

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
JUSTICE HOWARD)
TUESDAY, THE 15TH
DAY OF JULY, 2025

B E T W E E N:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- and -

SOFTAB TECHNOLOGIES INC.

Respondent

APPROVAL AND VESTING ORDER

THIS APPLICATION, made by Motor City Community Credit Union Limited (the "**Credit Union**") for an order, *inter alia*, approving the sale transaction (the "**Transaction**") contemplated by the Agreement dated May 17, 2025, and Bill of Sale dated June 25, 2025 (collectively, the "**Sale Agreement**") between BDO Canada Limited, in its capacity as the proposed Court-appointed receiver (in such capacity, the "**Receiver**") of the undertakings, properties and assets of Softab Technologies Inc. (the "**Debtor**"), and Vitux Canada Inc. (the "**Purchaser**") appended to the Pre-Filing Report of the proposed Receiver dated July 3, 2025 (the "**Pre-Filing Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 245 Windsor Avenue, Windsor, Ontario.

ON READING the affidavit of Steven Schincariol sworn June 25, 2025, and the Exhibits thereto and the Pre-Filing Report and on hearing the submissions of counsel of the Applicant and of the Receiver, counsel for the Credit Union, those other parties that were present as listed on

the counsel slip, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn June 25, 2025 and the affidavit of Logan M. Bonner sworn July 3, 2025, filed:

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

2. **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.

3. **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 **Schedule B** hereto 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, pledges, assignments by way of security, conditional sales contracts, 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 of the Honourable Justice Howard dated July 15, 2025; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, including but not limited to those Claims listed on **Schedule C** (all of which are collectively referred to as the "**Encumbrances**"); and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **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 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 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.

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, 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 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.

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 to Approval and Vesting Order – Form of Receiver’s Certificate

Court File No. CV-25-00032108-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Plaintiff

- and –

SOFTAB TECHNOLOGIES INC.

Defendant

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "**Court**") dated [DATE OF ORDER], BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertakings, properties and assets of Softab Technologies Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the Agreement and Bill of Sale made as of [DATE OF AGREEMENT] (collectively, the "**Sale Agreement**") between the Receiver and Vitux Canada Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, 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 section • 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.

C. 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 section • of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**BDO Canada Limited, in its capacity as
Receiver of the undertakings, properties and
assets of Softab Technologies Inc., and not
in its personal capacity**

Per: _____

Name:

Title:

Schedule B to Approval and Vesting Order

1	LOT	Conference Room
1A	1	Conference Room Table
1B	LOT	Conference Room Chairs
1C	1	Sharp TV
1D	1	Credenza
2	LOT	Server Room
2A	1	Server Rack
2B	1	IT Equipment
2C	1	Office Chair
3	1	2022 Atlas Copco GA30 Rotary Screw Air Compressor, 30kW/41HP, s/n API338629
4	1	2021 Atlas Copco CD 85+ Air Dryer, s/n API151285
5	2	Air Holding Tanks
6	1	Atlas Copco UD100+ Filter
7	1	Atlas Copco PDp70+ Filter
8	1	Atlas Copco QDT 95 Carbon Tower w/ Filters
9	1	2020 CAG Technologies/NOXERIOR NOVAIR NITROSWING Modular PSA Nitrogen Generator, Directive 2014/68 EU, s/n 17620, Fluid Cat. 2, Category 1, 115V, Module H, 0.3kW/2.6A Max Load, 60 Hz, 225kg
10a	1	Nitrogen Storage Tanks w/ Valves (80L)
10b	1	Nitrogen Storage Tanks w/ Valves (120L)
11	LOT	Compressed Air Distribution Piping Throughout Facility
12	LOT	Nitrogen Distribution Piping Throughout Facility w/ Inline Filters, Connectors, Valves, etc.
13	2	Genus Fli Bug Zappers
14	1	"Thermo Forma Class II, A2 Biological Safety Cabinet (Note: Not In Service)"

15	LOT	Mechanical Area
15A	1	Utility Cart
15B	1	Workbench w/ Vise
15C	LOT	Wooden Workbenches
15D	LOT	Hand Tools
15E	1	Roto Tiller
15F	LOT	Garbage Cans
15G	LOT	Hose
15H	LOT	Ladders
15I	1	Mop & Bucket
15J	LOT	Brooms
15K	LOT	Cleaning Supplies
15L	LOT	Stools
16	1	2023 EFI C3-82VC Bottom Mount Reach-Ins Vertical Cooler, 82", 3-door, s/n C#-82VC00323022400O30006
17	LOT	(9) Sections of Pallet Racking Consisting of: (10) Frames, (36) Beams, (54) Mesh Inserts
18	3	Pallet Jacks
19	2	Dickson Chart Recorders
20	1	Mettler Toledo Drive-On Platform Scale, 1,200kg Cap. w/ IND236 Weighing Terminal
21	58	Plastic Pallets
22	1	"2018 Toyota 8FBE15U Electric Forklift, 3-Wheel, 2,600lb Cap., 189" Max Lift, 3-Stage Mast, Side Shift, 48V, 11,617.6 Key On Hours, Oldham 24-FAB15-342 Battery, Solid Tires w/ P.B.M ENERPOWER Three-Phase WOWa 48V 1000A Battery Charger, s/n KL0831 (Note: Informed Item is Leased)
23	LOT	Warehouse Area
23A	LOT	Drum Dollies
23B	LOT	Metal Shelving
23C	1	Ladder

