

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

THE TORONTO DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.**

Respondents

**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**

**MOTION RECORD OF THE RECEIVER
(Sale Approval & Distribution)**

September 9, 2024

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Lawyers for the Court-appointed Receiver,
Richter Inc.

TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE TORONTO DOMINION BANK

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- and -

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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

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Tab 1

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

NOTICE OF MOTION
(Sale Approval and Distribution)

RICHTER INC., in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Buchh Holding Inc. (“**Buchh Holding**”), Britman Specialty Products Inc. (“**BSP**”), Rotalec International Inc. (“**Rotalec International**”) and Rotalec Canada Inc. (“**Rotalec Canada**”, and collectively with Buchh Holding, BSP and Rotalec International, the “**Debtors**”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof, will make a Motion to a Judge presiding over the Ontario Superior Court of Justice (Commercial List) on Tuesday,

September 17, 2024 at 12:30 p.m. (Toronto time), or as soon after that time as the Motion can be heard, via Zoom videoconference at the court house at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard by Zoom video conference on September 17, 2024 at 12:30 p.m. before the Ontario Superior Court of Justice (Commercial List).

THE MOTION IS FOR

- (a) an order substantially in the form attached hereto as Schedule “A” (the “**First Sale Approval Order**”), among other things:
 - (i) abridging the time for service of the notice of motion and the motion record herein, if necessary, and validating service thereof;
 - (ii) approving a sale transaction (the “**Bucch Holding Transaction**”) for the sale of all of Buchh Holdings’ shares in 2371561 Ontario Inc., which represents 50% of all outstanding and issued shares (the “**Purchased Shares**”), to Pamposh Holdings Inc. (the “**Bucch Purchaser**”), as set out and described in a share purchase agreement (the “**SPA**”) between the Receiver, as vendor, and the Bucch Purchaser, as purchaser; and
 - (iii) vesting all of the Receiver and Buchh Holding’s rights, title and interest in and to the Purchased Shares (as defined in the First Sale Approval Order), in the Bucch Purchaser, free and clear of and from all Claims (as defined in the First Sale Approval Order);

- (b) an order substantially in the form attached hereto as Schedule “B” (the “**Second Sale Approval Order**”), among other things:
 - (i) approving a sale transaction (the “**Rotalec Canada Transaction**”) for the sale of the assets (“**Purchased Assets**”) of Rotalec Canada to Continental Capital Investments Inc. (the “**Rotalec Purchaser**”), as set out and described in an asset purchase agreement (the “**APA**”) between the Receiver, as vendor, and the Rotalec Purchaser, as purchaser; and
 - (ii) vesting all of the Receiver and Rotalec Canada’s rights, title and interest in and to the Purchased Assets (as defined in the Second Sale Approval Order), in the Rotalec Purchaser, free and clear of and from all Claims (as defined in the Second Sale Approval Order);
- (c) an order substantially in the form attached hereto as Schedule “C”, among other things:
 - (i) approving the first report of the Receiver dated September 9, 2024 (the “**First Report**”) and the appendices thereto, and the actions, conduct and activities of the Receiver described therein;
 - (ii) authorizing the Receiver to distribute to The Toronto-Dominion Bank (the “**Bank**”), or as it may in writing direct, \$315,000 in partial satisfaction of its secured claims against the Debtors, and such further amounts as the Receiver may determine are available for distribution to the Bank, without

further Court Order, provided the aggregate distributions to the Bank do not exceed the secured indebtedness owed to the Bank by the Debtors;

- (iii) approving the Receiver's interim statement of receipts and disbursements for the period from August 1, 2024 to September 5, 2024, as set out in the First Report;
 - (iv) approving the fees and disbursements of the Receiver for the period from July 12, 2024 to August 16, 2024 in the total amount of \$197,361.10 and of the Receiver's legal counsel, Fasken Martineau DuMoulin LLP, for the period from July 29, 2023 to August 31, 2024 in the total amount of \$41,321.45, as set out in the First Report and in Appendices "I" and "J" thereto;
 - (v) sealing Confidential Appendix "G" to the First Report, subject to further order of the Court; and
- (d) such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE

- (a) the grounds set out in the First Report and the appendices thereto;
- (b) the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (c) the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

- (d) the inherent and equitable jurisdiction of this Court;
- (e) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16 and 37 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, as amended; and
- (f) such further and other grounds as the lawyers may advise and this Court may permit.

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

- (a) the First Report and the appendices thereto;
- (b) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 9, 2024

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto ON M5H 2T6

Dylan Chochla (LSO: 621371)
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Tel: 416 868 3425

Lawyers for the Court-appointed Receiver,
Richter Inc.

TO: THE SERVICE LIST

Schedule “A”

Form of First Sale Approval Order

Court File No.: CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	TUESDAY, THE 17TH
)	
JUSTICE OSBORNE)	DAY OF SEPTEMBER, 2024

B E T W E E N:

THE TORONTO DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
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Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

APPROVAL AND VESTING ORDER

THIS MOTION, made by Richter Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of each of Buchh Holding Inc. (“**Buchh**”), Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively the “**Debtors**”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”), which Property includes, without limitation, the shares (the “**UGP Shares**”) held by Buchh in 2371561 Ontario Inc. (“**UGP**”), for an order approving the transaction contemplated by a share purchase agreement (the “**Sale Agreement**”) between the Receiver, as seller, and Pamposh Holdings Inc.

(in such capacity, the “**Purchaser**”), as purchaser, dated September 9, 2024 and appended to the first report of the Receiver dated September 9, 2024 (the “**First Report**”), the release of any and all debts owed by UGP to the Debtors, and vesting in the Purchaser Buchh’s right, title and interest in and to the UGP Shares (as set out in the Sale Agreement) (the “**Transaction**”), was heard this day by way of judicial teleconference via Zoom.

ON READING the Receiver’s Motion Record dated September 9, 2024, including the First Report and all appendices thereto and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, and counsel for those other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Eliane Dupere-Tremblay sworn September 10, 2024 and of Connie Deng sworn September 10, 2024, filed:

DEFINITIONS & SERVICE

1. **THIS COURT ORDERS** that any capitalized terms used in this Order but not otherwise defined shall have the meaning ascribed thereto in the Sale Agreement.
2. **THIS COURT ORDERS** that the time and method for service of notice of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF TRANSACTION AND VESTING OF THE UGP SHARES

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized, ratified, 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, for the conveyance of the UGP Shares to the Purchaser, and for the release of UGP from any debts owed to the Debtors.
4. **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**”), UGP is released from any debts owed to the Debtors, and all of Buchh’s right, title and interest in and to the UGP Shares shall vest absolutely in the Purchaser,

free and clear of and from any and all right or entitlement under any outstanding or authorized purchase agreements, options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the UGP Shares or any shares in the capital of UGP or any security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Black dated July 19, 2024 and the Order of the Honourable Justice Kimmel dated July 31, 2024; 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 (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “B” hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the UGP Shares, are hereby cancelled, expunged and discharged as against the UGP Shares and shall be of no further force and effect.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the UGP Shares shall stand in the place and stead of the UGP Shares, 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 UGP Shares with the same priority as they had with respect to the UGP Shares immediately prior to the sale, as if the UGP Shares had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Buchh’s possession and records, if any, pertaining solely to any of UGP’s past and current employees.

The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Buchh and UGP.

8. **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) (the “**BIA**”) in respect of any Debtor or any bankruptcy order issued pursuant to any such applications;
- (c) the filing of any assignments in bankruptcy made or deemed made in respect of any Debtor pursuant to the BIA; and
- (d) the provisions of any federal or provincial statutes, including any such provisions pertaining to fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, other reviewable transactions, or oppressive or unfairly prejudicial conduct.

the vesting of the UGP Shares in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, as applicable, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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.

MISCELLANEOUS

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other

jurisdiction, 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

10. **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.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective and enforceable as of 12:01a.m. on the date of this Order without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No.: CV-24-00723986-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE TORONTO DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.**

Respondents

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE ACT***

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (the “**Court**”) dated July 31, 2024, Richter Inc. was appointed as the receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of each of Buchh Holding Inc. (“**Buchh**”), Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively the “**Debtors**”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”), which Property includes, without limitation, the shares held by Buchh in 2371561 Ontario Inc. (the “**UGP Shares**”).

B. Pursuant to an Order of the Court dated September 17, 2024, the Court approved the share purchase agreement made as of September 9, 2024 (the “**Sale Agreement**”) between the Receiver and Pamposh Holdings Inc. (in such capacity, the “**Purchaser**”) and provided for the vesting in the Purchaser of Buchh’s right, title and interest in and to the UGP Shares, which vesting is to be effective with respect to the UGP Shares upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the satisfaction by the Purchaser of the Purchase Price for the UGP Shares; (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 satisfied the Purchase Price for the UGP Shares payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out 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 at _____ [TIME] on _____ [DATE].

RICHTER INC., in its capacity as Court-Appointed Receiver of all of the shares in the capital of BUCHH HOLDING INC., and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule B – Permitted Encumbrances (unaffected by the Vesting Order)

Nil

THE TORONTO DOMINION BANK

BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN
SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL
INC. AND ROTALEC CANADA INC.

