

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

BETWEEN:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- And -

SOFTAB TECHNOLOGIES INC

Respondent

MOTION RECORD OF THE RECEIVER

Date: September 18, 2025

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Respondent

AND TO: **CANADA REVENUE AGENCY**
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OF ONTARIO AS REPRESENTED BY
THE MINSITRY OF FINANCE**
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Guarantor

AND TO: **TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.**
630-401 The West Mall
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AND TO: **ZURICH PHARMA INC. o/a MEDICAP LABORATORIES INC.**
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Guarantor

AND TO: **MARLIN CIROSKI**
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AND TO: **VITUX CANADA INC.**
3910 Devon Drive,
Windsor, ON N8X 4L2

COURT FILE NO.: CV-25-00032108-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- And -

SOTFTAB TECHNOLOGIES INC.

Respondent

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

B E T W E E N:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

and

SOFTAB TECHNOLOGIES INC.

Respondent

APPLICATION UNDER Subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, and Rule 14.05(3)(g) and (h) of the *Rules of Civil Procedure*

NOTICE OF MOTION

THIS MOTION, made by BDO Canada Limited, in its capacity as court-appointed receiver (The “Receiver”) of all of the fixtures and equipment of the Respondent, Softab Technologies Inc. (the “Debtor”) located at the property known as 3190 Devon Drive, Unit B, Windsor, Ontario, will make a Motion to a Judge on October 7, 2025 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard (*choose appropriate option*)

In writing under subrule 37.12.1(1) because it is
[insert on consent, unopposed or made without notice];

In writing as an opposed motion under subrule 37.12.1(4);

In person;

[] By telephone conference;

[X] By video conference.

at the following location

Superior Court of Justice, 245 Windsor Ave., Windsor, Ontario.

Link to be provided by the Court.

(Courthouse address for in person hearing or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

THE MOTION IS FOR *(State here the precise relief sought)*

- (a) an Order in the form attached as Schedule “A”;
 - (i) abridging the time for service of the Notice of Motion and motion record so that the motion is properly returnable on October 7, 2025; and dispensing with further service thereof;
 - (ii) approving the Receiver’s activities and proposed activities described in its First Report to Court dated September 12, 2025 (the “First Report”);
 - (iii) approving the Receiver’s Statement of Receipts and Disbursements for the period July 15, 2025 to August 15, 2025;
 - (iv) approving the fees and disbursements of the Receiver and the fees and disbursements of its counsel;

- (v) after payment of the professional fees of the Receiver and its counsel, authorizing and directing the Receiver to pay the funds remaining in its hands from this receivership as follows:
 - (1) Firstly, \$72,740.56 to Canada Revenue Agency in full satisfaction of its claim against the Debtor for unpaid source deductions;
 - (2) Secondly, \$12,731.95 to High Purity Water Systems, in full satisfaction of the amounts owing by the Debtor in respect of the purchase of a water purification system; and
 - (3) the balance, to the Applicant, Motor City Community Credit Union Limited (“MCCCU”), not to exceed the amount of the secured indebtedness owing by the Debtor to MCCCU;
 - (vi) releasing and discharging BDO Canada Limited as the Receiver;
 - (vii) sealing the Confidential Report to the First Report;
 - (viii) after completion of the Outstanding Matters (as defined in the Report), authorizing the Receiver to file a certificate certifying that it has completed the administration herein; and,
- (b) such further and other relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE *(Specify the grounds to be argued, including a reference to any statutory provision or rule to be relied on).*

- (a) the Receiver's activities and proposed activities as outlined in the First Report are commercially reasonable;
- (b) the Receiver's fees and disbursements and the fees and disbursements of its counsel are commercially reasonable;
- (c) the Receiver has obtained an opinion from its independent counsel that, subject to the usual qualifications, MCCCUC has valid and enforceable first-ranking security over the Debtor's personal property; and
- (d) such further and other grounds as the lawyers may advise.

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

(List the affidavits or other documentary evidence to be relied on).

- (a) The First Report of the Receiver dated September 12, 2025; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 18, 2025

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Respondent

AND TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
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Windsor, ON N8X 4L2

MOTOR CITY COMMUNITY CREDIT UNION LIMITED
Applicant

-and- SOFTAB TECHNOLOGIES INC.
Respondent

Court File No. CV-25-00032108-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
WINDSOR

NOTICE OF MOTION

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Lawyers for the Receiver, BDO Canada Limited

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

BETWEEN :

MOTOR CITY CREDIT UNION LIMITED

Applicant

- and -

SOFTAB TECHNOLOGIES INC.

Respondent

**FIRST REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
IN ITS CAPACITY AS RECEIVER OF
SOFTAB TECHNOLOGIES INC.**

September 12, 2025

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Appendices

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- Appendix B** - First Report of the Proposed Receiver dated June 25, 2025 (without appendices)
- Appendix C** - Approval and Vesting Order dated July 15, 2025.
- Appendix D** - Ancillary Order dated July 15, 2025.
- Appendix E** - Receiver's Notice under the *Bankruptcy and Insolvency Act*
- Appendix F** - Receiver's Certificate
- Appendix G** - Statement of Receipts and Disbursements for the period July 15, 2025 through August 15, 2025
- Appendix H** - Fee Affidavit of Robyn Duwyn for the final account of BDO Canada Limited as Receiver sworn September 4, 2025
- Appendix I** - Fee Affidavit of John Leslie for the final account of Dickinson Wright LLP sworn September 10, 2025
- Appendix J** - Independent Legal Opinion of Dickinson Wright LLP dated August 25, 2025
- Appendix K** - Receiver's Certificate of Performance

1. Introduction and Background

1.1 Introduction

- 1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver (“**BDO**” or the “**Receiver**”) of all fixtures and equipment of Softab Technologies Inc. (“**Softab**”, the “**Company**” or the “**Debtor**”) located or previously located at the property municipally known as 3190 Devon Drive, Unit B, Windsor Ontario and used in a business carried on by the Debtor (the “**Softab Equipment**”).
- 1.1.2 Upon application by Motor City Community Credit Union Limited (“**MCCCU**” or the “**Credit Union**”) BDO was appointed as Receiver by the Order of Mr. Justice Howard dated July 15, 2025 (the “**Appointment Order**”). A copy of the Appointment Order is attached as **Appendix A** to this report.

1.2 Background

- 1.2.1 The Company was engaged in the development of soft gel capsules and gummies for pharmaceuticals and vitamins. The principal of Softab is Vancho Cirovski (“**Mr. Cirovski**”).
- 1.2.2 Softab operated from premises at 3190 Devon Drive, Unit B in Windsor, Ontario (the “**Premises**”) leased from Zurich Pharma Inc. o/a Medicap Laboratories Inc. (“**Medicap**”) under an Agreement to Lease dated March 30, 2021 (the “**Lease Agreement**”).
- 1.2.3 Vitux Canada Inc. (“**Vitux**”) is a health supplement manufacturer that supplied proprietary production equipment and technology to Softab, which was utilized at the Premises under a Cooperation Agreement and Licence Agreement (the “**Licence Agreement**”) between the parties dated February 21, 2021. The Receiver understands that Vitux retained title to the production equipment.
- 1.2.4 At the time of the appointment of the Receiver, the Softab Equipment was subject to a Settlement Agreement dated May 17, 2025 between Softab, Mr. Cirovski, Vitux, Medicap and MCCU (the “**Settlement Agreement**”).

- 1.2.5 The Receiver did not operate the Softab business. The primary role of the Receiver was to complete the sale of the Softab Equipment and distribute the proceeds.
- 1.2.6 BDO, in its capacity as the Proposed Receiver, submitted a Report to the Court dated June 25, 2025, which was included in MCCCUC's Application Record (the "**Proposed Receiver's Report**").
- 1.2.7 The Proposed Receiver's Report was also submitted in support of a motion for, among other things, Orders of the Court:
- (a) sealing the Confidential Supplement to the First Report of the Proposed Receiver dated June 25, 2025 and all appendices thereto (the "**Confidential Supplement**") filed with the Court from the public record until the sale of the Softab Equipment is complete;
 - (b) following appointment, authorizing the Proposed Receiver to enter into a Bill of Sale dated June 25, 2025 (the "**Bill of Sale**") between the Proposed Receiver as vendor, and Vitux as purchaser, in respect of the Softab Equipment;
 - (c) following appointment, directing the Proposed Receiver to complete the transaction contemplated by the APS (the "**Softab Equipment Transaction**");
 - (d) vesting in Vitux all of Softab's right, title and interest in and to the Purchased Assets free and clear of any and all claims and encumbrances; and,
 - (e) approving the First Report, and the Proposed Receiver's activities as outlined therein.
- 1.2.8 A copy of the Proposed Receiver's Report (without appendices) is attached as **Appendix B**.
- 1.2.9 By Order dated July 15, 2025 (the "**Approval and Vesting Order**"), Justice Howard among other things, approved the Bill of Sale, authorized and directed the Receiver to complete the Softab Equipment Transaction and vested in Vitux all of Softab's right, title and interest in and to the Purchased Assets (as defined in the Bill of Sale) free and clear of any and all claims and encumbrances. A copy of the Approval and Vesting Order is attached as **Appendix C**.

1.2.10 By further Order dated July 15, 2025 (the “**Ancillary Order**”), Justice Howard, among other things, sealed the Confidential Supplement until the completion of the Softab Equipment Transaction and approved the Proposed Receiver’s Report. A copy of the Ancillary Order is attached as **Appendix D**.

2. Terms of Reference

- 2.1 In preparing this First Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from Softab's books and records and discussions with management and staff (the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of the Receiver's First Report

- 3.1 This constitutes the Receiver's First Report to the Court (the "**First Report**") in this matter and is filed:
- (a) to provide this Court with information on:
 - (i) the Receiver's activities since the date of the Appointment Order;
 - (b) in support of the Receiver's motion for an Order:
 - (i) approving the First Report and the activities and conduct of the Receiver described herein;
 - (ii) approving the Receiver's Statement of Receipts and Disbursements for the period July 15, 2025 to August 15, 2025 (the "**Statement of Receipts and Disbursements**");
 - (iii) approving the professional fees and disbursements of BDO as Receiver ("**BDO Fees**");
 - (iv) approving the professional fees and disbursements of Dickinson Wright LLP ("**DW**"), counsel to the Receiver ("**DW Fees**" and collectively with the BDO Fees, the "**Professional Fees**") and the Fees to Complete (as defined below);
 - (v) authorizing payment of the funds on hand after the completion of the Softab Equipment Transaction and payment of Professional fees, as follows:
 - (A) Firstly, \$72,740.56 to Canada Revenue Agency in full satisfaction of its claim against the Debtor for unpaid source deductions;
 - (B) Secondly, \$12,731.95 to High Purity Water Systems in full satisfaction of amounts owed by the Debtor on the purchase of a water purification system; and

- (C) the balance of the funds on hand, and any residual funds to flow into the estate to MCCCUC, but not to exceed the secured indebtedness owing to MCCCUC;
- (vi) upon the filing of a certificate by the Receiver certifying the substantive completion of the receivership, discharging BDO as Receiver and releasing BDO from any and all liability;

4. Receiver's Activities

Statutory Notices

- 4.1 The Receiver prepared and issued a combined notice pursuant to Section 245(1) and 246(1) of the Bankruptcy and Insolvency Act (“**BIA**”) to the Office of the Superintendent of Bankruptcy and to all known creditors of the Company (the “**Receiver's Notice**”). A copy of the Receiver's Notice is attached hereto at **Appendix E**.

