

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

BETWEEN:

INGRAM MICRO INC.

Applicants

- and -

MANAGING INFORMATION SYSTEMS 3 INC.

Respondent

APPLICATION UNDER SECTION 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

MOTION RECORD

July 31, 2024

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Limited

TO: THIS HONOURABLE COURT

AND TO: CASSELS BROCK & BLACKWELL LLP

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AND TO: MANAGING INFORMATION SYSTEMS 3 INC.

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AND TO: MINISTRY OF FINANCE

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I N D E X

Tab	Document
1.	Notice of Motion dated July 31, 2024
2.	First Report of the Receiver dated July 31, 2024
I.	Appendix “I” – Order of Justice Cavanagh dated December 21, 2023
II.	Appendix “II” – Receiver’s Interim Statement of Receipts and Disbursements dated July 30, 2024
III.	Appendix “III” – Fee Affidavit of Peter Naumis sworn July 29, 2024
IV.	Appendix “IV” – Fee Affidavit of Jason Spetter sworn July 30, 2024
3.	Draft Order

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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B E T W E E N:

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Respondent

APPLICATION UNDER SECTION 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

NOTICE OF MOTION

BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver and manager (in such capacities, the (“**Receiver**”), of all the assets, undertakings, and properties of Managing Information Systems 3 Inc. (“**MIS3**”), will make a motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) on August 6th, 2024, at 11:00 a.m., or as soon after that time as the motion can be heard.

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

- ☐ In writing under subrule 37.12.1(1) because it is (*insert one of 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 Zoom details:

● To Be Provided

THE MOTION IS FOR:

1. An Order, substantially in the form attached hereto at Tab 3 of the Motion Record, for the following relief:
 - a) If necessary, the abridgement of the time for service of the Notice of Motion and Motion Record herein and dispensing of service thereof;
 - b) The approval of the Receiver's activities described in the First Report of the Receiver dated July 31, 2024 (the "**First Report**");
 - c) The approval of the Receiver's fees and disbursements and those of its counsel Spetter Zeitz Klaiman PC ("**SZK**") as set out in the First Report, including the Fee Accrual defined in the First Report;
 - d) The approval of the interim statement of receipts and disbursements of MIS3 from the date of the Receiver's appointments to July 30, 2024;
 - e) The approval and authorization of a distribution of any surplus proceeds to the Canada Revenue Agency on account of CRA's Priority Payable;
 - f) Authorizing the termination of the receivership proceedings and the discharge and release of the Receiver conditional upon: (i) payment in full of fees and disbursements

owing to the Receiver and SZK; and (ii) the Receiver filing a Certificate of Completion with the Court; and

g) Releasing the Receiver from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of its acts and omissions while acting in its capacity as Receiver.

2. Such further and other relief as required in the circumstances and this Honorable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Background

3. Upon application by Ingram Micro Ltd. and pursuant to the terms of the Order of the Honourable Mr. Justice Cavanagh dated December 21, 2023 (the "**Receivership Order**"), the Receiver was appointed as receiver and manager, of all the assets, undertakings, and properties of the Debtor (the "**Property**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* ("**BIA**") and section 101 of the *Courts of Justice Act* ("**CJA**").

4. MIS3 is a privately held company with its headquarters located in Toronto, Ontario. Nilesh Mistry ("**Neil**") is the sole director and officer of MIS3.

5. MIS3 provided business consulting and technology services to assist customers with their information technology modernization efforts.

6. In or around October 2022, Ingram established a credit line with MIS3 to finance

products purchased by MIS3 from Ingram. MIS3 granted Ingram a general security agreement as security for the obligations and indebtedness due and owing to MIS3.

7. MIS3 subsequently defaulted in the amounts outstanding under the credit line.

Secured Creditors

8. The Company's first ranking secured creditor is Ingram. Other security registrations under the *Personal Property Security Registration System* include:

- a) Synnex Canada Limited
- b) Royal Bank of Canada
- c) On Deck Capital Canada, Inc.
- d) 9859870 Canada Inc.
- e) Northpoint Commercial Finance Canada Inc.
- f) Vault Credit Corporation
- g) Bank of Nova Scotia
- h) 11302078 Canada Ltd.; and
- i) EFSA Capital Inc.

(Collectively, the "**Secured Creditors**")

9. CRA's Priority Payable claim far exceeds the total realization by the Receiver. There will be no surplus funds available for distribution to Ingram or the Secured Creditors.

Approval of Activities and Fees

10. In the First Report, the Receiver has included a detailed description of its activities, its fees and disbursements and the fees and disbursement of its lawyers.
11. The Receivership Order provides that the Receiver and its legal counsel are entitled to be paid their reasonable fees and disbursements at their standard rates and charges and are required to pass their accounts from time to time.

12. The Receiver's activities, statement of receipts and disbursements, including the fees and disbursements of its legal counsel as set out in the First Report, are fair and reasonable and ought to be approved.

Discharge of the Receiver

13. The receivership proceedings should be terminated, and the Receiver discharged, on completion of:
 - (i) payment of a fee accrual of the Receiver and its counsel, together with any final estate expenses;
 - (ii) distributing the funds in the Receiver's hands;
 - (iii) filing HST returns up to the Receiver's discharge;
 - (iv) issuing the Receiver's final report and statement of receipts and disbursements pursuant to section 246(3) of the BIA;
 - (v) such further and other administrative and ancillary matters as may be necessary to complete the administration of the Receivership estate;
 - (vi) payment in full of fees and disbursements owing to the Receiver and SZK; and
 - (vii) the Receiver filing a Certificate of Completion with the Court.

Other Grounds

14. As contained in the First Report.
15. Rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.
16. Such further and other grounds as the lawyers may advise.

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

1. The First Report;
2. The Affidavit of Peter Naumis, sworn July 29, 2024 (the “**BDO Fee Affidavit**”);
3. The Affidavit of Jason Spetter, sworn July 30, 2024 (the “**SZK Fee Affidavit**”); and
4. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

DATE: July 31, 2024

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INGRAM MICRO INC.

Applicant

-and-

MANAGING INFORMATION SYSTEMS 3
INC.

Respondent

Court File No.: CV-23-00709488-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Lawyers for the Receiver, BDO Canada
Limited

TAB 2

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

BETWEEN:

INGRAM MICRO INC.

Applicants

- and -

MANAGING INFORMATION SYSTEMS 3 INC.