Applicant

Respondents

Court File No. CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at
Toronto

APPROVAL AND VESTING ORDER

FASKEN MARTINEAU DUMOULIN

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto ON M5H 2T6

Dylan Chochla (LSO: 621371)

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Lawyers for the Court-appointed Receiver, Richter Inc.

Schedule “B”

Form of Second Sale Approval Order

Court File No.: CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	TUESDAY, THE 17TH
)	
JUSTICE OSBORNE)	DAY OF SEPTEMBER, 2024

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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

APPROVAL AND VESTING ORDER

THIS MOTION, made by Richter Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of each of Buchh Holding Inc. (“**Buchh**”), Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively the “**Debtors**”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”), for an order approving the transaction (the “**Transaction**”) described in the contemplated by the asset purchase agreement (the “**Sale Agreement**”) between the Receiver, as seller, and Continental Capital Investments Inc. (in such capacity, the “**Purchaser**”) dated September 6, 2024 and

appended to the first report of the Receiver dated September 9, 2024 (the “**First Report**”), and vesting in the Purchaser the Debtors’ right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”) was heard this day by way of judicial teleconference via Zoom.

ON READING the Receiver’s Motion Record dated September 9, 2024, including the First Report and all appendices thereto and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, and counsel for those other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Eliane Dupere-Tremblay sworn September 10, 2024 and of Connie Deng, sworn September 10, 2024, filed:

DEFINITIONS & SERVICE

1. **THIS COURT ORDERS** that any capitalized terms used in this Order but not otherwise defined shall have the meaning ascribed thereto in the Sale Agreement.
2. **THIS COURT ORDERS** that the time and method for service of notice of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF TRANSACTION AND VESTING OF THE PURCHASED ASSETS

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized, ratified, 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.
4. **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 Debtors’ right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other

financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Black dated July 19, 2024 and the Order of the Honourable Justice Kimmel dated July 31, 2024; 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 (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “B” hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, are hereby cancelled, expunged and discharged as against the Purchased Assets and shall be of no further force and effect.

5. **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.

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

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors’ possession and records, if any, pertaining solely to any of the Debtors’ past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

8. **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) (the “**BIA**”) in respect of any Debtor or any bankruptcy order issued pursuant to any such applications;
- (c) the filing of any assignments in bankruptcy made or deemed made in respect of any Debtor pursuant to the BIA; and
- (d) the provisions of any federal or provincial statutes, including any such provisions pertaining to fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, other reviewable transactions, or oppressive or unfairly prejudicial conduct.

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 Debtors and shall not be void or voidable by creditors of the Debtors, as applicable, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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.

MISCELLANEOUS

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

10. **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.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective and enforceable as of 12:01a.m. on the date of this Order without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No.: CV-24-00723986-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE TORONTO DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.**

Respondents

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE ACT***

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (the “**Court**”) dated July 31, 2024, Richter Inc. was appointed as the receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of each of Buchh Holding Inc. (“**Buchh**”), Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively the “**Debtors**”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”), which Property includes, without limitation, the assets described in the asset purchase agreement (the “**Purchased Assets**”) made as of September 6, 2024 (the “**Sale Agreement**”).

B. Pursuant to an Order of the Court dated September 17, 2024, the Court approved the Sale Agreement between the Receiver and Continental Capital Investments Inc. (in such capacity, the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ 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 satisfaction by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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 satisfied 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 Article 3 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].

RICHTER INC., in its capacity as Court-Appointed Receiver of all of the shares in the capital of ROTALEC CANADA INC., and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule B – Permitted Encumbrances (unaffected by the Vesting Order)

Nil

THE TORONTO DOMINION BANK

BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN
SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL
INC. AND ROTALEC CANADA INC.

• Applicant

Respondents

Court File No. CV-24-00723986-00CL

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

**Proceeding commenced at
Toronto**

APPROVAL AND VESTING ORDER

FASKEN MARTINEAU DUMOULIN

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto ON M5H 2T6

Dylan Chochla (LSO: 62137I)

dchochla@fasken.com
Tel: 416 868 3425

Lawyers for the Court-appointed Receiver, Richter Inc.

Schedule “C”

Form of Distribution Order

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

TUESDAY, THE 17TH

JUSTICE OSBORNE

)

DAY OF SEPTEMBER, 2024

)

B E T W E E N:

THE TORONTO DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.**

Respondents

**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**

**ANCILLARY ORDER
(Distribution & Ancillary Relief)**

THIS MOTION made by Richter Inc. in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of each of Buchh Holding Inc. (“**Buchh**”), Britman Specialty Products Inc., Rotaltec International Inc. and Rotaltec Canada Inc. (collectively the “**Debtors**”) acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”), which Property includes, without limitation, the shares held by Buchh in

2371561 Ontario Inc. (the “**Shares**”), was heard this heard this day by way of judicial teleconference via Zoom.

ON READING the Notice of Motion and the first report of the Receiver dated September 9, 2024 (the “**First Report**”) and the appendices thereto, and on hearing the submissions of counsel for the Receiver, and those other parties listed on the Counsel Slip, no one else appearing for any other person on the service list, although duly served, as appears from the affidavits of service of Eliane Dupere-Tremblay sworn September 10, 2024 and of Connie Deng sworn September 10, 2024:

REPORT AND ACTIVITIES OF THE RECEIVER

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

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

2. THIS COURT ORDERS that the Receiver’s interim statement of receipts and disbursements for the period from August 1, 2024 to September 1, 2024, as set out in the First Report, be and is hereby approved.

FEES AND DISBURSEMENTS

3. THIS COURT ORDERS that the fees and disbursements of the Interim Receiver (as defined in the First Report) and the Receiver for the period from July 12, 2024 to August 16,

2024 in the total amount of \$197,361.10, and of the Receiver's legal counsel, Fasken Martineau DuMoulin LLP, for the period from July 29, 2023 to August 31, 2024 in the total amount of \$41,321.45, as set out in the First Report and in Appendices "I" and "J" thereto, be and are hereby approved.

INTERIM DISTRIBUTION

4. THIS COURT ORDERS that the Receiver be and is hereby authorized to distribute to The Toronto-Dominion Bank (the "**Bank**"), or as it may in writing direct, (a) the amount of \$315,000 in partial repayment of the secured indebtedness owed by the Debtor to the Bank; and (b) such further amounts as the Receiver may determine from time to time are available for distribution to the Bank, without further Order of the Court, provided the aggregate distributions to the Bank do not exceed the secured indebtedness owed to the Bank by the Debtors (collectively, the "**Distribution**").

5. THIS COURT ORDERS that, notwithstanding:

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

- (d) the provisions of any federal or provincial statutes, including any such provisions pertaining to fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, other reviewable transactions, or oppressive or unfairly prejudicial conduct,

the Distribution to the Bank pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, as applicable, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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.

SEALING PROVISION

6. THIS COURT ORDERS that Confidential Appendix “G” to the First Report is hereby sealed and shall not form part of the public record, subject to further order of this Court sought on not less than seven (7) days notice to the the Receiver, provided it has not been discharged.

GENERAL

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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.

8. THIS COURT ORDER that this Order is effective from the date this it is made and is enforceable without any need for entry and filing.

THE TORONTO DOMINION BANK

BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN
SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL
INC. AND ROTALEC CANADA INC.

Applicant

Respondents

Court File No. CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at
Toronto

ANCILLARY ORDER
(DISTRIBUTION & ANCILLARY RELIEF)

FASKEN MARTINEAU DUMOULIN

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Lawyers for the Court-appointed Receiver, Richter Inc.

THE TORONTO DOMINION BANK

BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN
SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL
INC. AND ROTALEC CANADA INC.

Applicant

Respondents

Court File No. CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at
Toronto

NOTICE OF MOTION

FASKEN MARTINEAU DUMOULIN

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Toronto ON M5H 2T6

Dylan Chochla (LSO: 621371)

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Tel: 416 868 3425

Lawyers for the Court-appointed Receiver, Richter Inc.