Independent Counsel

- 4.2 The Receiver has retained Dickinson Wright LLP as independent counsel.

Softab Equipment Transaction

- 4.3 Following its appointment, the Receiver obtained the balance of the purchase price for the Softab Equipment Transaction, completed the transaction on July 31, 2025 and issued the Receiver's Certificate. A copy of the Receiver's Certificate is attached as **Appendix F**.

5. Statement of Receipts and Disbursements of the Receiver

- 5.1 The Softab Equipment Transaction was completed on July 31, 2025 and the Receiver has received the full purchase price for the Softab Equipment of \$950,000, as set out in the Bill of Sale, less the 'Repair Quote' as defined in the Settlement Agreement.
- 5.2 A summary of the Receiver's receipts and disbursements from July 15, 2025 to August 15, 2025 is attached as **Appendix G**.

6. Fees and Disbursements of the Receiver and Counsel to the Receiver

- 6.1 Pursuant to Paragraph 18 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable Professional Fees in each case at their standard rates and charges. The Receiver and counsel to the Receiver have been granted 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 as security for payment of the Professional Fees.
- 6.2 Pursuant to paragraph 20 of the Appointment Order, the Receiver is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the Professional Fees, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its Professional Fees when and as approved by the Court.
- 6.3 Attached as **Appendix H** is the fee affidavit of Robyn Duwyn sworn September 4, 2025 containing BDO's final account as Receiver for the period January 15, 2025 to September 2, 2025.
- 6.4 The Receiver's total fees, exclusive of HST, are \$27,274.50.
- 6.5 The Receiver submits that the hourly rates charged by the Receiver and its staff are commensurate with commercially reasonable rates for mid-market insolvency firms in the Southwestern Ontario region.
- 6.6 Attached as **Appendix I** is the fee affidavit of John Leslie containing the final account of DW for the period March 4, 2025 to July 31, 2025.
- 6.7 Fees for the Receiver's counsel total \$19,612.76 prior to applicable HST
- 6.8 The Receiver and DW also request approval of an additional \$12,500, plus disbursements and HST, for their combined professional fees in connection with the completion of this matter including preparation of the motion for approval of distribution and discharge orders (the "Fees to Complete").

6.9 It is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and DW in connection with the receivership during the relevant periods. The Receiver recommends approval of the Professional Fees by the Court.

7. Distribution

- 7.1 The Receiver received an independent legal opinion of Dickinson Wright LLP (“**DW**”), its legal counsel, indicating that the MCCCUC security created a valid and enforceable security interest in the Softab Equipment Assets. A copy of the Receiver’s Independent Legal Opinion is attached as **Appendix J**.
- 7.2 The Receiver is currently holding \$908,359.50 from the completion of the Softab Equipment Transaction.
- 7.3 On June 18, 2025 MCCCUC advised that its indebtedness was approximately \$1,058,317. The proceeds from the Softab Equipment Transaction will not be sufficient to fully repay the indebtedness of MCCCUC.
- 7.4 Canada Revenue Agency (“**CRA**”) has submitted a Deemed Trust Claim dated July 8, 2025 for unremitted payroll source deductions in the amount of \$72,740.56.
- 7.5 The Company has filed its final HST return to CRA for the period ended July 31, 2025, which indicates a refund position in the amount of \$6,544.
- 7.6 The Settlement Agreement provides for payment of \$12,731.95 to High Purity Water Services (“**HPWS**”) for amounts owed by Softab to HPWS for a water purification system that was included in the Softab Equipment Transaction.
- 7.7 The Receiver understands that Softab terminated its employees in August 2024, who were paid outstanding wages, vacation pay and termination pay. Based on their last day worked, the former employees would not have a claim under the *Wage Earner Protection Program Act* (“**WEPPA**”) in the event that any amounts were not fully paid or were in dispute. No distribution to former employees is proposed by the Receiver.
- 7.8 The Receiver is seeking an Order of the Court to distribute the funds on hand, after payment of the court approved Professional Fees and Fees to Complete, as follows:
- (a) Firstly, \$72,740.56 to CRA in full satisfaction of its claim against the Debtor for unpaid source deductions;

- (b) Secondly, \$12,731.95 to HPWS in full satisfaction of amounts owed by the Debtor on the purchase of a water purification system; and
- (c) the balance of the funds on hand, and any residual funds to flow into the estate to MCCCUC, but not to exceed the secured indebtedness owing to MCCCUC;

8. Discharge of BDO as Receiver

- 8.1 BDO was appointed Receiver by the Order of Justice Howard dated July 15, 2025.
- 8.2 Following the distribution of the Softab Equipment net proceeds, the Receiver will have substantially completed the administration of the estate, subject to completion of the Outstanding Matters as defined below (the “**Outstanding Matters**”).
- 8.3 Therefore, the Receiver respectfully requests that the receivership proceedings be terminated and the Receiver be discharged and released subject to the Receiver performing the following:
- (a) issuing the Receiver’s final report and statement of receipts and disbursements pursuant to section 246 (3) of the BIA; and
 - (b) other residual and/or administrative matters in connection with BDO’s appointment as Receiver;
- 8.4 Upon completion of the Outstanding Matters the Receiver will file a certificate with the Court confirming same (the “**Certificate of Performance**”), whereupon the termination of the receivership proceedings and the discharge of the Receiver, and the accompanying release of the Receiver, shall become effective. A copy of the Certificate of Performance is attached hereto as **Appendix K**.

9. Recommendations

9.1. The Receiver recommends and respectfully requests that the Court grant the relief summarized at paragraph 3.1(b) of this First Report.

All of which is Respectfully Submitted this 12th day of September, 2025

BDO Canada Limited in its capacity as Court Appointed Receiver of Softab Technologies Inc. and not in any personal capacity.



Per: Robyn Duwyn, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

APPENDIX A

ONTARIO
SUPERIOR COURT OF JUSTICE

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

MOTOR CITY CREDIT UNION LIMITED

Applicant

- and -

SOFTABS TECHNOLOGIES INC.

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 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 BDO Canada Limited as receiver (in such capacities, the "Receiver") without security, of all fixtures and equipment of Softabs Technologies Inc. (the "Debtor"), located or previously located at the property known municipally as 3190 Devon Drive, Unit B, Windsor, acquired for, or used in relation to a business carried on by the Debtor, 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 on hearing the submissions of counsel for the Applicant, no one appearing although

duly served as appears from the affidavit of service of Sydney Inghelbrecht sworn June 25, 2025 and on reading the consent of BDO Canada Limited to act as the 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 motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO Canada Limited is hereby appointed Receiver, without security, of all fixtures and equipment of the Debtor located or previously located at the property known municipally as 3190 Devon Drive, Unit B, Windsor, Ontario, 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;
- (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 manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (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 purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) 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;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) 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;
- (i) 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;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) 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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.
- (l) 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;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) 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;

- (p) 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;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) 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.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. 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

9. 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

10. 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

11. 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

12. 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

13. 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

14. 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

15. 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

16. 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

17. 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, 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

18. 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 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.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its 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.

20. 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

21. 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 \$300,000 (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 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, 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.

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/regional-practice-directions/eservice-%20commercial/#Part_III_The_E-Service_List) 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 '<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/softab>

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 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.

30. 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.

31. 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.

32. 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.

Justice Howard, Ontario Superior Court of Justice

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "Receiver") of the fixtures and equipment of Softabs Technologies Inc., located or previously located at the property known municipally as 3190 Devon Drive, Unit B, Windsor, Ontario 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 (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __- -_____, 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__.

BDO Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

-and-

SOFTAB TECHNOLOGIES INC.

Applicant

Respondent

Court File No. CV-25-00035108-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

ORDER

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Lawyers for the Applicant,

Motor City Community Credit Union Limited

APPENDIX B

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY and INSOLVENCY**

BETWEEN:

MOTOR CITY CREDIT UNION LIMITED

Applicant

- and -

SOFTAB TECHNOLOGIES INC.

Respondent

**FIRST REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
IN ITS CAPACITY AS PROPOSED RECEIVER OF SOFTAB TECHNOLOGIES INC.**

June 25, 2025

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Appendices

- Appendix A** - Bill of Sale dated June 25, 2025 between the Proposed Receiver, as Vendor and Vitux Canada Inc., as Purchaser (Redacted)

1. Introduction and Background

1.1 Introduction

- 1.1.1 By motion within these court proceedings returnable on July 15, 2025 in Windsor, Ontario (the “**Appointment Motion**”), Motor City Community Credit Union Limited (“**MCCCU**” or the “**Credit Union**”) is seeking, *inter alia*, an Order of this Honourable Court (the “**Appointment Order**”) appointing BDO Canada Limited (“**BDO**” or the “**Proposed Receiver**”) as Receiver of the assets subject to a Settlement Agreement (as defined herein) (the “**Softab Equipment**”) of Softab Technologies Inc. (“**Softab**” or the “**Company**”).
- 1.1.2 This report is submitted by BDO, in its capacity as Proposed Receiver of the Company, limited to the Softab Equipment.
- 1.1.3 In preparing this report we have reviewed the affidavit of Steven Schinariol sworn June 25, 2025 in support of the Appointment Motion (the “**Schinariol Affidavit**”).
- 1.1.4 The Proposed Receiver, on appointment, will not be operating the Softab business. The role of the Proposed Receiver is to complete the transaction, with a subsequent distribution and discharge.

1.2 Background

- 1.2.1 The Company is engaged in the development of soft gel capsules and gummies for pharmaceuticals and vitamins. The principal of Softab is Vancho Cirovski (“**Mr. Cirovski**”).
- 1.2.2 Softab operated from premises at 3190 Devon Drive, Unit B in Windsor, Ontario (the “**Premises**”) leased from Zurich Pharma Inc. o/a Medicap Laboratories Inc. (“**Medicap**”) under an Agreement to Lease dated March 30, 2021 (the “**Lease Agreement**”).

- 1.2.3 Vitux Canada Inc. (“**Vitux**”) is a health supplement manufacturer that supplied proprietary production equipment and technology to Softab, which was utilized at the Premises under a Cooperation Agreement and Licence Agreement (the “**Licence Agreement**”) between the parties dated February 21, 2021. The Proposed Receiver understands that Vitux retained title to the production equipment.
- 1.2.4 By Letter Agreements dated July 13, 2022 and November 7, 2022 MCCCUC provided credit facilities consisting of: a Commercial Demand Loan in the original amount of \$500,000; and a Canada Small Business Loan in the original amount of \$500,000 (the “**Softab Credit Facility**”).
- 1.2.5 As security for the Softab Credit Facility, MCCU was granted, among other security: a General Security Agreement over the personal property of Softab (the “**Softab GSA**”); limited guarantees from Mr. Cirovski and a limited guarantee from Medicap.
- 1.2.6 The Proposed Receiver understands that a dispute has arisen between the Debtor, Medicap and Vitux with respect to certain equipment located at the Premises.
- 1.2.7 The Proposed Receiver understands that Vitux terminated the Licence Agreement with Softab, effective July 22, 2024.
- 1.2.8 The Proposed Receiver understands that Medicap has terminated the Lease Agreement for the Premises, and subsequently entered into a new lease for the Premises with Vitux, effective July 26, 2024.
- 1.2.9 Softab defaulted on the terms of the Softab Credit Facility and on October 24, 2024 MCCCUC made demand for repayment of the obligations due under Softab’s Credit Facility and issued a Notice of Intention to Enforce Security under section 244 (1) of *The Bankruptcy and Insolvency Act*. (the “**BIA**”)
- 1.2.10 As at June 18, 2025 Softab was indebted to MCCCUC in the amount of \$1,058,317.61.
- 1.2.11 Softab has been unable to pay the indebtedness of MCCCUC.
- 1.2.12 MCCCUC is seeking the appointment of a Receiver to facilitate the sale of the Softab Equipment and a payment towards the obligations of the Company to the Credit Union.

