEA	29/09/20	\$625.00	0.40	\$250.00	Emails and discussions with counsel, client and J. Nemers re update and next steps
TOTAL:			20.00	\$10,999.00	

Name	Hours	Rate	Value
Ian E. Aversa (IEA)	12.10	\$625.00	\$7,562.50
Jeremy T. Nemers (JTN)	7.90	\$435.00	\$3,436.50

OUR FEE	\$10,999.00
HST at 13%	\$1,429.87
AMOUNT NOW DUE	\$12,428.87

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

41803443.1

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
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 T 416.863.1500 F 416.863.1515
 airdberlis.com

msi Spergel inc.
 200-505 Consumers Road
 North York, ON
 M2J 4V8

Attention: Mr. Philip H. Gennis

Invoice No.: 686707

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13225/156859
 Client No.: 13225
 Matter No.: 156859

October 30, 2020

Re: Receivership of Eveley International Corporation

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended October 27, 2020

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	01/10/20	\$625.00	0.10	\$62.50	Emails and discussions with counsel, client and J. Nemers
JTN	01/10/20	\$435.00	0.10	\$43.50	Further follow-up email to B. Bissell
IEA	02/10/20	\$625.00	1.00	\$625.00	Engaged with reviewing revised draft APS and emails with counsel, client and J. Nemers regarding same
JTN	02/10/20	\$435.00	0.20	\$87.00	Receipt and review of email from B. Bissell and corresponding further revised draft APS; Consider same
IEA	03/10/20	\$625.00	0.40	\$250.00	[A107] Communicate/Other Outside Counsel - Emails and discussions with counsel, client and J. Nemers regarding the draft APS and next steps regarding same
JTN	03/10/20	\$435.00	0.10	\$43.50	Email exchange with client re request from B. Bissell
IEA	05/10/20	\$625.00	1.50	\$937.50	Telephone call, emails and discussions with counsel, client and J. Nemers re draft APS and next steps re same; Engaged with

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					reviewing the revised APS and emails re same
JTN	05/10/20	\$435.00	1.90	\$826.50	Email exchanges with client; Attend on conference call with client, B. Bissell and proposed purchaser; Discussion with I. Aversa; Engaged with further revisions to draft agreement; Email to client re same
IEA	06/10/20	\$625.00	1.30	\$812.50	Telephone call and emails with client and J. Nemers re draft APA and reviewing and revising draft APA
JTN	06/10/20	\$435.00	1.20	\$522.00	Email exchange with client re draft APS; Attend on conference call with client re same; Engaged with revisions re same; Email to B. Bissell re same
IEA	07/10/20	\$625.00	0.60	\$375.00	Engaged with reviewing draft letter to counsel and providing comments and emails and discussions re same; Telephone call with client
JTN	07/10/20	\$435.00	1.40	\$609.00	Receipt and review of email from client; Engaged with drafting of and revisions to letter to G. Camelino re return of monies; Email exchanges with client re same; Finalize letter and email to G. Camelino
IEA	08/10/20	\$625.00	1.90	\$1,187.50	Telephone calls, emails and discussions with counsel, client and J. Nemers; Engaged with reviewing and revising the draft APS; Engaged with reviewing documents and correspondence from CRA
JTN	08/10/20	\$435.00	1.40	\$609.00	Receipt and review of emails from client re request from applicant and CRA-related matters; Prepare analysis re same; Email to and discussions with I. Aversa and M. Manchanda re same; Email to client; Receipt and review of updated APS; Engaged with further revisions to same; Email to B. Bissell re same; Attend to related tasks as needed

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	09/10/20	\$625.00	1.40	\$875.00	Telephone call, emails and discussions with client; Engaged with reviewing and revising the draft APS; Engaged with reviewing the revised draft from counsel and emails from counsel; Discussions with J. Nemers re same
JTN	09/10/20	\$435.00	0.60	\$261.00	Email exchanges with working group; Receipt and review of further comments from B. Bissell re draft APS; Receipt and review of blackline; Consider same; Telephone call with I. Aversa re same
IEA	13/10/20	\$625.00	0.40	\$250.00	Engaged with reviewing the revised draft APS and emails with client and J. Nemers
JTN	13/10/20	\$435.00	0.20	\$87.00	Email exchange with I. Aversa re blackline received from B. Bissell; Email to client; Attend to tasks re same
IEA	14/10/20	\$625.00	3.20	\$2,000.00	Engaged with reviewing and revising the draft APS and corresponding motion materials; Telephone call with client re same; Engaged with further revisions to the draft APS; Emails with client, counsel and J. Nemers re same
JTN	14/10/20	\$435.00	0.20	\$87.00	Email exchanges with client and I. Aversa; Engaged with review of further revised draft APS
IEA	15/10/20	\$625.00	1.20	\$750.00	Telephone calls, emails and discussions with opposing counsel, client and J. Nemers re the draft APS; Engaged with reviewing the revised draft APS and discussions re same
JTN	15/10/20	\$435.00	0.30	\$130.50	Receipt and review of emails from B. Bissell re further comments re draft APS; Consider same; Email exchanges with working group re same