Respondents

**FIRST REPORT TO THE COURT
SUBMITTED BY BDO CANADA LIMITED,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
MANAGING INFORMATION SYSTEMS 3 INC.**

July 31, 2024

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- Appendix I - Order of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice
- Appendix II - Receiver's Interim Statement of Receipts and Disbursements
- Appendix III - Fee Affidavit of Peter Naumis
- Appendix IV - Fee Affidavit of Jason D. Spetter

INTRODUCTION AND PURPOSE OF REPORT

Introduction

1. By Order of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (the “Court”) dated December 21, 2023 (the “Appointment Order”), BDO Canada Limited (“BDO”) was appointed as the Court-appointed receiver and manager (in such capacity, the “Receiver”) of the assets, undertakings and properties of Managing information Systems 3 Inc. (“MIS3” or the “Company”), pursuant to the application made by Ingram Micro Inc. (“Ingram”). A copy of the Appointment Order is attached as **Appendix “I”**.
2. The Company is a privately held company with its headquarters located in Toronto, Ontario. In addition, MIS3 had multiple shared satellite offices across Canada. Nilesh Mistry (“Neil”) is the sole director and officer of MIS3.
3. MIS3 provided business consulting and technology services to assist customers with their information technology modernization efforts.
4. In or around October 2022, Ingram established a credit line with MIS3 to finance products purchased by MIS3 from Ingram. MIS3 granted Ingram a general security agreement as security for the obligations and indebtedness due and owing to MIS3.
5. MIS3 subsequently defaulted in the amounts outstanding under the credit line.
6. This first report of the Receiver dated August 1, 2024 (the “First Report”), and other court materials and orders issued and filed in these receivership proceedings, are available on the Receiver’s case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mis3>.

Purpose of this Report

7. The purpose of this First Report is to update the Court on the Receiver’s activities following its appointment and is filed in support of the Receiver’s motion for the following Orders:
 - a) Approving this First Report and the conduct and actions of the Receiver to date;
 - b) Approving the fees and disbursements of the Receiver and its legal counsel, Spetter Zeitz Klaiman P.C. (“SZK”), as outlined herein and detailed in the supporting fee

affidavits appended hereto, including the Fee Accrual (defined below) and authorizing the Receiver to pay all approved and unpaid fees and disbursements;

- c) Approving the interim statement of receipts and disbursements of MIS3 from the date of the Receiver's appointment to July 26, 2024 (the "Interim R&D");
- d) Approving and authorizing a distribution of any surplus proceeds to Canada Revenue Agency ("CRA") on account of CRA's Priority Payable (defined below);
- e) Subject to completing any remaining outstanding matters discharging BDO as Receiver of the assets, undertakings and properties of the Company;
- f) Releasing the Receiver from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of its acts and omissions while acting in its capacity as Receiver; and
- g) Authorizing such further and other relief as counsel may advise and this Honourable Court may permit.

Scope and Terms of Reference

- 8. The First Report has been prepared for the use of this Court and the Company's stakeholders as general information relating to the Company and to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for a purpose different than set out in this paragraph.
- 9. Except as otherwise described in this First Report:
 - (a) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and

- (b) The Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

- 10. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

- 11. Since its appointment, the Receiver has, *inter alia*:

- a) served the Appointment Order upon Neil and demanded that he deliver the books and records of the Company to the Receiver;
- b) attended the Company's corporate head office at 100 King St West, Toronto, Ontario;
- c) attended the Company's satellite offices in Calgary, Edmonton, and other areas;
- d) contacted Bank of Nova Scotia ("BNS"), the Company's financial institution, and requested that BNS freeze the Company's accounts and remit surplus funds to the Receiver;
- e) Communicated with the Company's former employees;
- f) Communicated on numerous occasions with the Company's creditors;
- g) Held various communications with Neil and his legal representative;
- h) Communicated with the Company's former accountants with regards to the books and records;
- i) Issued collection letters to identified outstanding receivable accounts;
- j) prepared and mailed statutory notices pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* ("BIA"); and

k) communicated with Canada Revenue Agency (“CRA”).

ASSETS

Cash in bank

12. On December 21, 2023, the Receiver wrote to BNS and requested, among other things, placing the Company’s accounts on deposit only and remitting any surplus funds to the Receiver.
13. BNS remitted a total of \$22,230.09 to the Receiver.

Accounts receivable

14. At the time of the Receiver’s appointment, the Company’s available books and records reported accounts receivable of approximately \$165,963.
15. The Receiver issued collections letters to the customers identified having a receivable owing for the collection of these accounts.
16. The Receiver collected approximately \$55,412 in receivables. The remaining receivables were either deemed uncollectible or were paid to MIS3 prior to the Appointment Order.
17. Uncertain if the books and records were current, and on the suspicion of Ingram, on February 7, 2024, the Receiver subsequently issued letters to all customers reported in the books and records, whether showing as having an outstanding receivable or not, apprising them of these receivership proceedings and advising them to remit payment to the Receiver.
18. No customers responded to the Receiver’s February 7, 2024 correspondence.
19. On April 30, 2024, counsel for the City of Vaughan contacted the Receiver to advise that Neil had requested an MIS3 invoice be paid to him personally and mailed to his home address, advising the City of Vaughan “...the 100 King Street West Toronto ON office has not been renewed”.
20. The City of Vaughan invoice Neil was attempting to collect was a pre-bill for future work and was not an outstanding receivable.
21. The Receiver immediately contacted Neil and, among other things, put him on notice to immediately cease transacting as MIS3 and to forward an accounting to the Receiver and any correspondence he has had with MIS3 customers subsequent to the Appointment Order.

22. Additionally, the Receiver requested and obtained, various personal bank transaction statements from Neil to review for MIS3 related transactions. The Receiver identified two transactions as follows:

- Deposit of \$10,593.75 - This was determined to be a receivable of MIS3. The customer had issued payment to Neil, however, subsequently issued a stop payment on notice of these receivership proceedings and redirected payment to the Receiver; and
- Deposit of \$5,000 - According to Neil, “the payment represented a referral bonus from a technology partner”, however due to the receivership proceedings the bonus was canceled and the payor issued a stop payment.

23. On July 10, 2024, Neil filed a proposal to his creditors pursuant to the *Bankruptcy and Insolvency Act*.

Computer equipment

24. The Company operated out of various satellite shared office spaces and maintained two employees.

25. The Receiver identified certain computer equipment as the only assets of the Company.

26. An Apple MacBook Air Retina (2020) (“**MacBook**”) was in the possession of a former employee. The Receiver negotiated a sale of the MacBook to the former employee for \$750. The value was consistent with comparable used equivalents being sold.

27. Neil had advised the Receiver of certain computer equipment in his possession, which the Receiver took possession of, including:

I#	QTY	PIC	MAKE	MODEL	DESCRIPTION	S/N
1	1	1	INFOVISTA	IP E 40AX V2	IP ENGINE	N/A
2	1	2	CRADLEPOINT	IBR600C-150M-D	ROUTER	WA201400272929
3	1	3	CRADLEPOINT	IBR200-10M-B-AT	ROUTER	MM201800011152
4	1	4	CRADLEPOINT	E300-C18B	ROUTER	MM2000007600187
5	2	5-6	INFOVISTA	IPE 2000AX-T	IP ENGINE	N/A N0519A0203A0
6	2	7-8	INFOVISTA	IPE-2000AX-LX	IP ENGINE	N/A I0918C0120A0
7	1	9	APPLE	A2179	13" MONITOR, SPACE GRAY, MACBOOK AIR, 8GB RAM, 2020	FVHDF90QMNHP
8	1	10	APPLE	IMAC	COMPUTER	N/A
9	1		APPLE	IPAD	TABLET (NOT FUNCTIONING)	N/A

(“Computer Equipment”)

28. The Receiver requested an appraisal of the Computer Equipment from Platinum Asset Appraisals (“**Platinum**”). Platinum appraised the Computer Equipment on a forced liquidation value between \$3,745 - \$6,240.
29. The Receiver instructed Platinum to supplement its future auctions with the Computer Equipment.
30. As of this First Report, no pieces of the Computer Equipment have sold. In the event Platinum sells any or all of the Computer equipment in the future, the proceeds would be subject to the Priority Payable claim of CRA. The Receiver will direct any proceeds to the CRA to the extent of their priority trust claims.

