

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
JUSTICE A. HILLIARD)

THURSDAY, THE 1st
DAY OF AUGUST 2024

BETWEEN:



ROYAL BANK OF CANADA

Applicant

- and -

MARA TECH AVIATION FUELS LTD.,
MARA-TECH AVIATION SERVICES LTD.,
MARA TECH AVIATION FUELS (THOMPSON) LTD., and
MARA TECH AVIATION FUELS (SUDBURY) LTD.

Respondents

DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed Receiver (the "**Receiver**" or "**BDO**"), without security, of all the undertakings, properties and assets of Mara Tech Aviation Fuels Ltd. ("**Fuels**"), Mara-Tech Aviation Services Ltd. ("**Services**"), Mara Tech Aviation Fuels (Thompson) Ltd. ("**Thompson**"), and Mara Tech Aviation Fuels (Sudbury) Ltd. ("**Sudbury**") (collectively, the "**Debtors**" or "**Mara Tech**"), for an order:

1. abridging and validating the time for and manner of service of this Notice of Motion, the Fifth Report of the Receiver dated July 15, 2024 (the "**Fifth Report**") and the Motion Record herein and directing any further service of this Notice of Motion, Fifth Report and Motion Record be dispensed with such that this motion is properly returnable on July 25, 2024;

2. for directions in respect of the unsecured claim of the Canada Revenue Agency, which unsecured claims against Mara Tech total \$72,484.43 for employee source deductions and GST/HST;
3. authorizing the Receiver to distribute any future HST refunds to Mara Tech's unsecured creditors, excluding Thompson, if and when received;
4. approving the activities and conduct of the Receiver as detailed in the Fifth Report;
5. approving the Receiver's Statement of Receipts and Disbursements as detailed in the Fifth Report;
6. approving the fees and disbursements of the Receiver and its counsel as detailed in the Fifth Report and authorizing payment of same;
7. approving and authorizing the distribution of the proceeds available in the estate of the Debtor to CRA, the unsecured creditors (as detailed in the Fifth Report), BDO Canada Limited and its counsel, SimpsonWigle LAW LLP, plus interest that may accrue on the amounts payable to them to the date of payment;
8. discharging BDO Canada Limited as Receiver of the Property of the Debtor (as defined in the Appointment Order) upon the Receiver filing a certificate certifying that it has completed the other activities described in the Fifth Report, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO Canada Limited in its capacity as Receiver; and
9. releasing BDO Canada Limited from any and all liability, as set out in paragraph 9 of this Order,

was heard this day at the Robert S.K. Welch Courthouse, 59 Church Street, St. Catharines, Ontario.

ON READING the Fifth Report, the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver and counsel for the Department of Justice, no one else appearing although served as evidenced by the Affidavit of Service of Tanisha Lashley sworn July 16, 2024, filed;

1. **THIS COURT ORDERS** that the time for and manner of service of the Notice of Motion, the Fifth Report and the Motion Record be and is hereby abridged and validated and any further service of the Notice of Motion, the Fifth Report and the Motion Record is hereby dispensed with such that the within Motion is properly returnable on this day;

2. **THIS COURT ORDERS AND DIRECTS** that the unsecured claim of Canada Revenue Agency in the total sum of \$72,484.43 for employee source deductions and GST/HST be allowed.

3. **THIS COURT ORDERS** that the Receiver is hereby authorized to distribute any future HST refunds to Mara Tech's unsecured creditors, excluding Thompson, if and when received.

4. **THIS COURT ORDERS** that the activities and conduct of the Receiver, as set out in the Fifth Report, are hereby approved.

5. **THIS COURT ORDERS** that the Receiver's Statement of Receipts and Disbursements, as set out in the Fifth Report, is hereby approved.

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Fifth Report and the Fee Affidavits, are hereby approved and payment of same is hereby authorized.

7. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands to:

- (a) Unsecured creditors in the amount of \$95,348.00;
- (b) BDO Canada Limited in the amount of \$5,650.00; and,
- (c) SimpsonWigle LAW LLP in the amount of \$4,953.75,

plus interest that may accrue on the aforesaid amounts to the date of payment.

8. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 7 hereof and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Fifth Report, such certificate to be in accordance with Schedule "A" to this Order, the Receiver shall be discharged as Receiver of the Property of the Debtor (as defined in the Appointment Order), provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO Canada Limited in its capacity as Receiver.

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

Local Civil Registrar

Schedule A – Form of Receiver’s Discharge Certificate

Court File No. 56184/15

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ROYAL BANK OF CANADA

Applicant

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**MARA TECH AVIATION FUELS LTD.,
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MARA TECH AVIATION FUELS (SUDBURY) LTD.**

Respondents

RECEIVER’S CERTIFICATE OF COMPLETION

1. The Receiver hereby certifies that it has completed the activities described in the Fifth Report of the Receiver dated July 15, 2024.

Dated:, 2024

BDO Canada Limited, in its capacity as Court-appointed Receiver of the assets, undertakings and properties of Mara Tech Aviation Fuels Ltd., Mara Tech Aviation Services Ltd., Mara Tech Aviation Fuels (Thompson) Ltd., and Mara Tech Aviation Fuels (Sudbury) Ltd. and not in its personal capacity

Christopher Mazur, CIRP, LIT

ROYAL BANK OF CANADA
Applicant

-AND-

MARA TECH AVIATION FUELS LTD. ET AL
Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT
ST. CATHARINES

ORDER

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Canada Limited