The form of Appointment Order sought by MCCCUC on the return of the Appointment Motion, if granted, will empower but not obligate the Proposed Receiver to, among other things;

- (a) Take possession of and exercise control over all of the Softab Equipment;
- (b) Take possession of and exercise control of any and all proceeds, receipts and disbursements arising out of or from the Softab Equipment;
- (c) Receive, preserve, and protect the Softab Equipment, or any part or parts thereof, including, but not limited to, changing the 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;
- (d) Sell the Softab Equipment in accordance with a Settlement Agreement dated May 17, 2025 between Softab Technologies Inc., Vancho Cirovski, Vitux Canada Inc., Zurich Pharma Inc. o/a Medicap Laboratories and Motor City Community Credit Union Limited;
- (e) If the Softab Equipment Transaction is approved and completed, to hold the net proceeds of the completed transaction in trust; and
- (f) Conduct a review of all potential priority claims and seek the approval of the Court of a subsequent proposed distribution.

2. Terms of Reference

- 2.1 In preparing this First Report, the Proposed Receiver has relied upon unaudited and draft, internal financial information obtained from the Company's books and records and discussions with former management and staff (the "**Information**"). The Proposed Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of the Proposed Receiver's First Report

- 3.1 This constitutes the Proposed Receiver's First Report to the Court (the "**First Report**") in this matter, and if the Receivership Order is granted, is filed:
- (a) To provide this Court with information on:
 - (i) the Proposed Receiver's recommendation with respect to the sale of substantially all of the equipment assets of the Company;
 - (b) In support of an Order of the Court:
 - (i) sealing the Confidential Supplement to the First Report of the Proposed Receiver dated June 25, 2025 and all appendices thereto (the "**Confidential Supplement**") filed with the Court from the public record until the sale of the Softab Equipment is complete;
 - (ii) authorizing the Proposed Receiver to enter into a Bill of Sale dated June 25, 2025 (the "**Bill of Sale**") between the Proposed Receiver as vendor, and Vitux as purchaser, in respect of the Softab Equipment;
 - (iii) directing the Proposed Receiver to complete the transaction contemplated by the APS (the "**Softab Equipment Transaction**");
 - (iv) vesting in Vitux all of Softab's right, title and interest in and to the Purchased Assets free and clear of any and all claims and encumbrances; and,
 - (v) approving the First Report, and the Proposed Receiver's activities as outlined therein.

4. Proposed Receiver's Sale of the Softab Assets

- 4.1 Softab, Vitux, Medicap and MCCCUC have negotiated the sale of substantially all Softab's equipment assets to Vitux, the terms of which have been incorporated into a Settlement Agreement executed on May 17, 2025 (the "**Settlement Agreement**"). The Settlement Agreement, together with the Proposed Receiver's analysis of the Softab Equipment Transaction, is contained in the Confidential Supplement.
- 4.2 A copy of the Bill of Sale with the purchase price redacted is attached as **Appendix A**. An unredacted copy of the Bill of Sale is attached as **Appendix B** to the Confidential Supplement.
- 4.3 The Proposed Receiver commissioned an appraisal of the Softab Equipment. The appraisal report of Infinity Asset Solutions Inc. ("**Infinity**") effective March 11, 2025 is attached as **Appendix B** to the Confidential Supplement.
- 4.4 The Proposed Receiver requests that this Court seal the Confidential Supplement until the completion of the Softab Equipment Transaction in order to avoid the negative impact which the dissemination of the confidential information contained therein might have should the Softab Equipment Transaction fail to be completed for any reason. Publication of the purchase price would undermine the resumption of the sale process that may be required if the Softab Equipment Transaction cannot be completed.
- 4.5 Subject to the Court approving the appointment of the Receiver, approving the Softab Equipment Transaction and granting the Vesting Order, the Softab Equipment Transaction is set to close 10 business days from the granting of the Vesting Order.
- 4.6 It is the Proposed Receiver's view that the Softab Equipment Transaction is appropriate in the circumstances.
- 4.7 The Proposed Receiver is satisfied that Softab Equipment Transaction represents fair market value for the Softab Equipment.
- 4.8 The Proposed Receiver is of the view that it will have maximized the realization available and the Softab Equipment Transaction is commercially reasonable in all

respects. Given the forgoing, the Proposed Receiver is of the view that the Softab Equipment Transaction is in the best interests of the creditors and other stakeholders of the Companies.

- 4.9 MCCCUC supports the Proposed Receiver entering into and completing the Softab Equipment Transaction. MCCCUC will suffer a shortfall on its indebtedness.
- 4.10 The Proposed Receiver, if appointed, recommends that this Court approve the completion of the Softab Equipment Transaction.
- 4.11 The Proposed Receiver requests a Vesting Order be made in favour of Vitux as the purchaser of the Softab Equipment.
- 4.12 Canada Revenue Agency (“**CRA**”) has issued a Requirement to Pay on MCCCUC in respect of unpaid payroll source deductions of \$125,766.25. Potential claims of CRA for unpaid HST or the potential claims of former employees under the *Wage Earner Protection Program Act* (“**WEPPA**”) have also not been determined.
- 4.13 In addition to MCCCUC, there are other potential creditors of Softab who have registered under the *Personal Property Security Act*. (“**PPSA**”).
- 4.14 Accordingly, if the Proposed Receiver is appointed and the Softab Equipment Transaction is approved and completed, the Proposed Receiver intends to hold the net proceeds of the completed transaction in trust. Following a review of all potential priority claims, the Receiver would seek the approval of the Court of a subsequent proposed distribution.

5. Recommendations

5.1. The Proposed Receiver recommends and respectfully requests that the Court grant the relief summarized at paragraph 3.1 (b) of this First Report of the Proposed Receiver.

All of which is Respectfully Submitted this 25th day of June, 2025

BDO Canada Limited in its capacity as Proposed Court Appointed Receiver of Softab Technologies Inc. and not in any personal capacity.



Per: Robyn Duwyn, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

APPENDIX C

**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.

Applicant

Respondent

Court File No. CV-25-00035108-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

ORDER

HARRISON PENZA LLP

Barristers & Solicitors

130 Dufferin Avenue, Suite 1101

London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Jason DiFruscia (LSO #81666Q)

Tel: (519) 661-6743

Fax: (519) 667-3362

Email: thogan@harrisonpensa.com

Email: jdifruscia@harrisonpensa.com

Lawyers for the Applicant,

Motor City Community Credit Union Limited

APPENDIX D

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- and -

SOFTAB TECHNOLOGIES INC.

Respondent

ANCILLARY ORDER

THIS APPLICATION, made by Motor City Community Credit Union Limited, for an order approving the First Report to the Court dated June 25, 2025, submitted by BDO Canada Limited, in its capacity as receiver (in such capacity, the “**Receiver**”) without security, of all fixtures and equipment of Softabs Technologies Inc. (the “**Debtor**”) located or previously located at the property municipally known as 3190 Devon Drive, Unit B, Windsor, ON, acquired for or in relation to a business carried on by the Debtor (the “**First Report**”), and the activities and conduct of the Receiver as detailed therein; and for other associated relief, was heard this day by judicial teleconference via Zoom at 245 Windsor Avenue, Windsor, Ontario, N9A 1J2.

ON READING the Notice of Application issued June 19, 2025, First Report and the Appendices thereto, and the Confidential Supplement to the First Report (the “**Confidential Supplement**”), and on hearing the submissions of counsel for the Receiver

and all other counsel and parties present, no one else appearing for any other person on the service list, although properly served as appears from the affidavit 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, filing and confirmation of the Notice of Application and the Application Record be and is abridged so that this application is properly returnable today and hereby dispenses with further service and confirmation hereof.

2. THIS COURT ORDERS that the First Report, and the activities and conduct of the Receiver as detailed therein, be and are approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. THIS COURT ORDERS that the Confidential Supplement be and is sealed pending the completion of a court-approved sale of the Purchased Assets (as detailed and defined in the First Report), or until further Order of this Court.

Justice Howard, Ontario Superior Court of Justice

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

-and-

SOFTAB TECHNOLOGIES INC.

Applicant

Respondent

Court File No. CV-25-00035108-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

ORDER

HARRISON PENZA LLP

Barristers & Solicitors

130 Dufferin Avenue, Suite 1101

London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Jason DiFruscia (LSO #81666Q)

Tel: (519) 661-6743

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Email: thogan@harrisonpenza.com

Email: jdifruscia@harrisonpenza.com

Lawyers for the Applicant,

Motor City Community Credit Union Limited

APPENDIX E

Notice of Receiver
Subsection 245(1) and 246 (1) of the Act
Form 87

In the matter of the receivership of the property of:

Softab Technologies Inc. (the "Company")

Take Notice that:

1. On the 15th day of July, 2025, the undersigned BDO Canada Limited ("BDO") became Receiver (the "Receiver") in respect of the property of Softab Technologies Inc. (the "Company"), described below as:

I.	Proceeds of sale	Unknown
II.	All other assets, undertakings and properties	Unknown

2. The undersigned became Receiver in respect of the property described above by virtue of Order of the Ontario Superior Court of Justice. The Order was issued on and was effective and entered on July 15, 2025. A copy of the Appointment Order is attached herewith.
3. The undersigned has taken possession and control of the property listed above.
4. The following information relates to the receivership:

Address of Company : 13247 Meadowland Cres, Tecumseh ON N8N 4N5
Principle Location of Business: 13247 Meadowland Cres, Tecumseh ON N8N 4N5

Principal Business Operations: Pharmaceutical capsule manufacturing

5. The intended plan of action of the Receiver during the receivership is:

The sale of the assets of the Company was approved by the Court on July 15, 2025. The Receiver will take possession of the proceeds of the sale, confirm the creditors, complete tax returns and distribute the funds on hand.

6. The parties below hold a security interest over the property of the Debtor:

Motor City Community Credit Union	\$1,029,390
CRA- Payroll	\$72,740
Vancho Cirovski	Unknown
Toyota Industries Commercial Finance Canada	Unknown

7. A list of unsecured creditors is attached as Appendix A.

Please do not contact our office if the balance owing to you on the attached list is incorrect. As this is a Receivership administration and not a Bankruptcy, there is no mechanism to file a proof of claim. Should the Receiver need to contact you at a later time, written correspondence will be directed to the mailing address indicated on the attached.

8 Estimated Realization

Based on the known assets it is anticipated that the secured creditors will incur a shortfall and no distribution will be made to unsecured creditors.

9 Contact person for the Receiver:

BDO Canada Limited
100-633 Colborne Street
London ON N6B 2V3

Attention: Maxine Finnegan
519-953-0753

Dated at London, Ontario this 18th day of July, 2025

BDO Canada Limited
Court Appointed Receiver of
Softab Technologies Inc.