PRIORITY PAYABLES

31. On December 27, 2023, the Receiver put Canada Revenue Agency (“**CRA**”) on notice of the Appointment Order.

32. On January 2, 2024, the CRA submitted its claim to the Receiver, evidencing a harmonized sale tax (“HST”) liability owing by MIS3 in the amount of \$549,652.16 (the “**Priority Payable**”). Additionally, on April 30, 2024, CRA submitted to the Receiver its claim for payroll deductions at source in the amount of \$1,470.78. CRA has confirmed the statutory trust components of the payroll deductions at source had been paid, and the outstanding amount is the Company’s portion which they are not claiming a priority against.
33. Additionally, the Wage Earner Protection Program Act (“**WEPP**”) creates a super priority for unpaid wage and vacation pay claims, up to \$2,000 per employee. Those claims rank as a priority charge ahead of secured creditors, over the current assets of an estate.
34. In accordance with the Appointment Order, claims under sec 81.4 of the BIA, being the \$2,000 super priority under WEPP, rank in priority to the Receiver’s accounts and will be paid in priority to the Receiver’s accounts.
35. The Receiver identified two former employees of MIS3 and put them on notice of WEPP. Only one former employee filed a claim under WEPP.
36. On July 16, 2024, Service Canada submitted its Statement of Account for WEPP payments, evidencing only unsecured portions. Accordingly, there are no priority claims for unpaid wages or vacation pay.

SECURED CREDITORS AND SECURITY OPINION

37. The Company’s first ranking secured creditor is Ingram. Other security registrations under the *Personal Property Security Registration System* include:
 - Synnex Canada Limited
 - Royal Bank of Canada
 - On Deck Capital Canada, Inc.
 - 9859870 Canada Inc.
 - Northpoint Commercial Finance Canada Inc.
 - Vault Credit Corporation
 - Bank of Nova Scotia
 - 11302078 Canada Ltd.; and
 - EFSA Capital Inc.

(collectively the “**Secured Creditors**”)

38. The Receiver did not engage SZK to undertake a security review of Ingram’s, or the Secured Creditors security. CRA’s Priority Payable claim far exceeds the total realization by the Receiver.
39. There will be insufficient funds to repay in full the Priority Payable. Accordingly, there will be no surplus funds available for distribution to Ingram or the Secured Creditors.

INTERIM STATEMENT OF OPERATIONAL RECEIPTS AND DISBURSEMENTS

40. Attached as **Appendix “II”** is a summary of the Receiver’s interim receipts and disbursements from the date of the Receiver’s appointment to July 30, 2024 (“**Interim R&D**”).
41. The Receiver is seeking the Court’s approval of the Interim R&D.

PROFESSIONAL FEES

42. Pursuant to paragraph 19 of the Appointment Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver and the fees and disbursements of the Receiver’s legal counsel, SZK, constitute part of the “Receiver’s Charge”. The fees and disbursements of the Receiver for the period December 21, 2023 to July 26, 2024 are detailed in the affidavit of Peter Naumis sworn July 29, 2024, a copy of which is attached hereto as **Appendix “III”**. The fees and disbursements of SZK for the period of December 21, 2023 to July 30, 2024 are detailed in the affidavit of Jason D. Spetter sworn July 30, 2024, a copy of which is attached as **Appendix “IV”**.
43. The detailed narratives contained in the invoices provide a fair and accurate description of the services provided and the amounts charged by BDO as Receiver. Included with the invoices is a summary of the time charges of partners and staff, whose services are reflected in the invoices, including the total fees and hours billed.
44. The Receiver’s fees for the period December 21, 2023 to July 26, 2024 encompass 67.20 hours at an average hourly rate of approximately \$409.22 for a total of \$27,499.25 prior to disbursements of \$438.91 and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve total fees and disbursements inclusive of applicable taxes in the amount of \$31,570.12.

45. SZK's fees for the period December 21, 2023 to July 30, 2024 encompass 9.4 hours at an average hourly rate of approximately \$541.49 for a total of \$5,090.00 prior to disbursements of \$66.00 and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve SZK's total fees and disbursements inclusive of applicable taxes in the amount of \$5,826.28.
46. The Receiver respectfully submits that the Receiver's fees and disbursements, and SZK's fees and disbursements, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Appointment Order.
47. Further, the Receiver and its legal counsel estimate they will incur additional fees and disbursements to complete the administration of the receivership proceeding, including but not limited to:
- i. Drafted and finalizing this First Report;
 - ii. Attending Court on August 6, 2024 in respect of the approval of this First Report;
 - iii. Determining and paying and Priority Payables;
 - iv. Filing the Receiver's HST returns to completion of this administration and follow up for receipt of any input tax credits;
 - v. Filing the Receiver's final report with the Office of the Superintendent of Bankruptcy;
 - vi. Distributing the surplus funds in the Receiver's hands to CRA; and
 - vii. Filing its discharge certificate to conclude its mandate.

The additional fees are not expected to exceed \$15,000, exclusive of disbursements and applicable HST (the "**Fee Accrual**").

DISCHARGE OF THE RECEIVER

48. The Receiver has substantially completed the administration of the receivership, subject to the residual matters set out below.

49. The Receiver therefore respectfully requests that the receivership proceedings then be terminated, and the Receiver be discharged, subject to the Receiver performing the following:

- i. Payment of a fee accrual of the Receiver and it's counsel, together with any final estate expenses;
- ii. Distributing the funds in the Receiver's hands;
- iii. Filing HST returns up to the Receiver's discharge;
- iv. Issuing the Receiver's final report and statement of receipts and disbursements pursuant to section 246(3) of the BIA; and
- v. Such further and other administrative and ancillary matters as may be necessary to complete the administration of the Receivership estate.

50. Upon completion of the above noted items, the Receiver will file a certificate with the Court confirming same (the "**Receiver's Certificate**"), whereupon the termination of the receivership proceedings and the discharge of the Receiver, and the accompanying release of the Receiver, would become effective.

RECOMMENDATIONS

51. The Receiver recommends and respectfully requests that this Honourable Court make an Order as requested in paragraph 7 above.

All of which is respectfully submitted this 31st day of July 2024.