23D	LOT	Garbage Cans
23E	LOT	Cleaning Supplies
23F	LOT	Brooms
23G	1	Extech Humidity Meter
23H	1	Uline Warehouse Cart
24	1	Uline H-6714GR 1/2 Cubic Yard Heavy Duty Tilt Truck
25	6	Omcan WTS-3060-4BS-420 Stainless Steel Tables
26	1	Mettler Toledo Bench Top Scale w/ Mettler Toledo IND256X Weighing Terminal
27	1	"2022 Anhamm Automatic Spill Barrier, 3'6""W x 30""H, Fabr. No. KL3019 (Note: Possible Leasehold Improvement)
28	2	Global Industrial 298541 Safety Storage Cabinet for Flammable Liquids, 2-Door
29	1	2023 Nederman Fume Extractor, Ctr. No 23124-00, Item No 10554535 w/ Exhaust Fan on Roof
30	1	PVC Curtain
31	LOT	Warehouse Office
31A	3	Chairs
31B	1	Workstation
31C	1	Garbage Can
33	1	2023 Nederman FilterCart Advanced 3m 120V US, Ctr. No 23214-00, Item No 12636045
34	3	Nexel 7230BSS Stainless Steel Workbenches
35	LOT	Assorted Calibration Weights w/ Stainless Steel Cart
35A	LOT	Assorted Calibration Weights
35B	1	Stainless Steel Cart
36	1	Omcan S2C181811-18LRUS 2-Basin Stainless Steel Sink
37	1	Insignia NS-UZ14SS0 Upright Freezer, s/n 23120C00040
38	2	Global Industrial Single Basin Stainless Steel Sinks
39	1	Sanyo MIR-262 Incubator, s/n 01211643

40	1	Guardian Emergency Shower/Eyewash Station
41	1	Platform/Steps to Compounding Tank
42	2	Stainless Steel Drain Headers
43	LOT	Remaining Loose Contents in Clean Rooms
43A	LOT	Plastic Pallets
43B	LOT	Dwyer Magnehelic Gauges
43C	LOT	Stainless Steel Carts
43D	LOT	Stainless Steel Glove Box Holders
43E	LOT	Garbage Cans
43F	LOT	Extech Humidity Meters
43G	LOT	Metro Racks
43H	LOT	Drum Dollies
43I	LOT	Mops & Buckets
43J	LOT	Cleaning Supplies
43K	LOT	Stools
43L	LOT	Ladders
43M	1	Pegboard w/ Contents
44	1	Advance SC500 Floor Cleaner
45	LOT	Employee Cafeteria
45A	LOT	Tables
45B	LOT	Chairs
45C	1	Fridge
45D	1	Microwave
45E	1	Coffee Machine
46	LOT	Hallway Area & Locker Rooms
46A	LOT	Locker Room Benches
46B	LOT	Boot Racks
46C	LOT	Cleaning Supplies

46D	1	Ladder
46E	1	Metal Rack
46F	LOT	Garbage Cans
46G	1	Mop & Bucket
46H	LOT	Aluminum Benches
46I	LOT	Stainless Steel Glove Box Holders
47	1	Suez PROflex LT Reverse Osmosis Water Purification System, Model No. RO-PFLT4-4F,26TF18M1,H401XXS1XXXXXXCXX, s/n 22-2340023FDL-01, PERM Rate @ 77 Deg F, 4.00 GPM, CONC Rate 1.33 GPM, RECYCLE Rate: 3.85, Inlet Pressure MIN 30 PSI, MAX 60 PSI, RO Pump 1 Model No. TONKAFLO SS1816X 3HP, s/n 082200044, Mech. Seal STD. 5/8"-21-BF50-1C1-316, Const. STD
48	1	Hot Water Holding Tank w/ Dayton 1D878 Pump, 9P044B Motor, 1.5HP
49	1	High Purity Water Services Water Softener System Consisting of: Carbon Exchange Tank, Water Softening Resin Tank, Pentair BIG BLUE 1 Inch NPT Filter Housing, Salt Tank, Piping, Valves, Gauges, etc.
50	1	Water Storage Tank w/ 0.2 Micron Air Filter Housing, 0.2 Micron Water Filter Housing, Grundfos Water Circulation Pump, UV Lamp w/ Counter, Sleeve and Housing, Piping, Valves, Gauges, etc.
51	1	Pro Trades Boilers w/ Buffer Tanks System Including: IBC VX-199 Boiler, Lochinvar IBT-119 Buffer Tank, Grundfos UPS26-99 Boiler Pump, Honeywell PV200S Air Separator, Flexcon SXHT-90 Expansion Tank
52	1	Generac Guardian 24kW Natural Gas Powered Backup Generator w/ Generac Automatic Transfer Switch
53	1	Wire Mesh SS Cart for Dispensed Material Transfer
54	1	XR-304 Scale
55	1	35kg scale with SS Platform
56	1	150kg Platform Scale with SS Platform
57	1	Moisture Analyzer
58	1	Viscosity Meter
59	1	Vacuum Tank
60	1	Heater (in the sink)
61	1	Red Trolley with Hydraulic Lift for Material Transfer
62	1	35kg scale with SS Platform

63	1	150kg Platform Scale with SS Platform
64	1	XR340 Scale with 2 Glass Doors
65	1	Standard Weight (Calibrated) - 200g and 10g (1 Box)

Schedule C to Approval and Vesting Order

Personal Property Security Act (Ontario) Registrations

	Registration Number	PPSA File Number	Registered Party
1.	20240702 1624 1590 9232	506907315	Vancho Cirovski and Marlin Cirovski
2.	20220722 1324 1590 2981	785148921	Motor City Community Credit Union Limited

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

-and-

SOFTAB TECHNOLOGIES INC.

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Respondent

Court File No. CV-25-00035108-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

ORDER

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