Per: Robyn Duwyn, CPA, CA, CIRP
Senior Vice President

Appendix A
Unsecured Creditors

Canada Revenue Agency

APPENDIX F

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 Justice Howard of the Ontario Superior Court of Justice (the "**Court**") dated July 15, 2025, 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 July 15, 2025, the Court approved the Agreement and Bill of Sale made as of June 25, 2025 (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 5 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 5 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 on July 31, 2025.

**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: Robyn Duwyn

Title: Senior Vice President

APPENDIX G

Softab Technologies Inc.
Statement of Receipts and Disbursements
July 15, 2025 to August 15, 2025

Receipts

Sale of Equipment - Vitux Canada Inc.	\$ 788,840.00 (1)	
Sale of Equipment - Medicap Laboratories	<u>125,000.00</u>	
		\$ 913,840.00

Disbursements

Equipment Appraisal - Infinity Asset Solutions	<u>5,480.50</u>
--	-----------------

Excess of receipts over disbursements

908,359.50

Represented by:

Balance held by Receiver and available for distribution to creditors as at August 15, 2025	<u><u>\$ 908,359.50</u></u>
---	-----------------------------

Notes

(1) Net of the 'Repair Quote' of \$36,160, as described in paragraph 1 of the Settlement Agreement dated May 17, 2025.

APPENDIX H

**ONTARIO SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE RECEIVERSHIP OF
SOFTAB TECHNOLOGIES INC.**

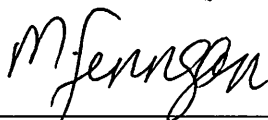
AFFIDAVIT OF ROBYN DUWYN

I, Robyn Duwyn, of the City of Burlington, in the Province of Ontario, MAKE OATH AND SAY:

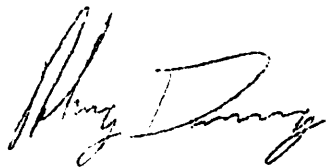
1. I am a Senior Vice-President of BDO Canada Limited (“BDO”), the Receiver Softab Technologies Inc. (the “Company”) and as such, I have knowledge of the matters hereinafter deposed to.
2. By Order dated July 15, 2025 BDO Canada Limited was appointed as Receiver of the Company (the “Receiver”).
3. Since appointment, the Receiver has been engaged in the following:
 - Review of the Company and security of various creditors;
 - Coordinate appraisal of assets and attend on site for same;
 - Review Settlement Agreement;
 - Maintain asset list the determine ownership and security interest in same;
 - Negotiate Bill of sale;
 - Prepare Report of the Proposed Receiver;
 - Send the Receiver’s 245 and 246 notice;
 - Close the sale of the assets and obtain funds from same;
 - Correspondence with Canada Revenue Agency and complete all required tax returns;
 - Preparation of the First Report of the Receiver, Statement of Receipts and Disbursements and proposed distribution; and,

- All required banking and other matters incidental to the administration of the estate.
4. In the course of performing the duties pursuant to the Appointment Order and as set out above at paragraph 5, the Receiver's staff expended 58.3 hours for the period of January 1, 2025 to September 2, 2025. Attached hereto and marked as Exhibit "A" to this my Affidavit is the account of the Receiver together with a summary sheet.
 5. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other insolvency practitioners in the Ontario mid-market for providing similar insolvency and restructuring services.
 6. The hourly billing rates outlined in Exhibit "A" to this my Affidavit are not more than the normal hourly rates charged by BDO Canada Limited for services rendered in relation to similar proceedings.
 7. I verily believe that the fees and disbursements incurred by the Receiver are fair and reasonable in the circumstances.
 8. This Affidavit is sworn in support of the motion for approval of the Receiver's fees and disbursements and for no other or improper purposes.

SWORN BEFORE ME at the City of
London in the Province of Ontario
on the 4th day of September 2025

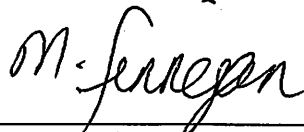


Commissioner for Taking Affidavits



ROBYN DUWYN, CPA, CA, CIRP
Licensed Insolvency Trustee

Attached is Exhibit A
To the Affidavit of Robyn Duwyn
Sworn the 4th day of September 2025



A Commissioner, Etc

Maxine Beverly Finnegan, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited and BDO Canada LLP.
Expires May 14, 2027



Tel: 519 660 6540
 Fax: 519 439 4351
 www.bdo.ca

BDO Canada Limited
 100-633 Colborne Street
 London, ON N6B 2V3 Canada

INVOICE

Softab Technologies Inc.
 c/o BDO Canada Limited
 100-633 Colborne Street
 London, ON N6B 2V3

Date

Invoice No.

September 3, 2025

CINV

Re: *Softab Technologies Inc. - Receivership*

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement as Court Appointed Receiver for the above noted entity for the period January 15, 2025 to September 2, 2025 as per the details below.

Our Fee:	\$ 27,274.50
Subtotal	<u>27,274.50</u>
HST - 13% (#R101518124)	<u>3,545.69</u>
Total Due	<u><u>\$ 30,820.19</u></u>

<i>Summary of Time Charges</i>	Hours	Rate	Amount
R. Duwyn, Sr. Vice President	26.6	495.00	\$ 13,167.00
D. Flett, Vice President	31.0	450.00	13,950.00
M. Finnegan, Administrative	0.7	225.00	157.50
Total	<u>58.3</u>		<u>\$ 27,274.50</u>

Staff	Date	Comments	Hours
R. Duwyn	15-Jan-25	PPSA, conflict, profile and document review. Review draft application	0.6
R. Duwyn	27-Feb-25	Review background on file and equipment list.	0.4
R. Duwyn	28-Feb-25	Call with CU counsel on format of deal.	0.2
R. Duwyn	3-Mar-25	Emails from MCCCUC counsel, review asset list. Email to Appraiser for quote/times.	0.4
D. Flett	3-Mar-25	02/26/25: review R. Duwyn, T Hogan email background, asset listing and prior asset sale engagement documents/ 03/03/25: R. Duwyn, B Winning of Infinity emails re appraisal	0.7
R. Duwyn	4-Mar-25	Call with HP and MCCCUC. Call with appraisal company. Email with appraiser. Emails to Medicap.	1.0
R. Duwyn	5-Mar-25	Review documents from HP- affidavit, security.	0.2
R. Duwyn	6-Mar-25	Email and call with Medicap counsel. Email on appraisal process. Setup appraisal.	0.8
D. Flett	6-Mar-25	R. Duwyn B Winning emails re engagement, appraisal	0.2
R. Duwyn	7-Mar-25	Review lease and asset list with comments, update to appraiser.	0.4
R. Duwyn	11-Mar-25	Attend on site for asset review.	1.5
D. Flett	11-Mar-25	Review background correspondence, report templates; S Schinariol email re CRA demand	0.2
R. Duwyn	12-Mar-25	Review settlement agreement. Discuss report with staff.	0.4
D. Flett	12-Mar-25	Review notice of motion, affidavit and start proposed receivers report	0.8
R. Duwyn	17-Mar-25	Review documents from MCCCUC counsel on settlement and equipment repair cost.	0.5
D. Flett	20-Mar-25	Brief review of Infinity appraisal	0.2
R. Duwyn	21-Mar-25	Review equipment list. Send to counsel. Call with appraiser on asset list and revisions.	0.5
R. Duwyn	24-Mar-25	Call with appraiser, revise list and send to all counsel.	0.5
D. Flett	24-Mar-25	R. Duwyn email re appraisals; Continue with proposed receiver report	0.6
R. Duwyn	25-Mar-25	Review emails from counsel and revise equipment list.	0.4
R. Duwyn	26-Mar-25	Review email from Vitux counsel on scales, email to BDO counsel on same.	0.3
R. Duwyn	27-Mar-25	Email from MCCCUC counsel and update to asset list.	0.2
R. Duwyn	28-Mar-25	Emails from various counsel and edits to list.	0.4
D. Flett	31-Mar-25	Review of emails between counsel concerning equipment, chattels, scales and related issues; review file status with R. Duwyn	0.2

Staff	Date	Comments	Hours
R. Duwyn	31-Mar-25	Update on assets. Email with BDO counsel	0.2
R. Duwyn	8-Apr-25	Update from MCCCUCounsel.	0.1
D. Flett	10-Apr-25	Review negotiation status, Vitux position with R. Duwyn; continue with proposed receiver report and confidential supplement	1.5
D. Flett	14-Apr-25	Review various counsel emails to date; continue with proposed receiver report and supplement	2.3
R. Duwyn	15-Apr-25	Discuss draft report and relief to be requested. Update to asset listing.	0.3
D. Flett	15-Apr-25	Review proposed transaction, proposed receivers report with R. Duwyn; review settlement agreement; Continue with and finalize first draft of report and confidential supplement	3.2
D. Flett	16-Apr-25	Brief review with R. Duwyn of updated settlement agreement; revise and update proposed receiver's report and confidential supplement; emails from counsel to the parties	1.0
R. Duwyn	17-Apr-25	Review draft first report and confidential supplement.	0.6
R. Duwyn	21-Apr-25	Review draft AVO. Update to asset listing. Discuss edits with BDO counsel.	0.6
D. Flett	21-Apr-25	Review draft AVO; call with J Leslie re draft proposed receiver report; revisions to proposed receiver report and forward to R. Duwyn with comments	0.9
R. Duwyn	22-Apr-25	Email with MCCCUCounsel. Review amended report.	0.3
R. Duwyn	24-Apr-25	Emails on equipment list, update and circulate.	0.4
R. Duwyn	25-Apr-25	Email on equipment list. Email from MCCUCounsel.	0.3
R. Duwyn	28-Apr-25	Update with MCCCUCounsel and counsel on asset list. Email form HP. Update to staff.	0.4
R. Duwyn	29-Apr-25	Update to report.	0.2
D. Flett	29-Apr-25	Review T Hogan email and other counsel prior emails, agreement changes with R. Duwyn; revisions to proposed receiver report, confidential supplement and forward to J Leslie	0.6
D. Flett	30-Apr-25	Email with J Leslie re report changes	0.1
R. Duwyn	2-May-25	Update asset list. Apply flv values to asset list for confidential appendix.	0.5
R. Duwyn	5-May-25	Review Bill of sale, review mutual release. Review emails on format of same form various counsel.	0.5
D. Flett	5-May-25	Review emails, brief call with R. Duwyn to update re bill of sale	0.1
D. Flett	6-May-25	J Leslie, R. Duwyn emails re assets	0.1
R. Duwyn	7-May-25	Confirm Court date. Emails on releases	0.2
R. Duwyn	9-May-25	Review settlement agreement and asset list. Comments to group.	0.3
R. Duwyn	14-May-25	Email and call with appraiser on payment.	0.2