Tab 2

**BUCHH HOLDING INC., BRITMAN SPECIALTY PRODUCTS INC.,
ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

FIRST REPORT OF THE RECEIVER

September 9, 2024

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

BETWEEN:

TD BANK

Applicant

- and -

**BUCHH HOLDING INC., BRITMAN SPECIALTY PRODUCTS INC.,
ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

Respondents

**APPLICATION UNDER 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under Section 101 of the
Courts of Justice Act, R.S.O. 1990, c. C.43, as amended**

**FIRST REPORT OF RICHTER INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF
BUCHH HOLDING INC., BRITMAN SPECIALTY PRODUCTS INC.,
ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

September 9, 2024

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APPENDICES

APPENDIX "A" – Interim Receivership Order Dated July 19, 2024

APPENDIX "B" – Receivership Order Dated July 31, 2024

APPENDIX "C" – Endorsement of the Honourable Justice Kimmel, Dated July 31, 2024

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APPENDIX "E" – Pre-Filing Report of the Interim Receiver Dated July 17, 2024

APPENDIX "F" – Share Purchase Agreement

APPENDIX "G" – Summary of Offers Received – (under request for sealing order)

APPENDIX "H" – Asset Purchase Agreement

APPENDIX "I" – Interim Receiver and Receiver's Fee Affidavit

APPENDIX "J" – Fasken's Fee Affidavit

I. INTRODUCTION

1. Upon application by The Toronto-Dominion Bank (the “**Bank**” or the “**Applicant**”), on July 19, 2024, the Honourable Justice Black of the Superior Court of Justice (Commercial List) (the “**Court**”) issued an Order (the “**IR Order**”) appointing Richter Inc. (“**Richter**”) as interim receiver (the “**Interim Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of Buchh Holding Inc. (“**Buchh Holding**”), 2371561 Ontario Inc. (“**UGP**”), Britman Specialty Products Inc. (“**BSP**”), Rotalec International Inc. (“**Rotalec International**”) and Rotalec Canada Inc. (“**Rotalec Canada**”), pursuant to subsection 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”). A copy of the Interim Receivership Order is attached hereto as **Appendix “A”**. As noted in the endorsement of the Honourable Mr. W. D. Black, the Interim Receivership Order was granted with a comeback hearing date of August 15, 2024 (the “**Comeback Hearing**”).
2. Prior to the Comeback Hearing, the Applicant filed an emergency application and on July 31, 2024, the Honourable Justice Kimmel of the Court issued an Order (the “**Receivership Order**”) appointing Richter as receiver (in such capacity, the “**Receiver**”), without security, of the Property of Buchh Holding, BSP, Rotalec International and Rotalec Canada, (collectively the “**Company**” or “**Debtors**”) to exercise the powers and duties set out in the Receivership Order, pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act* R.S.O. 1990 c. C.43, as amended. A copy of the Receivership Order is attached hereto as **Appendix “B”**.
3. As noted in the endorsement of the Honourable Justice Jessica Kimmel, a copy of which is attached hereto as **Appendix “C”**, the Receivership Order did not include UGP, which was carved out of the Receivership Order to provide UGP the time it required to close a proposed sale transaction. This endorsement provided that the appointment of a receiver over UGP may be requested by the Applicant should a proposed sale transaction, as further discussed below, not close on or before August 12, 2024. To date, the Applicant has not requested an appointment of a receiver over UGP.
4. The Receivership Order together with other publicly available information have been posted to the Receiver’s website (the “**Case Website**”), which can be found at: <https://www.richter.ca/insolvencycase/buchh-holding-inc/>.

II. PURPOSE OF REPORT

5. The purpose of this first report of the Receiver (the “**First Report**”) is to:
 - a) Inform the Court of the activities of the Receiver since the granting of the Receivership Order;
 - b) Seek the approval of the sale of Buchh Holding’s shares in UGP to Pamposh Holdings Inc.;
 - c) Seek the approval of the sale of Rotalec Canada’s assets to Continental Capital Investments Inc.;
 - d) Seek approval of a distribution to the Bank; and

- e) Seek the approval of the professional fees of the Interim Receiver, the Receiver and the Receiver's counsel.
6. The First Report is filed in support of the Receiver's motion seeking, among other things:
- a. an order (the **"First Approval and Vesting Order"**):
 - i. approving a sale transaction (the **"Buchh Holding Transaction"**) of all of Buchh Holding's shares in UGP, which represents 50% of the issued and outstanding shares (the **"Purchased Shares"**), to Pamposh Holdings Inc. (referred to herein as the **"Buchh Purchaser"**), as set out and described in a share purchase agreement (the **"SPA"**) between the Receiver, as vendor, and the Buchh Purchaser, as purchaser;
 - ii. authorizing and approving the execution of the SPA by the Receiver, and authorizing and directing the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Buchh Holding Transaction and for the conveyance of the Purchased Shares to the Buchh Purchaser; and
 - iii. vesting in the Buchh Purchaser the right, title and interest of the Receiver and Buchh Holding in and to the Purchased Shares, free and clear of and from any and all claims and encumbrances, upon delivery by the Receiver of a Receiver's certificate to the Buchh Purchaser confirming that all conditions to closing in the SPA have either been satisfied or waived by the Receiver (the **"First Receiver's Certificate"**).
 - b. an order (the **"Second Approval and Vesting Order"**):
 - i. approving a sale transaction (the **"Rotalec Canada Transaction"**) for the sale of the assets (**"Purchased Assets"**) of Rotalec Canada to Continental Capital Investments Inc. (referred to herein as the **"Rotalec Purchaser"**), as set out and described in an asset purchase agreement (the **"APA"**) between the Receiver, as vendor, and the Rotalec Purchaser, as purchaser;
 - ii. authorizing and approving the execution of the APA by the Receiver, and authorizing and directing the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Rotalec Canada Transaction; and
 - iii. vesting in the Purchaser the right, title and interest of the Receiver and Rotalec Canada to the Purchased Assets, free and clear of and from any and all claims and encumbrances, upon delivery by the Receiver of a Receiver's certificate to the Rotalec Purchaser confirming

that all conditions to closing in the APA have either been satisfied or waived by the Receiver (the “**Second Receiver’s Certificate**”)

c. an order (the “**Ancillary Relief Order**”):

- i. approving this First Report and the conduct and activities of the Receiver described herein;
- ii. approving and authorizing the Receiver to make a distribution to the Bank in the amount of \$315,000, in partial satisfaction of its secured claims against the Debtors, and such further distributions to the Bank as the Receiver may determine are appropriate, without further Order of the Court, provided the aggregate distributions to the Bank do not exceed the secured indebtedness owed to the Bank by the Debtors;
- iii. approving the Receiver’s statement of receipts and disbursements for the period August 1, 2024 to September 5, 2024, as set out in this First Report;
- iv. approving the fees and disbursements of the Receiver and its legal counsel Fasken Martineau DuMoulin LLP (“**Fasken**”) as set out in the Benchaya and Bayus Affidavits, respectively (both defined below);
- v. sealing Confidential **Appendix “G”** to this First Report, subject to further order of the Court; and
- vi. such further and other relief as this Court may deem just.

III. QUALIFICATIONS

7. In preparing this First Report, Richter has relied upon unaudited financial information, the Company’s and UGP’s books and records, financial information prepared by the Company and UGP and discussions with Management (collectively, the “**Information**”). Richter has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought therein. Richter has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the Canadian Institute of Chartered Accountants Handbook and, as such, Richter expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information. An examination of the Company’s financial forecasts in accordance with the *CPA Canada Handbook* has not been performed. Future-oriented financial information reported on or relied upon in this First Report is based on Management’s assumptions regarding future events; actual results achieved may vary from forecast and such variations may be material.

8. This First Report has been prepared to provide the Court with general information and an update regarding these receivership proceedings (the “**Proceedings**”) and to assist the Court in deciding whether to grant the First Approval and Vesting Order and the Second Approval and Vesting Order (as defined below). This First Report should not be relied upon for any other purpose or by any other person. The Receiver shall not be held responsible for any losses or liability incurred as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.
9. Unless otherwise noted, all monetary amounts contained in this Report are expressed in Canadian dollars (“**CAD**”).

IV. BACKGROUND

10. Please refer to the first report of Richer Inc., in its capacity as Interim Receiver (“**Interim Receiver Report**”) for a Company overview. A copy of the Interim Receiver Report is attached hereto as **Appendix “D”** as well as the Pre-Filing Report of the Proposed Interim Receiver, attached hereto as **Appendix “E”**.

V. ACTIVITIES OF THE RECEIVER

11. In addition to the activities of the Interim Receiver as further detailed in the Interim Receiver Report, since the granting of the Receivership Order, the Receiver has:
- a) Taken possession and control of the subleased premises of Rotalec Canada located at 5000, Thimens, St-Laurent, Québec, Canada, H4R 2B2 (the “**Rotalec Premises**”);
 - b) Performed an inventory count at the Rotalec Premises and performed test counts of the BSP inventory which is located at 400 Monarch Avenue in Ajax, Ontario and at UGP located at 85 Chambers Drive (units 6 & 7) and 400 Monarch Avenue (units 9 & 10) in Ajax, Ontario;
 - c) Held a town hall meeting with Rotalec Canada’s employees to provide information and address questions regarding the Receiver’s appointment;
 - d) Gained access to and secured the Debtors’ information technology;
 - e) Performed a review of the financial records of the Debtors and engaged in discussions with Management to gain a further understanding of the business and its assets;
 - f) Held further discussions with various parties that may be interested in the assets of the individual entities;
 - g) Initiated and posted on our website all public documents as it relates to the Receivership proceedings;

- h) Corresponded with customers of Rotalec Canada and BSP for the purposes of collecting outstanding accounts receivable;
 - i) Sold selected Rotalec Canada inventory in the ordinary course to fulfill several customer orders on hand as at the date of the receivership;
 - j) Dealt with numerous creditors claiming ownership of various assets;
 - k) Initiated a sale process for the assets of Rotalec Canada;
 - l) Reviewed and assessed, with the Bank, the offers received for the sale of Rotalec Canada's assets; and
 - m) Prepared this First Report.
12. In addition to the above, the Receiver has been in discussions with the principal of the Company, Mr. Farhat Buchh, with respect to the potential acquisition of the Purchased Shares and has negotiated the SPA, subject to approval of the Court, as further detailed below.