BDO CANADA LIMITED
in its capacity as Court-Appointed Receiver
of Managing Information Systems 3 Inc.
and without personal or corporate liability



Name: Peter Naumis, B. Comm., CIRP, LIT
Title: Vice President

APPENDIX “I”



Court File No. CV-23-00709488-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

)

THURSDAY, THE 21st

JUSTICE CAVANAGH

)

DAY OF DECEMBER, 2023

)

INGRAM MICRO INC.

Applicant

- and -

MANAGING INFORMATION SYSTEMS 3 INC.

Respondent

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c. B-3, AS AMENDED; AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c. C.43, AS
AMENDED**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, RSO 1990, c. C.43, as amended (the "CJA") appointing BDO Canada Limited ("BDO") as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings, and properties, and in all proceeds arising therefrom (the "Property") of Managing Information Systems 3 Inc. (the "Debtor"), was heard this day by judicial teleconference via Zoom at Toronto, Ontario.

ON READING the affidavits of Ada de Michele sworn November 15, 2023 and December 18, 2023, and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and such other parties listed on the Counsel Slip, no one appearing although

duly served as appears from the affidavits of service of William Onyeaju sworn December 13, 2023 and December 18, 2023, and on reading the consent of BDO 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 application 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 is hereby appointed Receiver, without security, of the Property of the Debtor.

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, including without limitation the Debtor's bank accounts wherever located;
- (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 or disclaim 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 \$250,000; 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, and in each case the Ontario *Bulk Sales Act* shall not apply.

(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 consult with the Applicant on all matters relating to the Property and the receivership, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

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

8. THIS COURT ORDERS that all Persons, including without limitation, the Debtor and all entities affiliated (as such term is defined in the *Business Corporations Act* (Ontario)) with the Debtor, and each of them, shall be required to cooperate, and share information, with the Receiver, in connection with all books and records, contracts, agreements, permits, licenses and insurance policies and other documents in respect of the Debtor and the Property.

NO PROCEEDINGS AGAINST THE RECEIVER

9. 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

10. 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

11. 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

12. 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

13. 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

14. 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

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on behalf of the Debtor, 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

16. 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

17. 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

18. 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

19. 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.

20. 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.

21. 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

22. 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 \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the 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, fees, 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.

23. 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.

24. 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.

25. 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

26. THIS COURT ORDERS that The Guide Concerning Commercial List E-Service (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-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mis3>.

27. 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

28. 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.

29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor. For greater certainty, the Property shall remain subject to the terms of this Order including without limitation paragraph 3 hereof and, subject to further Court Order, shall not vest in BDO as trustee in bankruptcy of the Debtor.

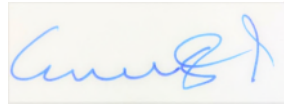
30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

31. 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.

32. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial

indemnity basis to be paid by the Receiver from the Debtor with such priority and at such time as this Court may determine.

33. 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.

A digital signature in blue ink, appearing to be 'Cavanagh', is displayed within a light yellow rectangular box.

Digitally signed by
Mr. Justice Cavanagh

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver and manager (the "Receiver") of the assets, undertakings, and properties, and in all proceeds arising therefrom, acquired for, or used in relation to a business carried on by Managing Information Systems 3 Inc. (the "Debtor"), including all proceeds thereof (the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an application having Court file number CV-●, 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: Peter Naumis

Title: Vice President, Business
Restructuring & Turnaround Services

INGRAM MICRO INC.

- and -

Court File No./N° du dossier du greffe : CV-23-00709488-00CL

MANAGING INFORMATION SYSTEMS 3 INC.

Applicant

Respondent

Court File No. CV-23-00709488-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(APPOINTING RECEIVER)**

Cassels Brock & Blackwell LLP

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40 Temperance St.
Toronto, ON M5H 0B4

Jeremy Bornstein LSO #: 65425C

Tel: 416.869.5386

jbornstein@cassels.com

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Tel: 416.869.5498

wonyeaju@cassels.com

Lawyers for the Applicant

APPENDIX “II”

IN THE MATTER OF THE RECEIVERSHIP OF
MANAGING INFORMATION SYSTEMS 3 INC.
OF THE CITY OF VAUGHAN,
IN THE REGIONAL MUNICIPALITY OF YORK,
IN THE PROVINCE OF ONTARIO.
AS AT JULY 30, 2024

RECEIPTS

Cash in bank	\$	22,230.09
Accounts receivable		55,212.87
Computer equipment		663.72
HST refund		195.00
HST collected		86.28
Interest		1,380.97
TOTAL RECEIPTS	\$	<u>79,768.93</u>

DISBURSEMENTS

Filing fees	75.30	
Bank Charges	17.00	
Appraisal fees	1,500.00	
HST remitted	86.28	
HST Paid on Disbursements	195.00	1,873.58
TOTAL DISBURSEMENTS		<u>\$ 1,873.58</u>
RECEIPTS OVER DISBURSEMENTS		<u>\$ 77,895.35</u>
EXCESS RECEIPTS OVER DISBURSEMENTS		\$ 77,895.35

RECEIVER'S ESTIMATED AND ACCRUED EXPENSES

Travel	68.24	
Courier/postage	370.67	
HST on disbursements	57.06	495.97
Receiver's fees accrued		
Receiver's fees to July 26, 2024	27,499.25	
HST on fee's	3,574.90	31,074.15
Legal fees accrued		
Legal fees to July 30, 2024	5,156.00	
HST on fee's	670.28	5,826.28
Estimated Fee Accrual to finalize		
Fee accrual to close	15,000.00	
HST on fee accrual	1,950.00	16,950.00
TOTAL ESTIMATED AND ACCRUED EXPENSES		<u>54,346.40</u>
ESTIMATED SURPLUS FUNDS		<u>\$ 23,548.95</u>

APPENDIX “III”

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

BETWEEN:

INGRAM MICRO INC.

Applicant

- and -

MANAGING INFORMATION SYSTEMS 3 INC.

Respondents

AFFIDAVIT OF PETER NAUMIS

I, PETER NAUMIS, of the City of Mississauga, of the Regional Municipality of Peel, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Vice President of BDO Canada Limited (“**BDO**”), Court appointed receiver of the property, assets and undertakings of Managing Information Systems 3 Inc. (“**MIS3**”) (in such capacity, the “**Receiver**”), and as such have knowledge of the matters hereinafter deposed.
2. The Receiver was appointed pursuant to an Order of the Honourable Mr. Justice Cavanagh dated December 21, 2023 (the “**Order**”).
3. Pursuant to the Order, the Receiver has provided services and incurred disbursements for MIS3, which are more particularly described in the detailed accounts attached hereto as **Exhibit “A”**.
4. The hourly billing rates set out in the Receiver’s accounts are normal hourly rates charged by BDO for services rendered in relation to similar proceedings.

5. The time shown in the detailed accounts attached as Exhibit "A", are a fair and accurate description of the services provided and the amounts charged by the Receiver, which reflect the Receiver's time as billed at its standard billing rates.
6. The Receiver requests that the Court approve its interim accounts for the period from December 21, 2023 to July 26, 2024 in the amount of \$31,570.12 inclusive of HST of \$3,631.96, for the services set out in Exhibit "A".
7. This Affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements, and those of its legal representatives for no other or improper purpose.