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	16/10/20	\$625.00	0.50	\$312.50	Telephone call with client regarding draft APS; Emails and discussions with client, counsel and J. Nemers regarding same
JTN	16/10/20	\$435.00	0.40	\$174.00	Engaged with further revisions to draft APS; Telephone call with I. Aversa re same; Email to client re same
IEA	19/10/20	\$625.00	0.20	\$125.00	Emails with counsel, client and J. Nemers regarding draft APS
JTN	19/10/20	\$435.00	0.10	\$43.50	Follow-up email to B. Bissell
IEA	20/10/20	\$625.00	0.50	\$312.50	Emails and discussions with counsel, client and J. Nemers re APS and next steps; Engaged with reviewing revised version of APS
JTN	20/10/20	\$435.00	0.10	\$43.50	Email exchange with client re request from B. Bissell's client
IEA	21/10/20	\$625.00	0.50	\$312.50	Emails and discussions with counsel, client and J. Nemers; Instructions to J. Nemers re fee affidavit and motion materials
JTN	21/10/20	\$435.00	0.20	\$87.00	Email exchanges with working group; Engaged with review of and revisions to draft fee affidavit
IEA	22/10/20	\$625.00	0.30	\$187.50	Emails and discussions with counsel, client and J. Nemers
JTN	22/10/20	\$435.00	0.60	\$261.00	Receipt and review of fully-executed APS; Engaged with revisions to draft court materials
IEA	23/10/20	\$625.00	0.50	\$312.50	Emails with counsel, client and J. Nemers regarding next steps re motion materials and upcoming hearing; Telephone call with P. Gennis

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	23/10/20	\$435.00	1.30	\$565.50	Follow-up email to court re hearing date; Email exchange with working group; Telephone call with client; Engaged with further drafting of and revisions to court materials; Email to client re same; Telephone call with I. Aversa
IEA	24/10/20	\$625.00	0.20	\$125.00	Emails and discussions regarding scheduling court hearing
JTN	24/10/20	\$435.00	0.20	\$87.00	Email exchanges with Court office re scheduling
IEA	25/10/20	\$625.00	0.20	\$125.00	Emails and discussions regarding scheduling hearing
JTN	25/10/20	\$435.00	0.20	\$87.00	Email exchange with D. Lu re Zoom and Sync.com addresses; Calendar invite to court and Justice Cavanagh re same
IEA	26/10/20	\$625.00	0.30	\$187.50	Emails and discussions regarding scheduling court hearing; Emails and discussions regarding draft Receiver's report
JTN	26/10/20	\$435.00	0.10	\$43.50	Email to client and B. Bissell re hearing date
IEA	27/10/20	\$625.00	0.20	\$125.00	Emails with client and J. Nemers
TOTAL:			27.20	\$14,948.00	

Name	Hours	Rate	Value
Ian E. Aversa (IEA)	16.40	\$625.00	\$10,250.00
Jeremy T. Nemers (JTN)	10.80	\$435.00	\$4,698.00

OUR FEE	\$14,948.00
HST at 13%	\$1,943.24
AMOUNT NOW DUE	\$16,891.24

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

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IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

42181964.1

Attached is Exhibit “B”

Referred to in the

AFFIDAVIT OF DAMIAN LU

Sworn before me

this 2nd day of November, 2020

Lynn Tay

Commissioner for taking Affidavits, etc

STATEMENT OF RESPONSIBLE INDIVIDUALS

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

Lawyer	Call to Bar	Hrly Rate	Total Time	Value
Ian Aversa	2008	\$625.00	130.60	\$81,625.00
Jeremy T. Nemers	2014	\$435.00	67.50	\$29,362.50
Clerk/Student	Call to Bar	Avg Hrly Rate	Total Time	Value
Jenaya McLean	N/A	\$240.00	0.30	\$72.00
Shannon Morris	NA	\$385.00	0.60	\$231.00
Damian Lu	N/A	\$295.00	0.80	\$236.00