VI. SALE OF BUCHH HOLDING ASSETS

13. As detailed in the Interim Receiver Report, Buchh Holding is a management Company and owns 50% of UGP, a company that specializes in plastic injection molding. UGP is not currently a party to the Receivership Order.
14. Mr. Buchh, owner of the remaining 50% of UGP shares personally, has indicated an interest in acquiring the shares in UGP from Buchh Holding to continue UGP as a going concern business.
15. As per Buchh Holding's July 31, 2024 internal financial statements, Buchh Holding's only assets are various intercompany receivables which are uncollectible, an investment in Rotalec International (which forms part of these Receivership proceedings) and its investment in UGP.
16. The Receiver has reviewed the unaudited financial information of UGP as at May 31, 2024 on which it provides the following comments:

- a) As per UGP's unaudited books and records as of May 31, 2024, the book value of its assets is summarized below:

UGP	
Balance sheet	Unaudited
(000's)	May-24
Accounts receivable	98
Income taxes receivable (SRED)	130
Other current assets	79
Inventory	668
Fixed assets	442
Total Assets	1,416

- (i) Accounts receivable consist of collectible trade receivables;
 - (ii) The income taxes receivable is an estimated amount to be claimed with the filing of the F2023 tax return. This asset is to be excluded from the proposed sale of shares, as discussed below;
 - (iii) Other current assets include cash on hand as of May 31, 2024 as well as various prepaids and advances;
 - (iv) Pursuant to various test counts performed by a representative of the Receiver, it was determined that the reported inventory is overstated. As per discussions with a liquidator, the estimated realizable value of the inventory, net of costs, would be significantly lower than cost;
 - (v) Fixed assets mainly consist of equipment under capital lease, which lease payments end in 2027.
- b) As per UGP's unaudited books and records as of May 31, 2024, the liabilities mainly comprise of trade accounts payable of \$275,000 and long-term lease obligations and other loans of approximately \$166,000 that are likely to be assumed by the purchaser of the UGP shares as discussed below.
- c) UGP's operations for the last several years have been essentially break even as indicated in the table below:

UGP				
Financial Results	May-24	F23	F22	F21
(000's)	(5 months) <i>Unaudited</i>	(12 months) <i>Unaudited</i>	(12 months) <i>Rptd</i>	(12 months) <i>Rptd</i>
Sales	593	1,538	1,664	1,747
Cost of Goods Sold	(217)	(158)	(714)	(949)
Gross Profit	376	1,380	950	798
Income (Loss) before taxes	87	40	32	(26)

17. Mr. Buchh, through a nominee company Pamposh Holdings Inc ("**Buchh Purchaser**"), provided the Bank and the Receiver with an offer of \$315,000 ("**Buchh Offer**") to purchase the shares of UGP from Buchh Holding (the "**Buchh Holding Transaction**") in exchange for the release of the Bank's security over UGP in addition to other terms and conditions as further detailed below.
18. The Purchased Shares are assets of Buchh Holding which are subject to this receivership proceeding and form part of the Bank's collateral in respect of its secured loans to the Debtors. The Bank is supportive of the sale of the Purchased Shares to the Buchh Purchaser.
19. In addition, the Business Development Bank of Canada ("**BDC**"), the second ranking secured creditor of Buchh Holding, is also supportive of the Buchh Holding Transaction.
20. The SPA between the Receiver and the Buchh Purchaser, subject to Court approval, contemplates the following terms and conditions:
 - a) Sale of the Purchased Shares to the Buchh Purchaser;
 - b) Sale of certain inter-company receivables owed by UGP to the Debtors, resulting in the settlement of the intercompany balances;
 - c) The Court issuing the First Approval and Vesting Order, approving the SPA and vesting the Purchased Shares in the Buchh Purchaser free and clear of any and all claims and encumbrances;
 - d) The Bank releasing UGP of all its obligations to the Bank, save and except for any loans and indebtedness under the Canada Emergency Business Account program.
21. A copy of the SPA is attached hereto as **Appendix "F"**. The description of the SPA provided for herein is for summary purposes only and reference should be made to the SPA for its actual terms.
22. In addition to the SPA, the Buchh Offer includes:
 - a) A release of Mr. Buchh's personal guarantee held by the Bank for \$500,000 and replaced with a new personal guarantee for \$200,000;
 - b) Assignment of the UGP 2023 SR&ED tax credits and refunds to the Bank. As part of the sale transaction under the SPA, the Bank has agreed to release and discharge its security interest in the UGP assets, save and except for any tax refunds.

23. Upon confirmation from the Buchh Purchaser that all conditions have been satisfied and upon receipt of the payment in full of the purchase price, the Receiver shall issue the First Receiver's Certificate to the Court at which time the closing of the Buchh Holding Transaction will be deemed to have occurred.

VII. SALE OF ROTALEC CANADA ASSETS

24. On August 26, 2024, and given the Debtors' limited liquidity, the Receiver launched an expedited sales process for the sale of Rotalec Canada's assets. The Receiver sent a teaser document to 45 potential interested parties consisting of both strategic parties and liquidators.
25. The deadline to submit offers was September 4, 2024 at 12:00 p.m. (EDT) (the "**Deadline**").
26. A total of 12 interested parties signed a non-disclosure agreement and were granted access to a virtual data room which included the Terms and Conditions Governing the Sale of the Assets, an Offer Form and six different asset lots that would be included in the sale as either "en bloc" or by individual lots.
27. The offered assets for sale included inventory, warehouse manufacturing equipment and tools, rolling stock, office furniture and equipment, robots and intangible assets (trademark).
28. The Receiver worked with the interested parties to enable them to perform the necessary due diligence and provided tours of the premises to view the assets available for sale.
29. Three (3) offers ("**Offers**") were submitted to the Receiver by the Deadline. A summary of the offers received is attached as **Appendix "G"**, which the Receiver requests to be filed under confidential seal until the Rotalec Canada sale transaction closes.
30. After a detailed review of all the offers, the Bank, supports the acceptance of the "en bloc" offer from Continental Capital Investments Inc. (the "**Rotalec Asset Purchaser**").
31. A copy of the APA is attached hereto as **Appendix "H"** ("**Rotalec Canada Transaction**").
32. The APA is conditional upon, among other things, the Court granting the Second Approval and Vesting Order.
33. Upon confirmation from the Rotalec Purchaser that all conditions have been satisfied and upon receipt of the payment in full of the purchase price, the Receiver shall issue the Second Receiver's Certificate to the Court at which time the closing of the Rotalec Canada Transaction will be deemed to have occurred.

34. Included in the assets available for sale are seven (7) robots from a supplier, Doosan Robotics Inc. ("**Doosan**"). On July 30, 2024, while Richter was Interim Receiver and the same day the Receivership Order was issued, Doosan registered a retention of ownership under Quebec law in Quebec's Register of Personal and Movable Real Rights ("**RPMRR**") in respect of eight robots (seven of which are in the possession of Rotalec Canada) (the "**Doosan Robots**").
35. On July 31, 2024, Doosan, through its counsel, served the Company with a without prejudice letter claiming ownership of the Doosan Robots.
36. On August 15, 2024, Richter's counsel wrote to Doosan's counsel to advise that any rights Doosan may purport to have in the Doosan Robots may not be set up against the Receiver, namely because those rights were not perfected in a timely fashion.
37. Just after the launch of the sale process, on August 27, 2024, the Receiver received a secured claim from Doosan claiming to have security over the Doosan Robots. Doosan now alleges a security interest, not an ownership right.
38. On September 5, 2024, the Receiver's counsel wrote to Doosan's counsel to reiterate its position that any rights Doosan may purport to have in the Doosan Robots cannot be set up against the Receiver.
39. Doosan has only submitted a dealership agreement that expired in 2021 and no other documents to suggest it holds a security interest in the Doosan Robots have been provided.
40. Under Quebec law, the right of retention of ownership registered at the RPMRR can only be set up against third parties (such as the Receiver and the Company's creditors) if properly registered in a timely fashion. Here, the registration was made while the Company was clearly insolvent and subject to both the Interim Receivership Order and the Receivership Order.
41. In light of the information contained in paragraphs 34 to 40, the Doosan Robots were included in the sales process. Doosan's counsel was advised that the Doosan Robots they claim they have rights over were included as an individual lot in the sale process and Doosan was invited to participate in that process. Doosan did not express any interest in the process. Doosan will be served with the Receiver's motion materials.
42. The sales proceeds from the Rotalec Canada Transaction (and the Buchh Holding Transaction) are vastly insufficient to repay the Bank.

VIII. DISTRIBUTION TO THE BANK

43. The Debtors executed the following security agreements, among others, in favour of the Bank:

- a) a general security agreement, dated as of August 31, 2016, made by Buchh Holding in favour of the Bank, in respect of Buchh Holding's personal property, which interest was perfected by registration under the *Personal Property Security Act* (Ontario) (the "**PPSA**") on August 30, 2016;
- b) a general security agreement, dated as of August 31, 2016, made by UGP in favour of the Bank, in respect of UGP's personal property, which interest was perfected by registration under the PPSA on August 30, 2016;
- c) a general security agreement, dated as of June 30, 2022, made by BSP in favour of the Bank, in respect of BSP's personal property, which was perfected by registration under the PPSA on July 29, 2022;
- d) a general security agreement, dated as of September 30, 2016, made by Rotalec International in favour of the Bank, in respect of Rotalec International's personal property, which was perfected by registration under the PPSA on August 30, 2016;
- e) a general security agreement, dated as of October 2016, made by Rotalec Canada in favour of the Bank, in respect of Rotalec Canada's personal property, which was perfected by registration under the PPSA on October 18, 2016; and
- f) an Investment property pledge agreement, dated as of June 30, 2022 made by Buchh Holding, UGP, Rotalec International and BSP.