Staff	Date	Comments	Hours
R. Duwyn	15-May-25	Review comment from counsel to MCCCUCU and email with BDO counsel.	0.3
R. Duwyn	20-May-25	Final settlement, wire instructions for deposit.	0.3
R. Duwyn	28-May-25	Update on due diligence. Confirm deposit.	0.3
R. Duwyn	6-Jun-25	Review revised Bill of Sale.	0.2
R. Duwyn	9-Jun-25	Update with staff on edits to report. Email to MCCCUCU counsel.	0.4
D. Flett	9-Jun-25	Review revised bill of sale / APS, signed settlement agreement, repair quote and revisions, updates to proposed receiver report and confidential supplement; T Hogan email re transactions and call with R. Duwyn to review transaction status, report revisions; J Leslie email	1.2
R. Duwyn	18-Jun-25	Review draft motion material. Emails on receiver website.	0.5
R. Duwyn	20-Jun-25	Review amended Bill of sale and escrow agreement.	0.3
R. Duwyn	23-Jun-25	Review bill of sale and email with counsel. Edits to report.	0.5
R. Duwyn	24-Jun-25	Update on Bill of sale and escrow. Sign BOS	0.3
D. Flett	25-Jun-25	Review application record and T Hogan email; review Proposed Receiver's Report, confidential supplement, Infinity appraisal, final Bill of Sale and make various updates and revisions; forward report and supplement to J Leslie with comments; review adjusted Infinity value with R. Duwyn and further email to J Leslie;	1.7
R. Duwyn	25-Jun-25	Final review of application record, discuss appendix with staff.	0.4
R. Duwyn	26-Jun-25	Finalize reports.	0.4
D. Flett	26-Jun-25	Review final Proposed Receiver Report and supplement and email with J Leslie re report, Infinity appraisal	0.2
R. Duwyn	28-Jun-25	Update on report with BDO and MCCCUCU counsel.	0.2
R. Duwyn	30-Jun-25	Email with counsel on report.	0.1
R. Duwyn	3-Jul-25	Emails on report with counsel Re: sealing order. Service of first report.	0.4
R. Duwyn	7-Jul-25	Review confirmation, factum and book of authority.	0.4
R. Duwyn	15-Jul-25	Review CRA demand. Call and email with counsel on appointment. Receiver notice. Checklists on appointment.	1.8
R. Duwyn	17-Jul-25	Review vitux email and send analysis to counsel.	0.4
R. Duwyn	18-Jul-25	Review issued Order, AVO and endorsement. Setup website. Complete and send Receiver notice. Call with CRA and fax to same.	1.2
M. Finnegan	18-Jul-25	Send a copy of Order to CRA. Send Receiver's notice to OSB.	0.6
R. Duwyn	21-Jul-25	Update with MCCCUCU, update on CRA balances.	0.2
R. Duwyn	22-Jul-25	Update on Repair Quote amount. Transaction closing details.	0.2

Staff	Date	Comments	Hours
R. Duwyn	23-Jul-25	Funds form closing. Receiver certificate of appointment.	0.3
R. Duwyn	28-Jul-25	Update on closing and distribution,	0.3
R. Duwyn	29-Jul-25	Emails with MCCCUC, call and email with CRA.	0.5
D. Flett	29-Jul-25	Continue with First Report of Receiver; review Justice Howard Orders, endorsement and email with L Bonner of DW re Ancillary; Review DW email re proceeds received; prepare R & D for First Report; email with J Leslie re opinion on MCCCUC security	5.5
D. Flett	30-Jul-25	Continue with First Report of Receiver; review CRA statements; review CRA, employee status with R. Duwyn; email with T Serafimovski re HST, employee wage status; revise and update R & D; revisions to first report re water purifier, CRA, distribution; T Hogan, R. Duwyn emails re HST, distribution	3.7
R. Duwyn	30-Jul-25	Draft of receiver certificate. Call with staff on draft report, CRA and potential wepp. HST on sale issues	0.7
D. Flett	31-Jul-25	Review T. Serafimovski emails; review CRA documents re HST, payroll, excise and employee termination related correspondence and documents; review CRA and employee claim status with R. Duwyn; continue with First Report of Receiver	1.7
R. Duwyn	31-Jul-25	Review of HST and employee matters from Company. Email with Vitux. HST election form and amended Receiver Certificate	0.4
R. Duwyn	5-Aug-25	Finalize deal closing.	0.2
R. Duwyn	8-Aug-25	Review and edit first report.	0.4
R. Duwyn	13-Aug-25	Call to CRA	0.1
R. Duwyn	14-Aug-25	Call with CRA. Email to Vancho, email to MCCCUC	0.3
D. Flett	18-Aug-25	R. Duwyn, T Serafimovski emails re CRA, HST returns and review status with R. Duwyn	0.2
R. Duwyn	21-Aug-25	Banking. Follow up on HST. Call with Vancho, email to Min of Labour	0.4
M. Finnegan	21-Aug-25	Request bank account	0.1
R. Duwyn	25-Aug-25	HST filing. Email with interested party.	0.2
D. Flett	25-Aug-25	Review CRA correspondence, R. Duwyn emails re HST; call with R. Duwyn re first report; updates and revisions to First report; update R & D and prepare appendices for first report; email with J Leslie re review of first report, security opinion	1.8
R. Duwyn	26-Aug-25	Obtain funds from counsel. Review CRA claim.	0.2
D. Flett	26-Aug-25	Forward sale documents and transaction summary to MF re Versabank enquiry on incoming wire; call with J Leslie re security opinion and distribution motion; review CRA statement; email with R. Duwyn to update; brief review of DW security opinion; confirm R & D to funds received	1.2
D. Flett	27-Aug-25	Reply to V Barber enquiry on assets; CRA statement and email with R. Duwyn	0.2

Staff	Date	Comments	Hours
D. Flett	2-Sep-25	Email with J Leslie re first report; prepare certificate of performance as appendix; further update final version of report and review status with R. Duwyn	0.9

APPENDIX I

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

BETWEEN:

MOTOR CITY CREDIT UNION LIMITED

Applicant

and

SOFTAB TECHNOLOGIES INC.

Respondent

FEE AFFIDAVIT

I, **JOHN LESLIE**, of the City of Windsor, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a partner with the law firm of Dickinson Wright LLP ("**DW**"). I have personal knowledge of the matters to which I hereinafter depose.
2. DW has acted as counsel to BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**"), in these proceedings.
3. The fees and disbursements charged by DW in representing the Receiver during the period of March 4, 2025 to and including July 31, 2025 were \$22,162.42, including HST. Copies of DW's accounts for the period indicated are attached, collectively, as **Exhibit A**.

4. Attached as **Exhibit B** is a chart which summarizes the expertise and area of practice of the lawyers involved in rendering services to the Receiver and their hourly rates.

SWORN BY JOHN LESLIE before me
at the City of Toronto, in the Province of
Ontario, on this 10th day of September,
2025.



Commissioner for Taking Affidavits
(or as may be)

TALYA BERTLER

JOHN LESLIE

This is **Exhibit A** referred to in the Fee Affidavit of **JOHN LESLIE** sworn before me at the City of Toronto, in the Province of Ontario, on this 10th day of September, 2025.

talya bertler

Commissioner for Taking Affidavits (or as may be)

TALYA BERTLER



INVOICE DATE: MAY 16, 2025
 INVOICE NO.: 2038755

BDO CANADA LIMITED
 123 FRONT STREET
 SUITE 1200
 TORONTO, ON M5J 2M2

ATTN: Robyn Duwyn

CLIENT/MATTER NO.: 053270-00007

RE: RESTRUCTURING RE: SOFTAB TECHNOLOGIES INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH APRIL 30, 2025		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	4,845.00
HST - ONTARIO	\$	<u>629.85</u>
TOTAL CURRENT INVOICE	\$	<u>5,474.85</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		

RESTRUCTURING RE: SOFTAB TECHNOLOGIES INC.
 CLIENT/MATTER NO.:053270-00007

INVOICE DATE: MAY 16, 2025
 INVOICE NO.: 2038755
 PAGE 2 OF 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
03/04/25	JDL	Preparation and telephone conference with BDO, Motor City and Hogan re: next steps. Internal follow-ups.	1.0	850.00
03/05/25	JDL	Initial review of Application Material.	0.5	425.00
03/07/25	JDL	Email from Hogan re: PMSI. Review Agreement with Stakes.	1.0	850.00
03/12/25	JDL	Review Settlement Agreement. Telephone conference with Tim Hogan. Open file.	1.0	850.00
03/21/25	JDL	Review emails and appraisal.	0.4	340.00
03/24/25	JDL	Review appraisal.	0.4	340.00
04/21/25	JDL	Review AVO and report.	1.0	850.00
04/29/25	JDL	Review revisions to Report.	0.4	340.00
TOTAL FEES			5.7	\$ 4,845.00
HST - ONTARIO				\$ 629.85
TOTAL CURRENT INVOICE				\$ <u>5,474.85</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	Partner	850.00	5.70	4,845.00
TOTAL FEES CURRENT INVOICE			5.70	\$ <u>4,845.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.



INVOICE DATE: JUNE 24, 2025
 INVOICE NO.: 2050810

BDO CANADA LIMITED
 123 FRONT STREET
 SUITE 1200
 TORONTO, ON M5J 2M2

ATTN: Robyn Duwyn

CLIENT/MATTER NO.: 053270-00007

RE: RESTRUCTURING RE: SOFTAB TECHNOLOGIES INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH MAY 31, 2025

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	3,962.50
HST - ONTARIO	\$	<u>515.13</u>
TOTAL CURRENT INVOICE	\$	4,477.63

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF JUNE 24, 2025

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>OUTSTANDING</u>
2038755	05/16/25	5,474.85	(0.00)	<u>5,474.85</u>

TOTAL OUTSTANDING FROM PRIOR INVOICES	\$	5,474.85
TOTAL AMOUNT DUE	\$	<u>9,952.48</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399

(Please reference your client/invoice numbers when paying electronically)

RESTRUCTURING RE: SOFTAB TECHNOLOGIES INC.
 CLIENT/MATTER NO.:053270-00007

 INVOICE DATE: JUNE 24, 2025
 INVOICE NO.: 2050810
 PAGE 2 OF 3
CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
05/02/25	JDL	Updates re: closing.	0.4	356.00
05/02/25	JDL	Updates re: Settlement negotiations. Review of Sarwar Claim.	0.8	712.00
05/05/25	DZS	Reviewing and revising bill of sale; conferring with John Leslie; reviewing related settlement documentation	4.2	2,037.00
05/06/25	DZS	Call with John Leslie re bill of sale	0.3	145.50
05/15/25	JDL	Review Settlement Agreement.	0.8	712.00
TOTAL FEES			6.5	\$ 3,962.50
HST - ONTARIO				\$ 515.13
TOTAL CURRENT INVOICE				\$ <u>4,477.63</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	Partner	890.00	2.00	1,780.00
DAVID Z. SEIFER [DZS]	Associate	485.00	4.50	2,182.50
TOTAL FEES CURRENT INVOICE			<u>6.50</u>	\$ <u>3,962.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.