SWORN before me at the Town of
Oakville in the Province of Ontario on
this 29 day of July, 2024.


.....

Commissioner for Taking Affidavits

Stephanie Anne Burrowes, a Commissioner,
etc., Province of Ontario, for BDO Canada
Limited.

Expires November 21, 2025.

)
)
)
)
)
)
)



Peter Naumis

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF PETER NAUMIS

Sworn before me

This 29 day of July, 2024

A handwritten signature in blue ink, appearing to be 'SA Burrowes', is written over a horizontal line.

Commissioner for taking Affidavits, etc.

**Stephanie Anne Burrowes, a Commissioner,
etc., Province of Ontario, for BDO Canada
Limited.**

Expires November 21, 2025.



Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

BDO Canada Limited
360 Oakville Place Drive, Suite 500
Oakville ON L6H 6K8 Canada

Date	Invoice No.
July 29, 2024	#CINV - TBD

RE: Managing Information Systems 3 Inc.

FOR PROFESSIONAL RECEIVERSHIP SERVICES RENDERED for the period commencing December 21, 2023 to July 26, 2024 inclusive per attached detail:

Our Fee		\$ 27,499.25
Disbursements		
Travel	\$ 68.24	
Courier/Postage	370.67	438.91
		<u>\$ 27,938.16</u>
HST - 13% (R101518124)		3,631.96
TOTAL		<u><u>\$ 31,570.12</u></u>

	Hours	Rate	Amount
D. Lewis, Partner	0.40	\$ 595.00	\$ 238.00
D. Pintaric, Senior Manager	1.90	495.00	940.50
P. Naumis, Senior Manager	34.65	495.00	17,151.75
S. Burrowes, Senior Manager	15.20	425.00	6,460.00
Administrative Support	15.05	180.00	2,709.00
	<u>67.20</u>		<u>\$ 27,499.25</u>



Date	Professional	Comments	Hours
21-Dec-23	Peter Naumis	Attend court motion for receiver's appointment. Correspondence with counsel. Correspondence and serve order on Neil Mistry. Attend listed office for MIS3. Create extranet website.	2.50
22-Dec-23	Daniel Pintaric	Matters related to attending Edmonton premises located at 10060 Jasper Avenue, Tower 1, Suite 2020.	1.90
22-Dec-23	David Lewis	Emails and arranging staff to attend the site in Edmonton.	0.40
26-Dec-23	Peter Naumis	Receiver's Notice.	0.75
28-Dec-23	Peter Naumis	Call with CRA and update on MIS3 liabilities, information in CRA's possession to assist Receiver and update on lack of co-operation by Mr. Mistry. Correspondence to Mr. Mistry.	0.50
29-Dec-23	Peter Naumis	Draft correspondence to accountant.	0.25
3-Jan-24	Franca Iannilli	Prepare and mail out Notice of Receiver and Receiver's Statement.	1.00
3-Jan-24	Peter Naumis	Lengthy call with Neil Mistry. Receive and review information. Assess realizations. Discuss potential bankruptcy of MIS3. Discuss WIP and A/R collectability. Update with Cassels Brock and Blackwell.	2.00
4-Jan-24	Franca Iannilli	Fax to the OSB Notice of Receiver and Receiver's Statement, scan, save confirmation document to the directory, prepare Affidavit of Mailing, scan to the directory and save.	0.35
4-Jan-24	Peter Naumis	Call from former employee. Calls from creditors. Review the additional information provided by Neil and draft list of queries for Neil. Forward description of new computer equipment to liquidator for value opinion. Update to stakeholders.	2.00
4-Jan-24	Stephanie Burrowes	Email to Scotia regarding releasing funds. Requested IT to upload documents to website.	0.20
5-Jan-24	Stephanie Burrowes	Draft a/r demand letters. Letter to Scotiabank regarding Land Rover.	1.40
5-Jan-24	Peter Naumis	Ongoing and numerous creditor queries and calls.	0.50
8-Jan-24	Stephanie Burrowes	Email response to Scotiabank re: funds in account.	0.10
8-Jan-24	Peter Naumis	Correspondence with Neil re: questions, missing information, arranging pick up of computer assets.	0.25
9-Jan-24	Stephanie Burrowes	Retainer invoice.	0.10
10-Jan-24	Peter Naumis	Creditor queries. Updated information from Neil. Discussions and instructions with Stephanie. Review QuickBooks datafile for information. Former employee call.	1.25
10-Jan-24	Stephanie Burrowes	Email response to Scotia.	0.10
10-Jan-24	Franca Iannilli	Returned mail, search, email staff.	0.10
11-Jan-24	Stephanie Burrowes	Reviewed information on system for WEPPA. Emailed same to Antoinette with explanations of information. Prepare WEPPA letter to employees. Call with ASL Distribution regarding a/r collections. Call with Junior Williams - contractor for MIS3.	1.00



11-Jan-24	Peter Naumis	Creditor query. Discussion with former employee re: purchase of laptop.	0.25
12-Jan-24	Franca Iannilli	Mail, scan, save to the directory.	0.10
16-Jan-24	Stephanie Burrowes	Returned CRA's call and left message. Forward T4s to CRA.	0.20
16-Jan-24	Peter Naumis	Meet with Neil. Discuss A/R and difficulty collecting, bank accounts, etc. Retrieve various pieces of networking and computer equipment. Creditor queries. Call with SunLife re: insurance policy identified and copy thereof.	1.25
17-Jan-24	Peter Naumis	Creditor queries. Communication to and from Neil re: access to online QuickBooks not working. Various correspondence with ASL re: A/R due.	0.75
17-Jan-24	Stephanie Burrowes	Email correspondence with Scotia regarding the accounts. Attend to review of employee payroll information to assist with WEPPA. Left message for CRA.	0.80
18-Jan-24	Peter Naumis	A/R follow up and ongoing correspondence with ASL and Sentinel One. Follow up with Scotia re: funds in account, unknown bank account and transaction history, etc.	1.00
18-Jan-24	Stephanie Burrowes	Provide stamped order to Scotia and review correspondence regarding account balances.	0.20
19-Jan-24	Peter Naumis	Continued creditor queries. Update from Scotiabank. Update to Cassels.	0.50
19-Jan-24	Stephanie Burrowes	Review WEPPA information completed by Antoinette and advised of revisions.	0.20
19-Jan-24	Lourdes Dula	Filled out banking fields, emailed request to RBC to open a new bank account, received confirmation, emailed banking info to Trustee.	0.80
22-Jan-24	Stephanie Burrowes	Attend to WEPPA. Call with Wendy from CRA regarding opening an RT0002 account. Letter and email to CRA re: Wendy's request.	0.30
22-Jan-24	Peter Naumis	Call with Debt Law re: Neil.	0.25
23-Jan-24	Peter Naumis	Correspondence with Neil's counsel re: bank account transfers, identification of recipient, etc.	0.25
23-Jan-24	Stephanie Burrowes	Complete forms and checklists. Attend to CRA request.	0.50
24-Jan-24	Stephanie Burrowes	Instructions to Franca regarding receipt of funds from Company bank account.	0.10
24-Jan-24	Franca Iannilli	Mail, cheque, email staff and prepare deposit slip, scan save and send to Toronto's office.	0.10
24-Jan-24	Peter Naumis	Call with Cassels and Spetter Zeitz Klaiman re: status of administration, findings, co-operation of debtor, go forward. Correspondence with Scotiabank and counsel for Neil.	0.50
25-Jan-24	Stephanie Burrowes	Attend to T4 summary.	0.10
25-Jan-24	Lourdes Dula	Entered, posted deposit entries for banking.	0.40
26-Jan-24	Stephanie Burrowes	Second notice demand letters issued to accounts receivable.	0.50