44. The Receiver has requested that Fasken provide it with a security opinion to confirm the validity and enforceability of the Bank's security. Fasken is in the process of preparing the security opinion and expects to be in a position to confirm that, subject to the customary qualifications and assumptions contained therein, the various security agreements held by the Bank create a valid and enforceable security interest in the property described therein in the Province of Ontario and Québec. If Fasken encounters any issues with the validity and enforceability of the Bank's security in the course of finalizing its opinion, the Receiver will provide an update to the Court and the Debtors' stakeholders in advance of this Motion.

45. The current indebtedness owing by the Debtors to the Bank, as at September 6, 2024, is \$3,597,520, plus any further accrued interest and costs. The proceeds of sale from the sale of the Purchased Shares and the sale of the Rotalec Canada Assets, as described herein, is not sufficient to repay the indebtedness owing to the Bank in full.

46. The Receiver is satisfied that, after making the proposed distribution to the Bank, there will be sufficient funds in the estate to pay in full any and all amounts that rank, or may rank, in priority to the Bank's security, as discussed immediately below. The Receiver is therefore of the view that the approval of the proposed distribution to the Bank is appropriate in the circumstances. The Receiver is also seeking approval to make further distributions to the Bank as the Receiver may determine from time to time are available, without further Order of the Court, provided the aggregate distributions to the Bank do not exceed the secured indebtedness owed to the Bank by the Debtors. The Receiver will ensure that there remain sufficient funds in the estate to pay in full any and all amounts that rank, or may rank, in priority to the Bank's security. The Receiver recommends the approval of the proposed distributions.
47. The Bank's security is subject to potential prior charges and claims in respect of the Property, which include (i) a Canada Revenue Agency claim of \$14,000 in BSP under subsection 222(3) of the *Excise Tax Act*; (ii) unpaid wages and vacation pay in Rotalec Canada pursuant to Section 81.4 in the BIA in the amount of \$52,000 and (iii) amounts subject to the Receiver's Charge (as defined in the Receivership Order). The Receiver continues to investigate these amounts, and as discussed above, will ensure there are sufficient proceeds in the estate to pay any claims that rank in priority to the Bank's security.

IX. RECEIVER'S RECEIPTS AND DISBURSEMENTS

48. A summary of the Receiver's receipts and disbursements for the period from August 1, 2024 to September 5, 2024 (the "Reporting Period") related to the Debtors is set out below:

Rotalec Canada Inc.	
Interim Statement of Receipts & Disbursements	
For the Period August 1, 2024 to September 5, 2024	
(\$000's, unaudited)	
Receipts	
Collection of Outstanding AR	493
Cash on Hand at Date of Appointment	107
Collection of Sales	83
Deposit	25
Total Receipts	708
Disbursements	
Occupation Rent	38
Contract Services	11
Sales Taxes Paid on Disbursements	6
General Expenses	2
Total Disbursements	57
Estate Cash Balance	651

49. The Debtors' receipts for the Reporting Period are comprised predominantly of:
- a) Collections of Outstanding AR of \$493,000;
 - b) Cash on hand at the time of the Receivership of \$107,000;
 - c) Sale proceeds in the ordinary course to fulfill several customer orders on hand in Rotalec Canada in the amount of \$83,000.
50. Disbursements during the Reporting Period include
- a) Occupation rent of \$38,000 for post receivership rent at the Rotalec Premises; and
 - b) Contract Services in the amount of \$11,000 to former Rotalec Canada employees to assist in bringing the accounting records to date and collection of accounts receivable;
51. The disbursements reflected in the table above (paragraph 48) do not reflect professional fees which have not yet been disbursed. Additional details on professional fees are provided in Section X.
52. As at September 5, 2024, the balance in the Receiver's trust account was approximately \$651,000.

X. REQUEST FOR APPROVAL OF PROFESSIONAL FEES

53. The Receiver and its Counsel, Fasken, have maintained detailed records of their professional fees for both the Interim Receivership and Receivership of the Debtors.
54. In accordance with the IR Order and the Receivership Order, Richter in its capacity as Interim Receiver and Receiver has been authorized to periodically pay its fees and disbursements, and that of its counsel, subject to approval by the Court.
55. The Interim Receiver's fees for services rendered up to the date of the end of the Interim Receivership amount to \$53,196.75 (excluding sales taxes) and the Receiver's fees for services rendered from the date of appointment to the period ended August 16, 2024, amount to \$118,458.90 (excluding sales taxes). These amounts represent professional fees not yet approved by the Court. The time spent by the Interim Receiver and Receiver's professionals is described in the affidavit of Olivier Benchaya, sworn September 9, 2024, attached hereto as **Appendix "I" (the "Benchaya Affidavit")**.

56. The fees for Fasken's services rendered for the period ended August 31, 2024, amount to \$35,213.50, plus disbursements in the amount of \$753.30 (all excluding sales taxes). These amounts represent professional fees not yet approved by the Court. The time spent by Fasken's professionals is described in the affidavit of Alexander Bayus, sworn September 9, 2024, attached hereto as **Appendix "J" (the "Bayus Affidavit")**.
57. The Receiver has reviewed Fasken's accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable given the circumstances.

XI. RECEIVER'S RECOMMENDATIONS

58. The Receiver recommends that this Court grant the relief sought in the motion for the approval of the proposed Buchh Holding Transaction for the following reasons:
- The proposed Buchh Holding Transaction results from a *bone fide* offer by the Buchh Purchaser;
 - A UGP receivership and the costs related thereto would not be required should the Buchh Holding Transaction be completed;
 - The Buchh Offer appears to be the most advantageous in the circumstances. The Bank and the Receiver are of the view that the Buchh Offer represents the greatest value for the shares held in Buchh Holding given, (i) its nominal performance over the past several years; and (ii) it is unlikely that any third party would be interested in purchasing the shares held by Buchh Holding in UGP given that Buchh Holding only holds 50% of the shares of UGP, and that Mr. Buchh holds the remaining 50%;
 - UGP would continue to operate, and the Buchh Holding Transaction would preserve employment of at least 9 employees of UGP;
 - The alternative to a sale of the Buchh Holding shares would be a liquidation of the UGP assets which will most likely not generate net proceeds greater than the contemplated Buchh Holding Transaction; and
 - The Bank, the primary secured lender, supports the Buchh Holding Transaction notwithstanding the fact that it will not be repaid in full.
59. The Receiver recommends that this Court grant the relief sought in the motion for the approval of the proposed Rotalec Canada Transaction for the following reasons:
- The proposed Rotalec Canada Transaction results from a *bone fide* offer by the Rotalec Canada Purchaser following a complete, albeit accelerated sale process;
 - The Receiver does not expect that a further marketing of the Rotalec Canada assets will result in any superior offers to the offer contained in the APA;

- The Rotalec Canada Transaction offers the best and highest recovery to the Bank;
- The Rotalec Canada Transaction is fair and reasonable in the circumstances; and
- The Bank, the primary secured lender, supports the Rotalec Canada Transaction notwithstanding that the Bank will not be repaid in full.

60. The Receiver recommends that this Court grant the relief sought for the approval of the professional fees, which fees are fair and reasonable and have been approved by the Bank, the only party affected by this payment. The Receiver and its legal counsel Fasken have been diligently attending to the administration of the Debtors' estate.
61. The Receiver also recommends that the Court approve its statement of receipts and disbursements for the Reporting Period.
62. The Receiver recommends that the bid summary be filed with the Court on a confidential basis and remain sealed until further order of the Court. Disclosure of this commercially sensitive information and/or the identities of the other bidders and the terms of their bids could negatively affect any future transactions for the Debtors' assets if the transaction described in this First Report do not close for any reason. The Receiver is not aware of any party that would be prejudiced if this information is sealed on the terms described above.
63. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief sought on the Sale Approval Motion and detailed in Section 6 of this First Report.

All of which is respectfully submitted on the 9th day of September, 2024.

**Richter Inc., solely in its capacity as Court-appointed Receiver of
Buchh Holding Inc., Britman Specialty Products Inc.,
Rotalec International Inc. and Rotalec Canada Inc.
and not in its personal or corporate capacity**



Olivier Benchaya, CPA, CIRP, LIT

APPENDIX "A"

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

THE HONOURABLE) FRIDAY, THE 19TH DAY
)
JUSTICE W.D. BLACK) OF JULY, 2024
)

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

Respondents

**APPLICATION UNDER SUBSECTIONS 47(1) AND 243 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
(Appointing Interim Receiver)**

THIS APPLICATION, made by the Applicant for an Order pursuant to section 47(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 Richter Inc. (“**Richter**”) as interim receiver (in such capacity, the “**Interim Receiver**”), without security, of all the assets, undertakings and properties of each of Buchh Holding Inc., 2371561 Ontario Inc., Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively,

the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors and all proceeds thereof was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Amanda Bezner sworn July 18, 2024 and the exhibits thereto, the consent of Richter to act as Interim Receiver, and on hearing the submissions of counsel for the Applicant and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service,

APPOINTMENT

1. **THIS COURT ORDERS** that pursuant to subsections 47(1) of the BIA and section 101 of the CJA, Richter is hereby appointed Interim Receiver, without security, of all the assets, undertakings and properties of each of the Debtors acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (the “**Property**”) for the purpose of and to the extent authorized by this Order until the earlier of:

- (a) the taking of possession of the Property by a receiver, within the meaning of subsection 243(2) of the BIA;
- (b) the taking of possession of the Property by a trustee in bankruptcy; or
- (c) August 16, 2024.