RESTRUCTURING RE: SOFTAB TECHNOLOGIES INC.
CLIENT/MATTER NO.:053270-00007

INVOICE DATE: JUNE 24, 2025
INVOICE NO.: 2050810
PAGE 3 OF 3

TRUST ACCOUNT SUMMARY

Toronto 3 Trust CAD RBC

<u>DEPOSITS</u>		<u>CAD</u>
05/26/25 MAY 2025 DEPOSIT FROM VITUX CANADA-05/26/25		<u>100,000.00</u>
PLUS TOTAL DEPOSITS	\$	100,000.00
LESS DISBURSEMENTS	\$	0.00
FUNDS AVAILABLE IN TRUST	\$	<u><u>100,000.00</u></u>



INVOICE DATE: AUGUST 21, 2025
 INVOICE NO.: 2070829

BDO CANADA LIMITED
 123 FRONT STREET
 SUITE 1200
 TORONTO, ON M5J 2M2

ATTN: Robyn Duwyn

CLIENT/MATTER NO.: 053270-00007

RE: RESTRUCTURING RE: SOFTAB TECHNOLOGIES INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JULY 31, 2025	<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$ 10,488.00
TOTAL DISBURSEMENTS CURRENT INVOICE	\$ 317.26
HST - ONTARIO	\$ 1,404.68
TOTAL CURRENT INVOICE	\$ 12,209.94

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF AUGUST 21, 2025

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>OUTSTANDING</u>
2038755	05/16/25	5,474.85	(0.00)	5,474.85
2050810	06/24/25	4,477.63	(0.00)	4,477.63
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 9,952.48
TOTAL AMOUNT DUE				\$ 22,162.42

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		

RESTRUCTURING RE: SOFTAB TECHNOLOGIES INC.
 CLIENT/MATTER NO.:053270-00007

 INVOICE DATE: AUGUST 21, 2025
 INVOICE NO.: 2070829
 PAGE 2 OF 3

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
06/16/25	JDL	Review Bill of Sale.	0.8	712.00
06/23/25	JDL	Emails and review of Bill of Sale Amendments.	0.4	356.00
06/25/25	JDL	Review Application Record. Emails re: appraisals. Emails re: Escrow. Review Revised Report.	1.5	1,335.00
06/30/25	LSC	Review application record and proposed receiver's report, review email from copunsel for RBC regarding sealing request, and confer with J. Leslie,	0.5	435.00
07/02/25	LSC	Review email regarding filing of confidential appendices	0.2	174.00
07/02/25	JDL	Emails with Tim Hogan re: Reports. Deliver Reports and update re: Motion.	0.6	534.00
07/07/25	JDL	Emails re: motion and review materials and emails re: Report.	1.0	890.00
07/15/25	JDL	Preparation and attend Motion.	4.0	3,560.00
07/17/25	JDL	Emails re: Repair.	0.4	356.00
07/18/25	JDL	Review Orders.	0.4	356.00
07/23/25	JDL	Emails re: transfer of funds.	0.4	356.00
07/29/25	JDL	Emails re: Funds and closing.	0.4	356.00
07/29/25	JDL	Emails re: Security opinion and dates.	0.4	356.00
07/30/25	JDL	Telephone conference and emails re: HST.	0.4	356.00
07/31/25	JDL	Emails re: Election.	0.4	356.00
TOTAL FEES			11.8	\$ 10,488.00

DISBURSEMENTS

Service Fee

VALUE

317.26

TOTAL DISBURSEMENTS

\$ 317.26

HST - ONTARIO

\$ 1,404.68

TOTAL CURRENT INVOICE

 \$ 12,209.94

RESTRUCTURING RE: SOFTAB TECHNOLOGIES INC.
 CLIENT/MATTER NO.:053270-00007

INVOICE DATE: AUGUST 21, 2025
 INVOICE NO.: 2070829
 PAGE 3 OF 3

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	Partner	890.00	11.10	9,879.00
LISA S. CORNE [LSC]	Partner	870.00	0.70	609.00
TOTAL FEES CURRENT INVOICE			<u>11.80</u>	<u>\$ 10,488.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

TRUST ACCOUNT SUMMARY

Toronto 3 Trust CAD RBC

<u>DEPOSITS</u>	<u>CAD</u>
05/26/25 MAY 2025 DEPOSIT FROM VITUX CANADA-05/26/25	100,000.00
07/23/25 JULY 2025 DEPOSIT FROM VITUX CAN-07/23/25	688,840.00
07/24/25 JULY 2025 DEPOSIT FROM COLAUTTI LANDRY PARTNERS PROFESSIONAL CORP-07/24/25	125,000.00
PLUS TOTAL DEPOSITS	\$ 913,840.00
LESS DISBURSEMENTS	\$ 0.00
FUNDS AVAILABLE IN TRUST	<u>\$ 913,840.00</u>

This is **Exhibit B** referred to in the Fee Affidavit of **JOHN LESLIE** sworn before me at the City of Toronto, in the Province of Ontario, on this 10th day of September, 2025.

talya bertler

Commissioner for Taking Affidavits (or as may be)

TALYA BERTLER

Billing Rates of Dickinson Wright LLP

	Rate	Hours	Year of Call	Area of Practice
John Leslie	\$890.00	13.1	1989	Bankruptcy and Insolvency
John Leslie	\$850.00	5.7	1989	Bankruptcy and Insolvency
Lisa Corne	\$870.00	0.7	1988	Bankruptcy and Insolvency
David Seifer	\$485.00	4.5	2019	Bankruptcy and Insolvency
Average Hourly Rate	\$803.98			

MOTOR CITY CREDIT UNION LIMITED
Applicant

-and- **SOFTAB TECHNOLOGIES INC.**
Respondent

Court File No. CV-25-00032108-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
WINDSOR

FEE AFFIDAVIT

DICKINSON WRIGHT LLP

Barristers & Solicitors
199 Bay Street
Suite 2200, P.O. Box 447
Commerce Court Postal Station
Toronto, Ontario, M5L 1G4

JOHN D. LESLIE (29956P)

Email: jleslie@dickinsonwright.com
Tel: (416) 646-3801

Lawyers for the Court-appointed Receiver, BDO
Canada Limited

APPENDIX J

August 25, 2025

SENT VIA E-MAIL

Robyn Duwyn and David Flett
BDO Canada Limited

Dear Sirs:

**Re: Motor City Community Credit Union Limited (the “Credit Union”) and
Softab Technologies Inc. (the “Borrower”)**
Re: Our File No.: 53270-7

We confirm your advice that pursuant to the Order of the Honourable Justice Howard dated July 15, 2025 (the “**Appointment Order**”), BDO Canada Limited was appointed as receiver and manager (the “**Receiver**”) of all of the fixtures and equipment of the Borrower located or previously located at the property known municipally as 3190 Devon Drive, Unit B, Windsor, Ontario (the “**Property**”) acquired for, or used in relation to, the business carried on by the Borrower. In your capacity as Receiver, you have requested that we review the security documents described below in connection with security granted by the Borrower in favour of the Credit Union and provide you with our opinion as to the validity, enforceability, and priority thereof. Accordingly, we wish to advise as follows:

Security Documents Reviewed:

1. Letter of Agreement dated July 13, 2022 and a Letter Agreement dated November 7, 2022 between the Credit Union and the Borrower (collectively, the “**Loan Agreement**”);
2. General Security Agreement granted by the Borrower in favour of the Credit Union dated July 21, 2022 (the “**GSA**”); and
3. Landlord’s Waiver and Consent effective July 21, 2022 by Zurich Pharma Inc. in favour of the Credit Union (the “**Landlord Waiver**”),

(all of the foregoing documents are collectively referred to as the “**Security Documents**” and each a “**Security Document**”).

Scope of Examination

For the purposes of the opinions set out herein, we have examined the following:

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1. Ontario Personal Property Security Registration System Enquiry Response Certificate issued under the *Personal Property Security Act* (Ontario), R.S.O. 1990, as amended (the “PPSA”) in respect of the Borrower with a file currency date of August 19, 2025;
2. Ontario Ministry of Public and Business Services Delivery Corporate Profile Report in respect of the Borrower dated August 20, 2025; and
3. Except as noted herein, such statutes and public records, originals or copies (certified or otherwise identified to our satisfaction) of corporate records, certificates and such other instruments as we have deemed necessary or appropriate for the purposes of this opinion.

We have also made such other searches, inquiries, investigations and considered such questions of law as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed.

Assumptions and Fact Reliance

In expressing our opinions, we have assumed, without independent verification by us:

- (a) that all of the documents comprising the Security Documents were executed on the date indicated therein;
- (b) the genuineness of all signatures on and the authenticity and completeness of all documents submitted to us as original documents, the conformity to the original documents of all documents submitted to us as true, certified, conformed or photostatic copies thereof, the genuineness of all signatures on and the authenticity of the originals of such copies and the identity and legal capacity of all natural persons signing such documents;
- (c) the completeness, truth, accuracy and currency of the filing systems maintained by the public offices and registries where we have searched or inquired or have caused searches or inquiries to be made and upon the information and advice provided to us by appropriate government, regulatory or other like officials with respect to the matters referred to herein;
- (d) that the advances by the Credit Union were made for the purposes set out in the Loan Agreement including funding the purchase of certain equipment and installation of leasehold improvements at the Property;
- (e) the accuracy of the description of the collateral as set out in the Security Documents (the “Collateral”);
- (f) that the Borrower had rights in the Collateral and that value (as that term is defined in the PPSA) was given to the Borrower by the Credit Union;

August 25, 2025

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- (g) the Borrower and the Credit Union have not agreed to postpone the time of the attachment of any security interests constituted by the Security Documents;
- (h) the Collateral is all identifiable and traceable;
- (i) the Security Documents were delivered by the Borrower as security for direct advances made by the Credit Union to it;
- (j) that the security interests created by the Security Documents have, to the extent that a financing statement has been registered under the PPSA, attached in accordance with the provisions of the PPSA in connection therewith and we have also assumed that the description of the applicable Collateral is sufficient to enable it to be identified within the meaning of the PPSA;
- (k) that the Collateral does not include Consumer Goods (as that term is defined in the PPSA) whether or not installed as fixtures or that a notice of a security interest has been registered against any property in relation to consumer goods;
- (l) that there is a legal, valid, enforceable and subsisting debt owing by the Borrower to the Credit Union;
- (m) that each of the Borrower, and Credit Union;
 - (i) was at the time of the authorization, execution and delivery of the Security Documents, and is still constituted and existing under the laws pursuant to which it was constituted and existing;
 - (ii) had the requisite corporate capacity, power and authority to execute, deliver and perform its obligations under the Security Documents;
 - (iii) took all necessary corporate, statutory, regulatory and other action to authorize the execution, delivery and the performance of its obligations under the Security Documents; and
 - (iv) has duly authorized, executed and delivered the Security Documents delivered by it;
- (n) that the Security Documents have not been amended, restated or replaced and there are no agreements or understandings between the parties thereto, whether written or oral, and there is no usage of trade or course of dealing between the parties that would, in either case, define, supplement, limit or qualify the terms of the Security Documents;
- (o) that there are no agreements, judgments, rulings, instruments, facts, understandings, mistakes of fact or misunderstandings affecting or concerning the Security Documents

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- and/or the obligations with respect to which the Security Documents were granted or statutory or regulatory prohibitions on the execution and delivery of the Security Documents or the security interests granted thereunder;
- (p) that the execution, delivery and performance of obligations under the Security Documents by the Borrower did not constitute a preference, fraudulent preference, conveyance, fraudulent conveyance, settlement or reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Conveyances Act* (Ontario), the *Assignment and Preferences Act* (Ontario) or any other similar legislation;
 - (q) the Credit Union has not, by course of conduct, implicit or explicit, waiver, release, discharge, cancellation, forbearance or other means, oral or written, taken any action or steps which could, would or have altered, diminished, suspended or otherwise affected the terms, conditions or enforceability of the Security Documents or the indebtedness, liabilities and obligations secured thereby;
 - (r) the Borrower has no legal defences against the Credit Union, for, without limitation, absence of legal capacity, fraud by or to the knowledge of the Credit Union or misrepresentation, undue influence or duress;
 - (s) that the conduct of the parties to the Security Documents has complied with all requirements of good faith, fair dealing and conscionability and the Security Documents were fair and reasonable to the Borrower at the time that they were approved and entered into;
 - (t) that neither the creation, executions or delivery of any Security Documents nor the performance of the obligations thereunder, conflicts with or results in a breach in any of the terms, conditions or provisions of or constitutes a default under the constating documents and laws applicable to the parties thereto;
 - (u) that none of the Collateral is held in trust by the Borrower for anyone else; and
 - (v) that the Collateral is located in Ontario.