26-Jan-24	Franca Iannilli	Mail out A/R letters (3), prepare cheque requisition for filing fees, scan save and email Lou.	0.20
26-Jan-24	Lourdes Dula	Took notes, entered, posted & processed cheque for esignature.	0.20
29-Jan-24	Stephanie Burrowes	Email responses to Ryan regarding WEPPA.	0.20
29-Jan-24	Peter Naumis	Employee query re: WEPP.	0.25
31-Jan-24	Stephanie Burrowes	Updated Ryan's WEPPA and assist with Service Canada application.	0.20
31-Jan-24	Lourdes Dula	Received requested activities of account.	0.20
31-Jan-24	Peter Naumis	Call with Cassels, update. Call with Platinum Assets re: findings and conditions of computer equipment retrieved. Follow up with Neil re: passwords. Continued review of QuickBooks and retrieval of information. Follow up with former employee re: iPad air purchase and offer.	1.00
1-Feb-24	Franca Iannilli	Scan, save filing fees cheque, e-file document and save confirmation to the directory. Update the ASCEND notes, mail out cheque.	0.15
2-Feb-24	Peter Naumis	Customer and A/R queries.	0.20
2-Feb-24	Lourdes Dula	Phone calls (3x) with RBC re: incoming EFT deposit. Nothing came.	0.50
5-Feb-24	Peter Naumis	ASL correspondence and wire receipt. Update and discussions with Stephanie re: mailing to all known customers.	0.25
5-Feb-24	Stephanie Burrowes	Left message for Angelo from the Travelers (a/r). Draft letter to customers. Prepare mail merge.	0.40
5-Feb-24	Lourdes Dula	Phone discussion with bank, received activities of account & EFT confirmation, entered, posted deposit entry.	0.50
7-Feb-24	Stephanie Burrowes	Email response to Elexicon (a/r). Complete letters to customers and mail merge.	0.50
7-Feb-24	Peter Naumis	Correspondence from and to former employee re: purchase of MacBook Air. Update re: customer mailings, feedback from A/R collection, etc.	0.50
7-Feb-24	Franca Iannilli	Google search for postal code and business address for mailings.	2.50
8-Feb-24	Franca Iannilli	Mail CRA, scan, save and email staff. Mailings.	4.00
8-Feb-24	Lourdes Dula	Phone discussion (with bank re: EFT deposit (3x) in Transit Acct for the estate, received activities of account, entered, posted EFT deposit entry.	0.80
9-Feb-24	Peter Naumis	Customer collection query and discussion.	0.25
9-Feb-24	Stephanie Burrowes	Call with Service Canada.	0.10
12-Feb-24	Stephanie Burrowes	Review correspondence and statement of work from Elexicon. Email response to Peter regarding fair compensation for a/r and work completed. Discuss with Peter and email to Elexicon.	0.50
13-Feb-24	Stephanie Burrowes	Email correspondence with employees re: WEPPA claim and payment. Call with previous customer (Avitas) regarding receipt of letter.	0.40
14-Feb-24	Stephanie Burrowes	Call with Hamilton Police - former customer of MIS3 re: nothing outstanding. Attend to RT0002 filing.	0.30



14-Feb-24	Franca Iannilli	Mail, scan, and email staff.	0.15
14-Feb-24	Peter Naumis	CRA correspondence and customer dispute re: invoice collections.	0.30
15-Feb-24	Stephanie Burrowes	Fax T4 Summary to CRA per their request.	0.10
16-Feb-24	Peter Naumis	Customer query and offer to settle A/R.	0.25
16-Feb-24	Stephanie Burrowes	Left voicemail for Alberta Health, former customer, returning their call. Review Elexicon's offer and email response accepting same.	0.30
20-Feb-24	Stephanie Burrowes	Responded to Med Spa's call regarding letter they received for payment of outstanding invoices. Left message. Call with David from Toronto Water regarding same. Email to Elexicon regarding payment of an invoice. Response to Multimac. Return Christine Rose's call from Waterloo District School Board re: a/r letter received. Return Paul's call re: a/r letter received.	0.70
20-Feb-24	Peter Naumis	Investigate payment of A/R post receivership of Traveller and Elexicon invoices? Follow up with Scotiabank.	0.30
21-Feb-24	Stephanie Burrowes	Look into Elexicon payment. Record WEPPA payments. Return CIRO's call and left message.	0.50
21-Feb-24	Franca Iannilli	Mail, scan, save and email staff.	0.10
21-Feb-24	Peter Naumis	Customer follow up re: payment, evidence thereof, etc. Match to bank statement.	0.25
22-Feb-24	Franca Iannilli	Google search and mail out returned letters, scan new address to the directory.	0.30
23-Feb-24	Franca Iannilli	Scan signed letter to the directory, mail and scan to the creditor, google search returned mail, fax, scan, save and email staff.	0.20
23-Feb-24	Stephanie Burrowes	Left message for Scotiabank regarding security over Range Rover. Prepare and netfile December's HST return. Call with Sabrina regarding Travellers re: payment of a/r invoices. Review proof of payment sent and match up to bank statement. Returned Elenor from Toronto Police call regarding a/r letter received. Review January bank reconciliation.	0.75
23-Feb-24	Peter Naumis	Call from and to Scotiabank re: additional funds paid into account. Request payment to Receiver, query account transactions post receivership and after confirmation bank accounts frozen. Follow up from Travellers re: A/R reported and paid. Review evidence.	0.50
26-Feb-24	Stephanie Burrowes	Call with former customer - Grand Bridge Energy - re: letter they received from us.	0.10
28-Feb-24	Stephanie Burrowes	Telephone call with Government of Alberta re: receipt of our letter.	0.10
29-Feb-24	Stephanie Burrowes	Email response to Meridian (on customer list).	0.10
1-Mar-24	Peter Naumis	Follow up with BNS re: status of accounts, money debited after stay, etc.	0.25
1-Mar-24	Stephanie Burrowes	Call with former customer regarding letter received. Call with Town of Whitby re: same.	0.20
4-Mar-24	Peter Naumis	Wire for MacBook. Correspondence with Frank and bill of sale. Follow up with BNS re: funds in account and debit transactions.	0.25