**Standard hourly rates listed. However, in certain circumstances adjustments to the account were made.*

Applicant

Respondent

Court File No. CV-20-00639897-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

AFFIDAVIT OF DAMIAN LU

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO # 55449N)

Tel: (416) 865-3082

Fax: (416) 863-1515

Email: iaversa@airdberlis.com

Jeremy Nemers (LSO # 66410Q)

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Email: jnemers@airdberlis.com

*Lawyers for msi Spengel inc., in its capacity as Interim Receiver and
Receiver of Eveley International Corporation*

APPENDIX 9

District of
Division No. -
Court No. 32-159181
Estate No. 32-159181

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**In the matter of the receivership of
EVELEY INTERNATIONAL CORPORATION**
Receiver's Statement of Receipts and Disbursements
as at October 31, 2020

RECEIPTS

1. Asset Realization		
Accounts receivable	2,998.13	
Sale of inventory	<u>7,220.00</u>	10,218.13
2. Miscellaneous		
HST collected	553.00	
Interest allocation	121.91	
Receiver Borrowing from Secured Creditor	<u>277,190.24</u>	277,865.15
TOTAL RECEIPTS		<u>288,083.28</u>

DISBURSEMENTS

3. Fees Paid		
To official receiver	<u>70.00</u>	70.00
4. Other advertising	<u>755.00</u>	755.00
5. Premium		
Insurance	<u>56,853.08</u>	56,853.08
6. Legal fees and legal services costs		
HST on legal fees	<u>3,901.31</u>	3,901.31
7. Federal and Provincial taxes		
HST paid on disbursements exclusive of fees	10,718.83	
HST on Receiver/Agent's Fees	<u>6,210.91</u>	16,929.74
8. Fees		
Receiver's fees	<u>47,776.25</u>	47,776.25
9. Miscellaneous		
Appraisal fees	10,000.00	
Travel	2,657.31	
Other misc disbursements	1,650.00	
Change of locks	690.00	
Computer services	1,240.00	
Utilities	9,612.88	
Occupation rent	97,111.17	
Redirection of mail	167.50	
Repairs & maintenance	1,120.00	
Legal fees/disbursements	30,050.00	
Ascend License Fee	275.00	
HST on Ascend License Fee	<u>35.75</u>	154,609.61

TOTAL DISBURSEMENTS

		<u>280,894.99</u>
Net Receipts over Disbursements		<u>7,188.29</u>
		E&OE

APPENDIX 10



Canada Revenue Agency
Agence du revenu
du Canada

Toronto Centre Tax Services Office

1 Front St. W, Toronto ON M5J 2X6

Fax Cover Sheet /

Page couverture – transmission par télécopieur

From / De: Daniela Pesikan
INSOLVENCY OFFICER
Fax / Télécopie: (416) 954-6411
Phone / Téléphone: (905) 516-0763

To / À: CC MSI SPERGEL INC
Attn: Frieda
Phone / Téléphone: (416) 498-4309
Fax / Télécopie: (416) ~~498-4309~~ 494-7199

Pages sent / Pages envoyées: 5
(Including Cover / Incluant page couverture)

Re: Eveley International Corporation
Estate Number: 32-15981

Thank you for your cooperation with regards to this matter.

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Canada



Canada Revenue Agency
Agence du revenu
du Canada

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Tax Centre
Toronto ON M5J 2X6

November 13, 2020

MSI SPERGEL INC
505 CONSUMERS RD., SUITE 200
TORONTO ON M2J 4V8

Dear Sir/Madam:

Subject: EVELEY INTERNATIONAL CORPORATION
Account number: 10170 1407 RP0001

We were told that you have been appointed as receiver for the above-named. There is a debt owed to the Canada Revenue Agency for source deductions amounting to \$188,480.23 for income tax and Canada Pension Plan (CPP) contributions, as well as employment insurance (EI) premiums.