INTERIM RECEIVER’S POWERS

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

- (a) to monitor and have access to the Debtors’ receipts and disbursements in any accounts at any financial institution (collectively, the “**Accounts**”), including, but not limited to, viewing access to all online banking relating to the Accounts;

- (b) to investigate and monitor the Debtors' affairs and Property, including, but not limited to, the Accounts;
- (c) to review and have access to any and all financial information pertaining to the Debtors and the Property, including bank statements, financial records and accounts at any financial institution, and data available through any accounting system or software;
- (d) to demand access to additional documents as the Interim Receiver sees fit;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (f) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (g) to conduct examinations under oath of any Person concerning the management of known assets of the Debtors and the existence of any other assets; and
- (h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

3. **THIS COURT ORDERS** that the Debtors shall continue to maintain, manage, operate and carry on their business in the ordinary course.

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

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, and (iv) anyone acting on the instructions of anyone listed in this paragraph (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Interim Receiver of the existence of any Property in such Person’s possession or control.
5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided, however, that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such

assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO EXERCISE OF RIGHTS OR REMEDIES

8. **THIS COURT ORDERS** that all rights and remedies against the Interim Receiver, or affecting the Accounts, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court.

EMPLOYEES

9. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay.

LIMITATION ON THE INTERIM RECEIVER’S LIABILITY

10. **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

11. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the “**Interim Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver’s Charge shall form a first charge on the Accounts 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.
12. **THIS COURT ORDERS** that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and, for this purpose, the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

SERVICE AND NOTICE

13. **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-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04. Subject to Rule 3.01(d) of the Rules 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.
14. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile

transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

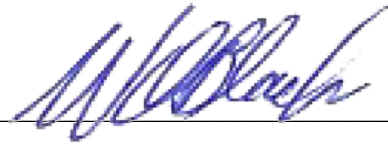
GENERAL

15. **THIS COURT ORDERS** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
16. **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a receiver or trustee in bankruptcy of the Debtors.
17. **THIS COURT ORDERS** that the Interim Receiver shall not be, or be deemed to be, a receiver within the meaning of subsection 243(2) of the BIA.
18. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
19. **THIS COURT ORDERS** that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
20. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security

or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the proceeds from the Accounts with such priority and at such time as this Court may determine.

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

22. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from the date it is made and is enforceable without the need for entry or filing.

A handwritten signature in blue ink, appearing to read "M. Black", is written over a horizontal line.

THE TORONTO-DOMINION BANK

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC.,
BRITMAN SPECIALTY PRODUCTS INC., ROTALEC
INTERNATIONAL INC. and ROTALEC CANADA INC.**

Applicant

Respondents

Court File No. CV-24-723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

ORDER
(Appointing Interim Receiver)

AIRD & BERLIS LLP

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Lawyers for The Toronto-Dominion Bank

APPENDIX "B"

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

THE HONOURABLE)	WEDNESDAY, THE 31 st
)	
JUSTICE KIMMEL)	DAY OF JULY, 2024

THE TORONTO-DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

Respondents

**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
(appointing Receiver)**

THIS MOTION, 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 Richter Inc.

(“**Richter**”) as receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of each of Buchh Holding Inc., Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors and all proceeds thereof was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Amanda Bezner sworn July 17, 2024 and the exhibits thereto, the affidavit of Amanda Bezner sworn July 29, 2024 and the exhibits thereto, the First Report of Richter in its capacity as interim receiver (the “**Interim Receiver**”) dated July 29, 2024 (the “**First Report**”), and on hearing the submissions of counsel for the Applicant and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service, filed, and on reading the consent of Richter to act as the Receiver,

SERVICE

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

APPROVAL OF FIRST REPORT

2. **THIS COURT ORDERS** that the First Report and the activities of the Interim Receiver and its legal counsel described therein be and hereby are approved; provided, however, that only the Interim 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.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Richter is hereby appointed Receiver, without security, of all the assets, undertakings and properties of each of the Debtors acquired for, or used in relation to a business carried on by the Debtors and all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

4. **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 Debtors, 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 Debtors;
- (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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in

collecting such monies, including, without limitation, to enforce any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 Debtors, 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 Debtors, 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 \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; 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 Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,
- (s) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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.

6. **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 Debtors, 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.

7. **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.

8. **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

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 DEBTORS OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors 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 Debtors 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 Debtors, 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 Debtors to carry on any business

which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors' 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 Debtors 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 Debtors, if any, shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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 AND ANTI-SPAM LEGISLATION

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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this

proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **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

19. **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

20. **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.

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

22. **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

23. **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.

24. **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.

25. **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.

26. **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.

BANKRUPTCY OF THE DEBTORS

27. **THIS COURT ORDERS** that the Receiver is hereby authorized, if the Receiver deems advisable, to assign the Debtors into bankruptcy, or to consent to the making of a bankruptcy order against the Debtors, pursuant to the provisions of Section 49 of the BIA, and that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

SERVICE AND NOTICE

28. **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-commercial/#Part_III_The_E-Service_List) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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 and shall be accessible by selecting the Debtors' name from the engagement list at the following URL: <https://www.richter.ca/insolvencycase/>.

29. **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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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

30. **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.

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

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

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

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

35. **THIS COURT ORDERS** that this Order and all of its provisions are effective as today's date and is enforceable without the need for entry or filing.

A handwritten signature in blue ink, appearing to read "Kimmel J.", is enclosed within a light yellow rectangular box.

Digitally signed by
Jessica Kimmel
Date: 2024.07.31
20:18:48 -04'00'

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Richter Inc., the receiver (the "**Receiver**") of all the assets, undertakings and properties of each of Buchh Holding Inc., Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors and all proceeds thereof (collectively, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 2024 (the "**Order**") made in an application having Court file number CV-24-00723986-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$300,000 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__.

Richter Inc., solely in its capacity as Receiver
of the Property, and not in its personal capacity

Per: _____

Name: _____

Title: _____

THE TORONTO-DOMINION BANK

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC.,
BRITMAN SPECIALTY PRODUCTS INC., ROTALEC
INTERNATIONAL INC. and ROTALEC CANADA INC.**

Applicant

Respondents

Court File No. CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

ORDER
(Appointing Receiver)

AIRD & BERLIS LLP
Barristers and Solicitors
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Toronto, ON M5J 2T9

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Lawyers for The Toronto-Dominion Bank

APPENDIX "C"



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-24-00723986-00CL DATE: 31 July 2024

NO. ON LIST: 4

TITLE OF PROCEEDING: **THE TORONTO-DOMINION BANK v. BUCHH HOLDING INC. et al**

BEFORE JUSTICE: **KIMMEL**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Kyle Plunkett	Applicant	kplunkett@airdberlis.com
Shaun Parsons	Applicant	sparsons@aridberlis.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Olivier Benchaya	Richter Inc.	OBenchaya@richter.ca
Dylan Chochla	Counsel for Richter Inc.	dchochla@fasken.com
Lyne Gaulin	BDC Capital	lyne.gaulin@bdc.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE KIMMEL:

1. The Toronto-Dominion Bank ("TD Bank") seeks an Order appointing Richter Inc. ("Richter") as receiver (in such capacity, the "Receiver"), without security, of the assets, undertakings and properties acquired for, or used in relation to, the business carried on by each of (i) Buchh Holding Inc. ("Holding"), (ii) 2371561 Ontario Inc. ("237 ON"), (iii) Britman Specialty Products Inc. ("Britman"), (iv) Rotalec International Inc. ("Rotalec International"), and (v) Rotalec Canada Inc. ("Rotalec Canada" and collectively with Holding, 237 ON, Britman, and Rotalec International, the "Debtors"), including all proceeds thereof (collectively, the "Property"), 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*, as amended (the "CJA").
2. TD Bank's security gives it a contractual right to seek the appointment of a receiver. The Debtors fell into default of their obligations under various Credit Agreements. Demands for payment and s. 244 BIA Notices of Intention to Enforce Security were delivered. The ten day notice period expired on July 15, 2024.
3. TD Bank satisfied the court that the appointment of a receiver on an interim basis was appropriate when Richter was appointed as interim receiver on July 19, 2024. New information came to light through the Interim Receivership that has caused TD Bank to lose confidence in the Debtors' management and ownership. The Interim Receiver reports that the Borrowing Base Calculation as of July 23, 2024 reflects a margin deficit of \$2,200,000, which is likely to grow due to the low level of revenue, with sales half of what they were in 2023, and as operating expenses of the Debtors continue to accrue. The TD Bank's collateral is eroding at a rapid pace.
4. The Interim Receiver is not empowered to halt the ongoing deterioration of TD Bank's collateral without being appointed as the Receiver. Given the significant shortfall for TD Bank, and the lack of liquidity to operate, appointing a Receiver to take control of the Debtors to protect the collateral of the TD Bank is both just and convenient, particularly having regard to "the nature of the property and the rights and interests of all parties in relation thereto," which includes the rights of the secured creditor under its security. See *Bank of Nova Scotia v. Freure Village on Clair Creek*, 1996 CanLII 8258 at para 11 (ONSC).
5. The appointment of the Receiver will advance the overarching objective of enhancing and facilitating the preservation and realization of a debtor's assets, for the benefit of all creditors. See *Canadian Equipment Finance and Leasing Inc. v. The Hypoint Company Limited*, 2022 ONSC 6186 at para. 22.
6. Based upon agreed terms that allow for an initial carve out of 237 ON from the receivership to allow it to try to consummate a proposed transaction that is expected to close on August 12, 2024 (the "Proposed Transaction"), the Debtors are not opposing the amended order sought today, which is largely consistent with the Commercial List model receivership order. No one else on the service list (which includes the relevant tax authorities) opposes the order sought.
7. The proposed financing and Receiver's Borrowing Charge are appropriate given the lack of liquidity.
8. The proposed order contains a provision authorizing the Receiver to assign the Debtors into bankruptcy. It has been affirmed in many cases, including recently in the May 3, 2024 endorsement of Conway J. in *Enlightened Funding Corporation v. Velocity Asset And Credit Corporation et al*, at para 3, that the court may, in its discretion, authorize an assignment into bankruptcy if its purpose is to increase recoveries for stakeholders. An assignment in bankruptcy would alter the priorities such that the statutory deemed trusts for GST and HST owed by the Debtors will no longer apply, thereby increasing recoveries for stakeholders. Further, in light of the misrepresentations made to TD Bank in providing the Credit Facilities, it is reasonable that the Receiver be empowered to bankrupt the Debtors to benefit stakeholders, including TD Bank.
9. Given the transition from Interim Receiver to Receiver, it makes sense, and is consistent with this court's practice, to include in the order the approval of the Interim Receiver's First Reports and its activities and the activities of its counsel described therein.

10. I have reviewed the agreed terms between counsel for TD Bank and the Debtors regarding the carve out of 237 ON. Counsel for the Debtors did not appear today, after having commented upon and approved these terms (as indicated in email correspondence that the court was provided with). I have adopted those terms but amended them to align them with the practical realities of what the court would expect will happen if the parties need to re-attend. My amendments are procedural rather than substantive. The amended terms that shall apply are as follows:
- a. The motion of TD Bank for the appointment of a Receiver over the Debtors (other than 237 ON) shall proceed on an unopposed basis.
 - b. The Motion of TD Bank for the appointment of a Receiver over 237 ON returnable today, July 31, 2024, shall be adjourned to a 9:30 a.m. appointment which may be requested by TD's legal counsel on the first available date if the Proposed Transaction not close by August 12, 2024 (the "Return Date").
 - c. If the Proposed Transaction closes on or before August 12, 2024, TD Bank's motion as it relates to 237 ON will be dismissed on consent on the Return Date; the appointment of the Interim Receiver over 237 ON shall terminate on August 16, 2024 by operation of the terms of the July 19, 2024 appointment order.
 - d. If the Proposed Transaction does not close by close of business on August 12, 2024, the balance of TD Bank's Motion for the appointment of a Receiver over 237 ON shall be granted (by an amended and restated receivership order that is identical to the order signed today but with 237 ON included as one of the Debtors) on an unopposed or consent basis on the Return Date.
11. I have signed the requested order today subject to the above terms. It shall have immediate effect without the necessity of formal issuance and entry. I am not seized of any further return to court that may arise from the agreed terms.

A handwritten signature in dark ink, appearing to read "Kimmel J.", is written on the page.

APPENDIX "D"

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. and ROTALEC
CANADA INC.**

FIRST REPORT OF THE INTERIM RECEIVER

July 29, 2024

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

BETWEEN:

TD BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY PRODUCTS INC.,
ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

Respondents

**APPLICATION UNDER subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the
Courts of Justice Act, R.S.O. 1990, c. C.43, as amended**

**FIRST REPORT OF RICHTER INC.
IN ITS CAPACITY AS INTERIM RECEIVER OF
BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY PRODUCTS INC.,
ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

July 29, 2024

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APPENDICES

APPENDIX “A” – Interim Receivership Order Dated July 19, 2024

APPENDIX “B” – Endorsement of the Honourable Mr. W. D. Black, dated July 19, 2024

I. INTRODUCTION

1. Upon application by The Toronto-Dominion Bank (the “**Bank**” or the “**Applicant**”), on July 19, 2024, the Honourable Mr. Justice W. D. Black of the Superior Court of Justice (Commercial List) (the “**Court**”) issued an Order (the “**IR Order**”) appointing Richter Inc. (“**Richter**”) as interim receiver (the “**Interim Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of Buchh Holding Inc. (“**Buchh Holding**”), 2371561 Ontario Inc. (“**UGP**”), Britman Specialty Products Inc. (“**BSP**”), Rotalec International Inc. (“**Rotalec International**”) and Rotalec Canada Inc. (“**Rotalec Canada**”, and collectively the “**Company**” or “**Debtors**”) pursuant to subsection 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”). A copy of the Interim Receivership Order is attached hereto as **Appendix “A”**.
2. As noted in the endorsement of the Honourable Mr. W. D. Black, a copy of which is attached hereto as **Appendix “B”**, the Interim Receivership Order was granted with a comeback hearing date of August 15, 2024 (the “**Comeback Hearing**”).
3. The Interim Receiver understands that the Bank is bringing an emergency application on July 31, 2024 for an Order (the “**Receivership Order**”) appointing Richter as receiver (in such capacity, the “**Receiver**”) to exercise the powers and duties set out in the Receivership Order, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and section 101 of the *Courts of Justice Act* R.S.O. 1990 c. C.43, as amended, without security, of the Property of the Company.
4. Richter is a licensed trustee within the meaning of section 2 of the BIA and has consented to act as Receiver in these proceedings in the event that this Court grants the relief sought by the Bank. We are writing this report as Interim Receiver of the Company.

II. PURPOSE OF REPORT

5. The purpose of this report (the “**Report**”) is to:
 - (a) Inform the Court of the activities of the Interim Receiver since the granting of the Interim Receivership Order; and
 - (b) Provide this Court with the Interim Receiver’s preliminary observations and findings.

III. QUALIFICATIONS

6. In preparing this Report, Richter has relied upon unaudited financial information, the Company’s books and records, financial information prepared by the Company and discussions with management (collectively, the “**Information**”). Richter has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought therein.

Richter has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (“GAAS”) pursuant to the Canadian Institute of Chartered Accountants Handbook and, as such, Richter expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information. An examination of the Company’s financial forecasts in accordance with the *CPA Canada Handbook* has not been performed. Future-oriented financial information reported on or relied upon in this Report is based on management’s assumptions regarding future events; actual results achieved may vary from forecast and such variations may be material.

7. Unless otherwise noted, all monetary amounts contained in this Report are expressed in Canadian dollars (“CAD”).

IV. BACKGROUND

8. Reference is made to the Affidavit of Amanda Bezner, sworn July 18, 2024 (the “**Bezner Affidavit**”) filed in support of the Bank’s application for the Interim Receivership Order, appended as Tab 2 of the Applicant’s Motion Record, as well as to the additional Affidavit of Amanda Bezner (the “**Additional Bezner Affidavit**”), sworn July 29, 2024 in support of the Bank’s application for the Receivership Order. While this Report summarizes some of the information set out in the Bezner Affidavit and the Additional Bezner Affidavit (together, the “**Affidavits**”), for context, readers are directed to the Affidavits for a more detailed explanation of the grounds for the Bank’s motion. In addition, reference is made to the Pre-Filing Report of the Proposed Interim Receiver dated July 17, 2022, as filed in support of the IR Order.

Company Overview

9. The Company is a privately-owned corporation which is a consolidation of multiple businesses, with Rotalec Canada being the primary operating company. The Respondents have operations in Ontario, Quebec and Minnesota, and operate as follows:
- Buchh Holding is a management company with no operations. It owns 100% of each of Rotalec International and BSP and 50% of UGP;
 - Rotalec specializes in the distribution of industrial automation products and customized robotics for numerous industries including aerospace, aluminum, packaging and general manufacturing;
 - BSP specializes in the sale of locking devices to companies in the furniture industry; and
 - UGP specializes in custom plastic injection molding.
10. The principal of the Company is Mr. Farhat Buchh.

11. On May 15, 2024, Richter was engaged by the Bank to review and assess the assets, financial position, business and operations of the Company. Credit facilities advanced by the Bank to the Company at the time totaled approximately \$3.6M.
12. More specifically the scope of Richter's engagement included the following elements:
 - Review of the Company's monthly borrowing base calculation ("**BBC**");
 - Review of the Company's current financial situation; and
 - Any other matters as required by the Bank.
13. The Company has incurred losses in two of the last three fiscal years. The year-to-date sales through April 30, 2024 for Rotalec (which represents approximately 85% of Company revenue) reflect a 50% sales decline versus April 30, 2023. This sales decline significantly eroded the Company's collateral and liquidity.
14. Prior to the appointment of Richter as Interim Receiver, based on our review of the BBC as at April 30, 2024, we noted significant errors as follows:
 - Eligible accounts receivable were overstated by approximately \$809,000;
 - Eligible inventory was overstated by approximately \$917,000; and
 - Priority payables were understated by approximately \$201,000.