4-Mar-24	Lourdes Dula	Phone discussion with bank, received incoming wire confirmation & activities of account, entered, posted wire entries.	0.50
5-Mar-24	Stephanie Burrowes	Email Elexicon regarding payment.	0.10
5-Mar-24	Peter Naumis	Call with BNS re: bank account transactions. Update from customer and collections. Confirmation of payment. Correspondence with Neil and request information on payment post receivership.	0.50
6-Mar-24	Peter Naumis	Draft correspondence to Sheaves Capital and Canacap re: receipt of funds post receiver's appointment and demand for return. Draft correspondence to Neil Mistry. Call with Cassels to update. Correspondence with Neil.	1.30
6-Mar-24	Franca Iannilli	Scan (2) letters with Order and email, save sent email to the directory.	0.10
7-Mar-24	Stephanie Burrowes	Call with Riocan re: letter they received.	0.10
8-Mar-24	Stephanie Burrowes	File HST return for February 2024. Respond to former customer re: letter received. Follow up with Sabrina from Travellers for payment of invoice.	0.30
11-Mar-24	Stephanie Burrowes	Call with Wendy from CRA regarding HST deemed trust and outstanding CRA accounts.	0.30
11-Mar-24	Lourdes Dula	Entered, posted deposit entry for banking.	0.20
13-Mar-24	Franca Iannilli	Cheque, scan to staff, prepare cheque deposit, scan to the directory, send to Lou.	0.10
14-Mar-24	Lourdes Dula	Entered, posted deposit entry for banking.	0.20
15-Mar-24	Stephanie Burrowes	Call with Binita - a customer regarding the letter they received.	0.20
18-Mar-24	Peter Naumis	Update from CRA re: deemed trust amounts, potential bankruptcy, etc. A/R collection and deposit update. Update from customer re: Receiver's demand letter, payment, evidence thereof, etc.	1.00
22-Mar-24	Franca Iannilli	Prepare cheque. Deposit, photocopy cheques, scan to the directory, send to Lou.	0.10
25-Mar-24	Lourdes Dula	Entered, posted deposit entries for banking.	0.30
28-Mar-24	Franca Iannilli	Returned mail, google search update new address on the tracking sheet and mail out.	0.10
1-Apr-24	Stephanie Burrowes	Review February bank reconciliation.	0.05
3-Apr-24	Peter Naumis	Customer query, receiver's demand. Creditor calls, status update, payment of arrears. Call from former employee (Frank).	1.00
5-Apr-24	Peter Naumis	Creditor correspondence. Review status of A/R collections, assets. Call from CRA.	0.50
9-Apr-24	Peter Naumis	Follow up with Platinum Assets re: liquidation of computer equipment, any interest ahead of closing.	0.25
10-Apr-24	Peter Naumis	Call to Scotiabank for update re: further deposits and confirm account closed. Arrange to wind up administration. Communication with counsel.	1.00
12-Apr-24	Peter Naumis	Call with counsel re: court motion and closing administration.	0.30
16-Apr-24	Peter Naumis	Review for closing. Begin report.	0.50



16-Apr-24	Stephanie Burrowes	HST remittance and cheque requisition.	0.30
16-Apr-24	Lourdes Dula	Posted & processed cheque for esignature.	0.20
29-Apr-24	Peter Naumis	Creditor demand notices and enforcement action. Communicate with creditor and forward relevant documents.	0.25
29-Apr-24	Stephanie Burrowes	Review March bank reconciliation.	0.05
30-Apr-24	Peter Naumis	Call with Miller Thomson - counsel to City of Vaughan. Vaughan received payment instructions from Neil Mistry, discussions with Miller Thomson. Investigate. Review books and records for any reference to City of Vaughan. Review for relationship to F5 Networks. Receive and review appraisal.	1.25
1-May-24	Franca Iannilli	Prepare cheque Requisition (Platinum Asset) scan to the directory, and email Lou.	0.10
1-May-24	Lourdes Dula	Entered, posted, processed & printed esigned cheque for mailing.	0.20
3-May-24	Peter Naumis	Correspondence with Miller Thomson re: Neil continuing to pose as MIS3, billing City of Vaughan, etc. Communication and update to Cassels and Receiver's counsel. Follow up with Neil's advisor re: personal filing.	1.00
6-May-24	Peter Naumis	Draft letter to Neil to cease operating as MIS3 and provide accounting of collection since Order.	0.25
7-May-24	Peter Naumis	Correspondence with Neil.	0.20
8-May-24	Franca Iannilli	Mail out letter to Neil Mistry, 411 search for returned mail, email staff.	0.10
8-May-24	Peter Naumis	CRA correspondence.	0.15
13-May-24	Peter Naumis	Correspondence from George (Neil's lawyer) re: Receiver's request for bank account and email correspondence to MIS3 customers. Review bank statement provided. Queries to George on certain transactions.	0.30
23-May-24	Franca Iannilli	Mail, scan save and email staff.	0.05
29-May-24	Peter Naumis	Review information provided by Neil's counsel re: redirecting a/r collections.	0.50
3-Jun-24	Stephanie Burrowes	File HST returns and left message for Wendy at CRA.	0.20
4-Jun-24	Stephanie Burrowes	Review April bank reconciliation.	0.05
5-Jun-24	Peter Naumis	Call with debtor counsel re: a/r redirection.	0.25
13-Jun-24	Franca Iannilli	Mail, scan save and email staff.	0.05
19-Jun-24	Peter Naumis	Ongoing update and discussions with GEM Debt law re: Neil's withdrawal of MIS3 post receivership, customer redirects, etc.	0.30
21-Jun-24	Peter Naumis	Update to Cassels.	0.25
21-Jun-24	Stephanie Burrowes	Interim receiver report. Fax to OSB.	0.40
25-Jun-24	Stephanie Burrowes	Receipt and record HST refund received for May.	0.10
26-Jun-24	Stephanie Burrowes	Review May bank reconciliation.	0.05
26-Jun-24	Peter Naumis	Update to and from counsel.	0.25
28-Jun-24	Peter Naumis	Correspondence from and to CRA. Creditor call re: status update.	0.30



8-Jul-24	Peter Naumis	Call from former employee re: WEPP and status of admin.	0.25
12-Jul-24	Stephanie Burrowes	HST return for June. Email Service Canada for WEPPA statement of account.	0.20
12-Jul-24	Peter Naumis	Continue court report.	1.00
15-Jul-24	Stephanie Burrowes	Email response to Service Canada regarding WEPPA. Attend to CRA call re: scheduling audit.	0.20
24-Jul-24	Franca Iannilli	Follow up with email regarding RBC cheque from Dominique, email Karen Raynor.	0.10
25-Jul-24	Peter Naumis	Continue and update court report.	1.25
25-Jul-24	Stephanie Burrowes	Fee affidavit and BDO invoice for fee affidavit.	1.30
26-Jul-24	Peter Naumis	Continue report. Circulate to counsel for comments and review.	1.25
26-Jul-24	Stephanie Burrowes	Review June bank reconciliation.	0.05

APPENDIX “IV”

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

B E T W E E N :

INGRAM MICRO INC.