Details of the debt are as follows:

Tax deductions:	\$152,421.89
CPP:	\$ 8,918.72
EI:	\$ 3,283.76
Penalties and interest:	\$ 23,855.86
Total:	\$188,480.23

Further to the Income Tax Act, the Canada Pension Plan, and the Employment Insurance Act, the following amounts, which are included in the above totals, are trust funds and form no part of the property, business, or estate of EVELEY INTERNATIONAL CORPORATION in receivership.

Federal income tax:	\$29,871.13
Provincial income tax:	\$ 0.00
CPP employee part:	\$ 4,459.36
EI employee part:	\$ 1,368.23
Total:	\$35,698.72

Payment for the total amount of this trust, namely \$35,698.72, must be made to the Receiver General for Canada out of the realization of any property that is subject to these statutory trusts in priority to all other creditors.

.../2

National Insolvency Office
1 Front Street West
2nd Floor Suite 100
Toronto ON M5J 2X6

Local : 905-416-0763
Fax : 416-594-6411
Web site : canada.ca/taxes

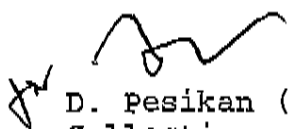
Please let us know when payment of this trust amount and the remaining balance of \$152,781.51 will be made.

This letter also serves as notice that should payment be made for any amount described in subsection 153(1) of the Income Tax Act for periods before or after your appointment, you must withhold tax deductions and remit payments in accordance with that subsection and sections 101 and 108 of the Income Tax Regulations.

Also, see section 5 of the Employment Insurance Act and section 8 of the Canada Pension Plan Regulations.

For more information or clarification, please call me at.

Yours truly,



D. Pesikan (1213)
Collections Officer-Insolvency

APPENDIX 11

Canada Revenue
AgencyAgence du revenu
du Canada

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Tax Centre
Toronto ON M5J 2X6

November 03, 2020

MSI SPERGEL INC
505 CONSUMERS RD., SUITE 200
TORONTO ON M2J 4V8

Dear Sir/Madam:

Subject: EVELEY INTERNATIONAL CORPORATION

We understand that you have been appointed receiver or receiver-manager (receiver) for the above GST/HST registrant. Currently, the registrant owes goods and services tax / harmonized sales tax (GST/HST) of \$21,243.53.

Period outstanding	GST/HST payable	Penalty & interest	Total
-----	-----	-----	-----
2020 04 30	\$ 189.54	\$ 6.06	\$ 195.60
2020 03 31	\$20,394.15	\$653.78	\$21,047.93
TOTAL	\$20,583.69	\$659.84	\$21,243.53

Under the Excise Tax Act, \$20,583.69 of the above totals represents property of the Crown held in trust and does not form part of EVELEY INTERNATIONAL CORPORATION's property, business, or estate. This is the case whether or not those funds are kept separate and apart from the registrant's own money or from the estate's assets.

You must pay the Receiver General for Canada \$20,583.69 out of the realization of any property subject to the trust created by subsection 222(3) of the Act before paying any other creditor. Please send us your payment right away. If this is not possible, please tell us when you will make the payment. Also, please tell us when you will pay the remaining balance of \$659.84.

As a receiver, you must collect and remit the registrant's GST/HST for the period you are acting as a receiver. You also

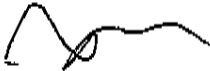
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CanadaNational Insolvency Office
1 Front Street West
2nd Floor Suite 100
Toronto ON M5J 2X6Local: 905-516-0763
Fax: 416-954-6411
Web site: canada.ca/taxes

must file the registrant's returns for any periods ending while you were acting as receiver. This includes any returns the registrant did not file for a period ending in or immediately before the fiscal year you became receiver.

For more information or clarification, please call us at (905) 516-0763.

Yours truly,



D. Pesikan (1213)
Collections Officer-Insolvency

CONFIDENTIAL
APPENDIX 1
(SUBJECT TO SEALING ORDER)

CONFIDENTIAL
APPENDIX 2
(SUBJECT TO SEALING ORDER)

CONFIDENTIAL
APPENDIX 3
(SUBJECT TO SEALING ORDER)

CONFIDENTIAL
APPENDIX 4
(SUBJECT TO SEALING ORDER)

CANADIAN EQUIPMENT FINANCE & LEASING INC.

- and -

EVELEY INTERNATIONAL CORPORATION

Applicant

Respondent

CV-20-00639897-00CL

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

Proceedings commenced at Toronto

FIRST REPORT OF THE RECEIVER

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Barristers and Solicitors
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Lawyers for the Court-appointed Receiver