Laws Addressed

We are solicitors qualified to practice law in the Province of Ontario only. The opinions expressed in this letter are limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein. In particular, without limiting the generality of the foregoing, where we express an opinion based on the laws of the Province of Ontario, we express no opinion with respect to:

- (a) the laws of any other jurisdiction to the extent that such laws may govern any aspect of the Security Documents or govern the validity, the perfection, the effect of perfection or

August 25, 2025

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non-perfection or the enforcement of any security interest created thereunder as a result of the application of the conflict of laws rules of Ontario, as applicable; or

- (b) whether, pursuant to the conflict of laws rules of Ontario, as applicable, the laws of a particular province or other jurisdiction would govern the validity, the perfection, the effect of perfection or non-perfection or the enforcement of any security interest created by the Security Documents.

Opinions

Based and relying upon the foregoing, and subject to the qualifications, exceptions and limitations expressed herein, we are of the opinion that, as of the date of hereof:

- (a) the Loan Agreement and GSA constitute legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms;
- (b) the security interests in the personal property of the Borrower created by the GSA have been perfected by registration under the PPSA;
- (c) the Credit Union's security interest in the personal property of the Borrower is registered first in time under the PPSA; and
- (d) pursuant to the Landlord Waiver, all claims of the landlord, Zurich Pharma Inc., against the Borrower rank subordinate to the claims of the Credit Union.

No opinion is expressed with respect to the validity, perfection or priority of any security interest or the enforceability of any obligations against any party other than the Borrower under any Security Documents or with respect to any other security interests other than as identified above.

Qualifications

The foregoing opinions are subject to the following exceptions and qualifications:

A. General Qualifications

- (a) no opinion is given as to the legal or beneficial title or ownership of the Borrower to any personal property;
- (b) enforcement may be limited by laws of general application affecting creditors' rights including, without limitation: the common law with respect to lenders' obligations (such as the obligation of a lender to act reasonably and in good faith and to provide reasonable notice prior to enforcement of security), and bankruptcy, winding up, insolvency, reorganization, moratorium, limitation of action, fraudulent preference and conveyance, assignment and preference laws, including the notice requirements and restrictions on enforcement contained in the PPSA and in the *Bankruptcy and Insolvency Act* (Canada);

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- (c) enforcement may be limited by principles of public policy and by general principles of equity, the availability of equitable remedies (such as specific performance and injunctive relief) is subject to certain equitable defences and to the discretion of a court of competent jurisdiction;
- (d) the enforceability of the Security Documents is subject to the powers of a court to grant relief from forfeiture, to stay proceedings before them and may be affected by the course of conduct of the party seeking to enforce it;
- (e) the enforceability of the Security Documents may be limited by general principles of law and equity relating to the conduct of a lender prior to execution of or in the administration or performance of the Security Documents, including, without limitation (i) undue influence, unconscionability, duress, misrepresentation and deceit, (ii) estoppel and waiver, (iii) laches, (iv) reasonableness and good faith in the exercise of discretionary powers, (v) the obligation to generally act in a reasonable manner, (vi) the materiality of the breach or alleged breach of the provisions of the Security Documents and (vii) impracticability or impossibility of performance. Without limiting the foregoing, the rights of a lender to exercise the unilateral and unfettered discretion set forth in the Security Documents will not prevent a court of competent jurisdiction from requiring that such rights and discretion be exercised reasonably and in good faith;
- (f) the enforceability of the Security Documents by an Ontario court is subject to the *Limitations Act, 2002* (Ontario) which provides that a limitation period under such Act applies despite any agreement to vary or exclude it. We express no opinion as to whether a court may find any provisions of the Security Documents to be unenforceable as an attempt to vary or exclude a limitation period under the Act;
- (g) any action before a court in the Province of Ontario on the Security Documents may be barred by the *Limitations Act, 2002* (Ontario) after the applicable prescription or limitation period has expired;
- (h) this opinion is limited to the statements of facts or matters set forth herein as existing as at the date of this opinion; and
- (i) no opinion is expressed as to any licences, permits or approvals that may be required in connection with the enforcement of the Security Documents, whether such enforcement involves the operation of the business of the Borrower or a sale, transfer or disposition of its property and assets.

B. Qualifications regarding the Security Documents

- (j) no opinion is expressed regarding the enforceability of clauses in the Security Documents which:

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- (i) provide that a Security Document constitutes the “entire agreement” among the parties and there are no other representations, conditions or collateral agreements among the parties;
- (ii) purport to waive any or all defences which might be available to, or constitute a discharge of the liability of the Borrower;
- (iii) state that modifications, amendments or waivers of or with respect to the Security Documents are not binding or are ineffective unless made in writing;
- (iv) purport to confer upon any party the right to exercise any discretionary power or make any determination in its sole or unfettered discretion, or which provide that any such determination, record or certificate produced by a party is deemed to be conclusive;
- (v) purport to limit or exculpate a party from liability in respect of its own acts or omissions or in respect of acts or omissions which may be illegal, fraudulent or involve wilful misconduct;
- (vi) purport to limit or exculpate a party from any duty or obligation otherwise imposed by law, or to exclude or limit such party’s liability for failure to discharge any such duty or obligation;
- (vii) purport to waive the benefit of statutory rights;
- (viii) provide that a party agrees not to commence, maintain or be a party to any judicial proceeding, or in which a party agrees to consent to any order or judgment which may be given in any such proceeding;
- (ix) provide that if any provision in any Security Document contravenes any law, the provision is deemed to be amended to the extent that it does not contravene such law;
- (x) purport to establish evidentiary standards;
- (xi) purport to waive or affect any rights to notices;
- (xii) relate to delay or omission of the enforcement of remedies by a lender;
- (xiii) relate to time periods for complying with demands (including demands for payment) or to determinations made by a party in the exercise of a discretion purported to be given to such party where such demands or determinations are made in an unreasonable or arbitrary fashion;

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- (xiv) purport to stipulate the rate of interest which a judgment debt will bear; or
- (xv) require the payment of interest, fees or other amounts at a higher rate after maturity or default than is payable before maturity or default, to the extent that any such requirement may be considered by a court to constitute a penalty or for the receipt of interest by the lender at a “criminal rate” within the meaning of and in contravention of section 347 of the *Criminal Code* (Canada);
- (k) rights of indemnity and contribution under the Security Documents may not be enforceable to the extent that they are found to be contrary to equitable principles or public policy or that they directly or indirectly relate to liabilities imposed on a lender by law for which it would be contrary to public policy or equitable principles to require the Borrower to indemnify a lender;
- (l) the awarding and recoverability of costs and expenses and the quantum and scale of costs and expenses is in the discretion of a court of competent jurisdiction notwithstanding any provisions in the Security Documents, and may be limited to those a court considers to be reasonably incurred. A court of competent jurisdiction has the discretion to determine by whom and to what extent costs and expenses incidental to court proceedings shall be paid;
- (m) no opinion is given as to the enforceability of any specific provisions of the Security Documents including any provision which purports to provide for the severance of illegal or unenforceable provisions from the remaining provisions of the Security Document without affecting the enforceability of the remaining provisions;
- (n) a receiver or receiver and manager appointed pursuant to the provisions of any Security Document may, for certain purposes, be treated by a court as being the agent of the secured party and not solely the agent of the Borrower (and the secured party may not be deemed to be acting as the agent and attorney of the Borrower in making such appointment), notwithstanding any agreement to the contrary;
- (o) provisions in any Security Document to the effect that a lender is not responsible to the Borrower for its own misconduct or negligence or the misconduct or negligence of any receiver and manager or any other person appointed by it may be invalid. Moreover, no opinion is expressed on the legality, validity, binding effect or enforceability of any provision of the Security Document to the extent that it purports to oblige the Borrower to indemnify any person for losses, claims, damages, liabilities and related expenses resulting from the negligence, wilful misconduct or breach of contract by such person;
- (p) a court of competent jurisdiction may impose limitations or restrictions at common law or in equity upon the rights of a creditor to enforce or receive immediate payment of amounts stated to be payable on demand. For instance, a lender may be required to give

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- the Borrower a reasonable time to repay following a demand for payment prior to taking any action to enforce a right of repayment or before exercising any of the rights and remedies expressed to be exercisable by the lender in the Security Documents;
- (q) a court may decline to hear an action if it determines, in its discretion, that it is not the proper forum or if concurrent proceedings are brought elsewhere;
 - (r) a provision in a Security Document which restricts or purports to restrict or has the effect of restricting access to a court or which compels arbitration and limits or restricts appeals therefrom or which purports to waive any statutory rights or to relieve a person from any liability or duty imposed or owed by law may be unenforceable. Similarly, the effectiveness of rights of indemnification or provisions which purport to relieve a party from liability or duty otherwise owed may be limited by law, and provisions requiring indemnification or reimbursement may not be enforced by a court, to the extent that they relate to the failure of such party to have performed such liability or duty;
 - (s) any provision of a Security Document that provides for a forfeiture of a deposit or any other property or which provides for a particular calculation of damages upon breach may not be enforceable if it is interpreted by a court to be a penalty or if the court determines that relief from forfeiture is appropriate;
 - (t) a court may decline to accept the factual and legal determinations or a certificate of a party or to treat such determinations or certificates as conclusive notwithstanding that a contract or instrument provides that the determinations or the certificate of that party are to be so treated;
 - (u) a court might not allow a lender to exercise rights to accelerate the performance of obligations or otherwise seek the enforcement of a Security Document based upon the occurrence of a default deemed immaterial or which has been remedied.
 - (v) we express no opinion on whether the Security Documents can be attacked under the *Bankruptcy and Insolvency Act* (Canada) or any other federal or provincial legislation as a fraudulent conveyance, preference, transaction at undervalue or otherwise;
 - (w) we express no opinion as to the priority of the Security Documents with respect to any priorities that may be claimed under the *Income Tax Act* (Canada) or *Excise Tax Act* (Canada).