Applicant

- and -

MANAGING INFORMATION SYSTEMS 3 INC.

Respondent

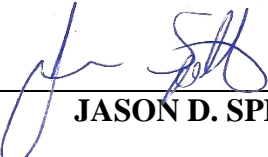
AFFIDAVIT OF JASON D. SPETTER

I, **Jason D. Spetter**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer with the law firm of Spetter Zeitz Klaiman PC (“**SZK**”), lawyers for BDO Canada Limited (“**BDO**”) in its capacity as receiver and receiver and manager of the assets, undertakings and properties of the Respondent in this proceeding and as such have knowledge of the matters to which I hereinafter depose. I verily believe to be true all matters that I depose to which I do not have first hand knowledge of based on my review of the file.
2. Now produced and shown to me and marked as **Exhibit “A”** to this my Affidavit is a true copy of a pre-bill issued by SZK to BDO for the period between December, 2023 to July, 2024.
3. I confirm that the account described above accurately reflects the services provided by SZK in this matter and the fees and disbursements claimed by it during the period described above.

5. This Affidavit is in support of the motion to discharge the Receiver and for no other or improper purpose.

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JASON D. SPETTER

This is **Exhibit "A"** referred to in the

Affidavit of **Jason D. Spetter** sworn

This **30th** day of **July**, 2024

A handwritten signature in black ink, appearing to read 'Jason D. Spetter', is written over a light gray rectangular background.

*Commissioner for Taking Affidavits (or as may be)**

virtually commissioned by **Juliana Kotsopoulos (LSO #86979A) as
per LSO Corporate Statement re COVID-19*

INVOICE

BDO Canada Limited
2 Robert Speck Parkway
Suite 714
Mississauga, Ontario L4Z 1H8

Invoice Date: July 30, 2024
Invoice No.: -draft-
Billing Through: July 30, 2024
Matter: 70301

Attention: Peter Naumis

RE: **Managing Information Systems 3 Inc.**

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2023-12-21	reviewing application record and receivership order; correspondence with client regarding next steps on appointment	JDS	1.80
2023-12-22	correspondence with client regarding debtor's stated intention of not complying with his obligations pursuant to receivership order; correspondence to debtor to confirm his obligations	JDS	0.40
2023-12-22	Prepare PPSA chart	JCK	0.70
2024-04-12	call with client to confirm strategy regarding discharge hearing	JDS	0.40
2024-05-06	reviewing draft letter to Neil Mistry; correspondence with client	JDS	0.40
2024-06-21	reviewing correspondence from client regarding Ms. Mistry's attempts to have City of Vaughan pay him for MIS services	JDS	0.20
2024-07-27	reviewing and revising receiver's draft First Report; coordinating preparing of motion record	JDS	2.40
2024-07-29	Prepare draft discharge Order	JCK	0.90
2024-07-30	Draft discharge order and Notice of Motion	JCK	1.40
2024-07-30	revising Notice of Motion and draft order	JDS	0.40
2024-07-30	Draft discharge order and notice of motion	JCK	0.40
Total			9.40
			\$5,090.00

Summary by Provider

JDS	Jason Spetter	6.00	650.00	3,900.00
JCK	Juliana Kotsopoulos	3.40	350.00	1,190.00
		9.40		5,090.00

Total HST on Fees

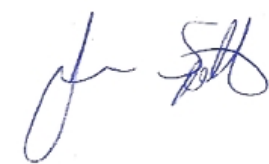
\$661.70

Disbursements Taxable

Corporate Profile Search	58.00
PPSA Search	8.00
Total	\$66.00
Total HST on Disbursements	\$8.58

Total Fees and Disbursements	\$5,156.00
HST	\$670.28
Transferred from Trust	\$0.00
Total Fees, Disbursements & Taxes	\$5,826.28
Unpaid Balance as of Last Invoice	\$0.00

SPETTER ZEITZ KLAIMAN PC



Jason Spetter

Payment of this account is due on receipt.

Total HST:	\$670.28
HST No.:	720773514



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

This is **Exhibit “B”** referred to in the

Affidavit of **Jason D. Spetter** sworn

This **30th** day of **July**, 2024

A handwritten signature in black ink, appearing to read 'Jason D. Spetter', is written over a horizontal line.

*Commissioner for Taking Affidavits (or as may be)**

virtually commissioned by **Juliana Kotsopoulos (LSO #86979A) as
per LSO Corporate Statement re COVID-19*

SUMMARY OF TIME

NAME OF LAWYER	YEAR OF CALL	HOURLY RATE	TOTAL HOURS	TOTAL FEES
JDS - Jason Spetter	2002	\$650.00	6.0	\$3,900.00
JCK - Juliana Kotsopoulos	2023	\$350.00	3.4	\$1,190.00

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	TUESDAY, THE 6 TH
)	
JUSTICE OSBORNE)	DAY OF AUGUST, 2024

B E T W E E N:

INGRAM MICRO INC.

Applicants

- and –

MANAGING INFORMATION SYSTEMS 3 INC.

Respondent

DISCHARGE ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Managing Information Systems 3 Inc. (the "Debtor"), for an order:

1. approving the activities of the Receiver as set out in the report of the Receiver dated July 30, 2024 (the "Report");
2. approving the fees and disbursements of the Receiver and its counsel;
3. approving the interim statement of receipts and disbursements of MIS3 from the date of the Receiver's appointments to July 30, 2024;
4. approving the distribution of the remaining proceeds available to the Canada Revenue Agency on account of CRA's Priority Payable;

5. discharging BDO Canada Limited as Receiver of the undertaking, property and assets of the Debtor; and

6. releasing BDO Canada Limited from any and all liability, as set out in paragraph 5 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, the affidavits of the Receiver and its counsel as to fees (the "Fee Affidavits"), and on hearing the submissions of counsel for the Receiver and such other parties in attendance at the hearing, filed;

1. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Report, are hereby approved.

2. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel as set out in the Report and the Fee Affidavits, including the Fee Accrual defined in the Report, are hereby approved.

3. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements, as set out in the Report, are hereby approved.

4. **THIS COURT ORDERS** that the distribution of any surplus proceeds to the Canada Revenue Agency on account of CRA's Priority Payable, are hereby approved.

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

6. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 4 hereof [and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Report], the Receiver shall be discharged as Receiver of the undertaking, property and assets 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 all approvals, protections and stays of proceedings in favour of BDO Canada Limited in its capacity as Receiver.

INGRAM MICRO INC.

Applicant

-and-

**MANAGING INFORMATION SYSTEMS
3 INC.**

Respondent

Court File No.: CV-23-00709488-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER

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INGRAM MICRO INC.

Applicant

-and-

MANAGING INFORMATION SYSTEMS 3
INC.

Respondent

Court File No.: CV-23-00709488-00CL

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