C. Qualifications Regarding Security Issues

- (x) no opinion is expressed in respect of the ownership or other right, title and interest of the Borrower in any Collateral intended to be subject to the security interests created by the Security Documents or, except as expressly set out herein, as to the rank or the priority of any security interests therein *vis-à-vis* other creditors of the Borrower;

August 25, 2025

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- (i) insofar as any security in favour of the Lender consists of a mortgage, pledge, charge or assignment of or upon any lease, agreement, agreement for income, proceeds or other monies or any other document for any rent, income, or other interest derived therefrom, our opinion pertaining thereto is subject to the qualification that notice of such security interest may have to be given to the obligor thereunder, the consent of the obligor thereunder may be required in order for such assignment to be effective and the further qualification that the party intended to be secured thereby may be affected by the equities between the immediate parties thereto;
 - (ii) to the extent that any Security Documents purport to assign or create a security interest in amounts due to the Borrower by any governmental agency or authority, such assignment or security interest is subject to any applicable restrictions relating to the assignment of Crown debts (such as restrictions contained in the *Financial Administration Act* (Canada));
 - (iii) a security interest granted by the Borrower in after-acquired personal property will not attach to such property until the Borrower acquires rights therein, and may expire in respect of personal property which is disposed of to third parties in certain circumstances as set out in the PPSA;
- (y) we express no opinion as to any security interest purported to be created by the Security Documents in any of the circumstances described in Section 4(1) of the PPSA in respect of which the PPSA is stated to have no application;
- (z) notwithstanding that the security interests created by the Security Documents may have been perfected by registration under the PPSA:
- (i) such security interests in securities, instruments, chattel paper, documents of title or money, as those terms are respectively defined in the PPSA, will be defeated by certain claimants obtaining possession of that property in the circumstances described in the PPSA, the *Securities Transfer Act, 2006* or the *Bills of Exchange Act* (Canada);
 - (ii) such security interests in goods (as defined in the PPSA) will be defeated by certain claimants to whom the Borrower sells or leases those goods in the ordinary course of business in the circumstances described in the PPSA; and
 - (iii) although the Security Documents and the applicable financing statements may extend to motor vehicles (which term is broadly defined in the PPSA), no detailed description of any motor vehicle subject to the Security Documents was set out in the financing statements and thus the security interests in such motor vehicles are

subject to the rights of certain claimants in the circumstances described in the PPSA;

- (aa) no opinion is expressed with respect to the creation, perfection, validity, binding nature or enforceability of the security interests created by the Security Documents in any collateral for which, pursuant to applicable conflicts of law rules, the creation, validity, perfection or enforceability and effect of perfection and non-perfection or the enforceability of any Security Documents as it relates thereto are governed by the laws of a jurisdiction other than the Province of Ontario or the federal laws of Canada applicable therein;
- (bb) the PPSA imposes certain obligations on secured creditors which cannot be varied by contract. The legislation may also affect the enforcement of certain rights and remedies under the Security Documents to the extent that these rights and remedies are inconsistent with or contrary to the legislation. The PPSA may require certain delays in realization. We express no opinion regarding the consequences to a lender of any such delay;
- (cc) no opinion is expressed regarding the creation, validity, or enforceability or perfection of any security interest expressed to be created by or under the Security Documents with respect to any property or assets or any proceeds of such property or assets which are not identifiable or traceable;
- (dd) no opinion is expressed regarding the creation, validity, enforceability or perfection of the security interest or other interest in, or the enforceability of the Security Documents insofar as it relates to any of the following property or any interest therein:
 - (i) crops or mineral claims;
 - (ii) any policy of insurance or contract of annuity;
 - (iii) any permits, quotas, licenses or other similar property which is not personal property or which is conferred by governmental bodies and certain types of collateral which are subject to the jurisdiction of the federal government of Canada;
 - (iv) any property to the extent that a lien or other interest therein is governed by the provisions of a statute of Canada including, without limitation, any vessel registered under the *Canada Shipping Act* (Canada) and any rolling stock, patents, trade-marks, copyrights and other intellectual property rights;
 - (v) any trade-marks used by the Borrower which are not the subject of a registration pursuant to the *Trade-Marks Act*; and

August 25, 2025

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- (vi) any contractual rights, which by their terms or by the nature of the contract, or any permits, quotas, licenses or other similar property, which by its terms, its nature or by the nature of the business of the Borrower, cannot be the subject of a lien or other interest, without the consent, authorization or approval of a third party;
- (ee) if the collateral includes fixtures or goods that may become fixtures or a right to payment under a lease of real property or under a mortgage or charge of real property to which the PPSA applies, a notice in the form prescribed under the PPSA must be registered in the appropriate land registry office or offices in order to preserve the priority of the security interest in such collateral;
- (ff) we express no opinion as to the creation of any security interest in property consisting of a receivable, licence, approval, privilege, franchise, permit, lease or agreement (collectively, the “**Special Property**”) to the extent that the terms of the Special Property or any applicable law prohibit the assignment or require, as a condition of assignability, a consent, approval or other authorization or registration which has not been made or given;
- (gg) no opinion is expressed in this opinion letter as to any of those matters which we assumed for the purposes of rendering the opinions expressed above;
- (hh) no opinion is expressed in this opinion letter as to the legality, validity, binding effect or enforceability of any provision of the Security Documents purporting to create a right of set-off or compensation of any deposit with or obligations of any affiliate of the Credit Union against the obligations of the Borrower to the Credit Union;
- (ii) no opinion is expressed as to the validity or enforceability of the security interest described in the Security Documents in any portion of any personal property to which the PPSA does not apply.

Reliance

This opinion may be relied upon by the addressee hereof and its respective successors and assigns. Without our prior written consent, this opinion letter, together with the opinions expressed herein, may not be:

- (a) relied upon by any other party;
- (b) quoted from, used or circulated in whole or in part or otherwise referred to in any manner, save and except for the purpose of the proceedings regarding the Borrower under the *Bankruptcy and Insolvency Act, and Courts of Justice Act*.

August 25, 2025
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We do not act for the Borrower or the Credit Union in this matter and did not act in the preparation of the Security Documents or the registrations effected in respect thereof.

Yours truly,

DICKINSON WRIGHT LLP



Lisa S. Corne

4902-6131-2602 v6 [53270-7]

APPENDIX K

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

MOTOR CITY CREDIT UNION LIMITED

Applicant

- and -

SOFTAB TECHNOLOGIES INC.

Respondent

APPLICATION UNDER Subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, and Rule 14.05(3)(g) and (h) of the *Rules of Civil Procedure*

RECEIVER'S CERTIFICATE OF PERFORMANCE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (the "**Court**") dated July 15, 2025, BDO Canada Limited was appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of **Softab Technologies Inc.** (the "**Debtor**").

B. Pursuant to an Order of the Court dated _____ (the "**Discharge Order**"), the Court authorized and directed the Receiver to carry out certain outstanding matters to complete the receivership (the "**Outstanding Matters**") that were proposed in the First Report, and further provided that upon the Receiver filing a Certificate of Performance with this Court certifying that the Outstanding Matters had been completed, the Receiver shall thereby be immediately discharged and the Receiver and all of its directors, officers, partners, employees, agents, attorneys and counsel released from any and all claims in respect of all acts or omissions of any such parties in the performance or intended performance of the Receiver's mandate or any activity related thereto.

THE RECEIVER HEREBY CERTIFIES the following:

The Receiver has completed the Outstanding Matters in accordance with the terms of the First Report and the Discharge Order such that the discharge and release of the Receiver should now be effective.

DATED at London, Ontario this _____ day of _____, 2025.

BDO CANADA LIMITED
Court Appointed Receiver of
Softab Technolgies Inc.

Per: Robyn Duwyn CA, CPA, CIRP, LIT
Senior Vice-President

TAB 3

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

THE HONOURABLE)
)
JUSTICE) DAY OF SEPTEMBER, 2025

B E T W E E N:

(Court Seal)

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

and

SOFTAB TECHNOLOGIES INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3,
AS AMENDED, AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED

ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the fixtures and equipment of Softab Technologies Inc. (the "**Debtor**") located at the real property known 3190 Devon Drive, Unit B, Windsor, Ontario, for an order, among other things, (i) approving the activities of the Receiver as set out in the report of the Receiver dated , 2025 (the "**First Report**"); (ii) approving the fees and disbursements of the Receiver and its counsel; (iii) approving the distribution of the remaining proceeds available in the estate of the Debtor; (iv) discharging BDO as Receiver of the Debtor; and (v) releasing the Receiver from

any and all liability as set out in this Order, was heard this day by judicial videoconference via Zoom.

ON READING the Motion Record of the Receiver (the “**Motion Record**”), including the First Report, the Affidavit of Robyn Duwyn sworn September 4, 2025 (the “**BDO Fee Affidavit**”), and the Affidavit of John Leslie sworn September 10, 2025 (the “**DW Fee Affidavit**”), and on hearing the submissions of counsel for the Receiver and such other counsel as were present as indicated by the counsel sheet, no one else appearing for any other person on the service list, although duly served as evidenced by the affidavit of service, filed:

SERVICE

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

APPROVAL OF ACTIVITIES AND FEES OF THE RECEIVER

2. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the First Report, including the Receiver’s Statement of Receipts and Disbursements for the period of July 15, 2025 to August 15, 2025, be and are hereby approved; provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, for the period from January 1, 2025, to September 2, 2025 as set out in the First Report and the

BDO Fee Affidavit be and are hereby approved.

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's counsel, Dickinson Wright LLP, for the period March 4, 2025 to July 31, 2025, as set out in the DW Fee Affidavit be and are hereby approved.

DISTRIBUTION

5. **THIS COURT ORDERS** that after payment of the professional fees and disbursements of the Receiver and its counsel, as approved by this Court, the Receiver is authorized and directed to make the following distributions from the funds remaining under the Receiver's control:

- (a) Firstly, \$72,740.56 to Canada Revenue Agency in full satisfaction of its claim against the Debtor for unpaid source deductions;
- (b) Secondly, \$12,731.95 to High Purity Water Systems, in full satisfaction of the amounts owing by the Debtor in respect of the purchase of a water purification system; and
- (c) the balance, to the Applicant, Motor City Community Credit Union Limited ("MCCCU"), not to exceed the amount of the secured indebtedness owing by the Debtor to MCCCU.

6. **THIS COURT ORDERS** that the Receiver, its counsel and other agents are hereby authorized to take all necessary or appropriate steps and actions to effect the payments and distributions described in this Order, and shall not incur any liability as a result of making such payments and distributions.

7. **THIS COURT ORDERS** that, notwithstanding anything else contained in this Order,

each of the payments and distributions provided for in this Order shall be made free and clear of 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, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order and (ii) all charges security interests, liens, trusts, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property or real property registry system.

8. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by applicable law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

9. **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 application; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

any payment or distribution made pursuant to this Order are final and irreversible and 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 pursuant to 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 law.

DISCHARGE OF THE RECEIVER

10. **THIS COURT ORDERS** that upon the Receiver filing a certificate substantially in the form attached as **Schedule “A”** hereto (the **“Performance Certificate”**) certifying that all matters to be attended to in connection with these receivership proceedings of the Debtor have been completed to the satisfaction of the Receiver, the Receiver shall be discharged as receiver and manager of the Debtor, 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, without limitation, all approvals, protections and stay of proceedings in favour of BDO in its capacity as Receiver.

11. **THIS COURT ORDERS AND DECLARES** that, upon the filing of the Performance Certificate, BDO is hereby released and discharged from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein, save and except for any

gross negligence or willful misconduct on the Receiver's part. Without limiting the generality of the foregoing, upon the filing of the Performance Certificate, BDO 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 willful misconduct on the Receiver's part.

GENERAL

12. **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.

13. **THIS COURT ORDERS** notwithstanding Rule 59.05, this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

Date of issuance
(to be completed by registrar)

(Signature of judge, officer or registrar)

MOTOR CITY COMMUNITY CREDIT UNION LIMITED
Applicant

-and- SOFTAB TECHNOLOGIES INC.
Respondent

Court File No. CV-25-00032108-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR

ORDER

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Lawyers for the Court-appointed Receiver,
BDO Canada Limited