As a result of these errors, the reported margin deficit of approximately \$60,000 as of April 30, 2024, was in fact adjusted to a margin deficit of \$1,298,000. Management was made aware of our findings and had not disputed them.
15. In addition, the Company's serious liquidity issues resulted in their two largest suppliers refusing further shipments to the Company although we were subsequently advised that arrangements were being made to receive further inventory on a COD basis amongst other conditions.

V. ACTIVITIES OF THE INTERIM RECEIVER

16. In the afternoon of July 19, 2024, following the granting of the Interim Receivership Order, the Interim Receiver arrived at the premises of Rotalec Canada located at 5000, Thimens, St-Laurent, Québec, Canada, H4R 2B2 (the "**Rotalec Premises**"), and was granted access by Mr. Mamdouh Boulos, the financial controller. A representative of the Interim Receiver also attended at the premises of UGP located at 85 Chambers Drive (units 6 & 7) and 400 Monarch Avenue (units 9 & 10) in Ajax, Ontario and at BSP located at 400 Monarch Avenue (units 9 & 10) in Ajax, Ontario (the "**UGP and BSP Premises**"). Mr. Farhat Buchh provided access to the UGP and BSP Premises.

17. The Interim Receiver explained the terms of the IR Order, and obtained the full cooperation of both Mr. Boulos and Mr. Buchh. The IR Order did not provide for the Interim Receiver to take possession of the Company's premises nor to take control of receipts and disbursements. Nonetheless, the Interim Receiver has maintained a full-time presence at the Rotalec Premises during normal business hours. Given the limited value of assets at the UGP and BSP Premises, the Interim Receiver is not present at these premises on a full-time basis.
18. The Interim Receiver then completed the following activities up to and including the date of this Report:
- a) Photographed certain machinery/equipment and inventory;
 - b) Performed test counts of the inventory at the Company's various premises mentioned in paragraph 16 above;
 - c) Confirmed with Management that valid insurance was in place;
 - d) Gained access to the Company's computer system, and performed a full back up of the Company's financial information;
 - e) Reviewed the Company's books and records in an effort to gain an understanding of the Company's financial position;
 - f) Obtained daily reporting of bank activity from the Bank and reviewed same for reasonableness;
 - g) Prepared an updated BBC for the Bank dated July 23, 2024;
 - h) Communicated with interested parties regarding the operations of Rotalec Canada and UGP;
 - i) Reviewed the Company's daily funding requests;
 - j) Attended update calls with the Bank and its counsel; and
 - k) Prepared this Report;

VI. INTERIM RECEIVER'S FINDINGS

19. As at the date of the Report, the Interim Receiver has made these findings:
- Since our appointment on July 19, 2024 the Company incurred negative net cash flows totaling approximately - \$26,000 in the one week ending July 26, 2024. During this period, receipts from customers were ~ \$141,000, while disbursements were ~ \$167,000;
 - The updated BBC as of July 23, 2024 now reflects a margin deficit of \$2.2M, as compared to the \$1.3M shortfall calculated as at April 30, 2024. This represents a further \$900K deterioration in the Bank's collateral, primarily due to the significant reduction of the Company's accounts receivable and inventory position;
 - The Company has insufficient liquidity to operate its business;

- UGP and BSP's books and records are not updated on a timely basis. In fact, Mr. Buchh advised us that the inventory for UGP had not been updated in many months. In April, UGP incorrectly reported to the Bank an inventory balance of \$1.1M in their BBC, while on July 23, 2024, the inventory balance had diminished to \$381K. Per Mr. Buchh, the significant reduction of inventory is not due to sales but rather, to the fact that the April 30, 2024 balance reported to the Bank was not updated since its December 31st year-end and was thus incorrect;
 - Many of the Company's employees have expressed significant concern as to the Company's future and their on-going employment. Several key employees have discussed their concerns with Richter; and
 - Sales for Rotalec (which represents approximately 85% of Company revenue) have decreased by 54% in May 2024 and by 56% in June 2024 compared to 2023. A more significant decline is expected for July 2024.
20. During our test counts of the Company's inventory, we noted material overstatements/missing inventory of approximately \$755,000. Mr. Buchh was unable to explain these overstatements.
21. A third-party potential investor, Mr. Bob Claeys, who has been in discussions with Mr. Buchh for several weeks to acquire Rotalec Canada, has made several offers to the Bank to acquire their security over the assets of Rotalec Canada, all of which were deemed unacceptable by the Bank. These offers included multiple conditions, including the need to secure financing. The offers represented significant risk to the Bank, as the Bank would have been required to continue funding operations while Mr. Claeys attempts to obtain financing and fulfill his numerous conditions. In addition, it appears that Mr. Claeys offer would not improve the Bank's realization as compared to a liquidation of Rotalec Canada.
22. Similarly, Mr. Buchh provided an offer to the Bank to acquire their security over the assets of UGP. The Bank deemed this offer to be unacceptable, however, further discussions are being held.

VII. APPOINTMENT OF RICHTER AS RECEIVER

23. Richter believes that the appointment of a Receiver is urgent, due to the following:
- The significant and ongoing deterioration of the Bank's collateral from April 30, 2024 to July 23, 2024. In fact, as mentioned above, the BBC as of July 23, 2024 reflects a significant margin deficit of \$2.2M which in our view, is likely to grow with continuing operations due to the low level of sales and ongoing level of overhead and operating expenses;
 - As explained in the Affidavits, the Company has no liquidity to continue operating as a going concern including meeting ongoing payroll obligations. In addition, the realization value of the assets indicates that the Bank will likely incur a significant loss; and

- In our current capacity as Interim Receiver, Richter is not in a position to halt the ongoing deterioration of the Bank's collateral. Given the significant shortfall for the Bank, and the lack of liquidity to operate, appointing a Receiver to take control of the Company to protect the collateral of the Bank is both urgent and necessary.

All of which is respectfully submitted on the 29th day of July, 2024.

Richter Inc.
as Interim Receiver of
Buchh Holding Inc., 2371561 Ontario Inc., Britman Specialty Products Inc.,
Rotalec International Inc. and Rotalec Canada Inc. and not in its personal capacity



Andrew Adessky, CPA, CIRP, LIT



Olivier Benchaya, CPA, CIRP, LIT

APPENDIX A

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

THE HONOURABLE) FRIDAY, THE 19TH DAY
)
JUSTICE W.D. BLACK) OF JULY, 2024
)

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

Respondents

**APPLICATION UNDER SUBSECTIONS 47(1) AND 243 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
(Appointing Interim Receiver)**

THIS APPLICATION, made by the Applicant for an Order pursuant to section 47(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 Richter Inc. (“**Richter**”) as interim receiver (in such capacity, the “**Interim Receiver**”), without security, of all the assets, undertakings and properties of each of Buchh Holding Inc., 2371561 Ontario Inc., Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively,

the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors and all proceeds thereof was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Amanda Bezner sworn July 18, 2024 and the exhibits thereto, the consent of Richter to act as Interim Receiver, and on hearing the submissions of counsel for the Applicant and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service,

APPOINTMENT

1. **THIS COURT ORDERS** that pursuant to subsections 47(1) of the BIA and section 101 of the CJA, Richter is hereby appointed Interim Receiver, without security, of all the assets, undertakings and properties of each of the Debtors acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (the “**Property**”) for the purpose of and to the extent authorized by this Order until the earlier of:

- (a) the taking of possession of the Property by a receiver, within the meaning of subsection 243(2) of the BIA;
- (b) the taking of possession of the Property by a trustee in bankruptcy; or
- (c) August 16, 2024.

INTERIM RECEIVER’S POWERS

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

- (a) to monitor and have access to the Debtors’ receipts and disbursements in any accounts at any financial institution (collectively, the “**Accounts**”), including, but not limited to, viewing access to all online banking relating to the Accounts;

- (b) to investigate and monitor the Debtors' affairs and Property, including, but not limited to, the Accounts;
- (c) to review and have access to any and all financial information pertaining to the Debtors and the Property, including bank statements, financial records and accounts at any financial institution, and data available through any accounting system or software;
- (d) to demand access to additional documents as the Interim Receiver sees fit;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (f) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (g) to conduct examinations under oath of any Person concerning the management of known assets of the Debtors and the existence of any other assets; and
- (h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

3. **THIS COURT ORDERS** that the Debtors shall continue to maintain, manage, operate and carry on their business in the ordinary course.

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

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, and (iv) anyone acting on the instructions of anyone listed in this paragraph (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Interim Receiver of the existence of any Property in such Person’s possession or control.
5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided, however, that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such

assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO EXERCISE OF RIGHTS OR REMEDIES

8. **THIS COURT ORDERS** that all rights and remedies against the Interim Receiver, or affecting the Accounts, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court.

EMPLOYEES

9. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay.

LIMITATION ON THE INTERIM RECEIVER’S LIABILITY

10. **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

11. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the “**Interim Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver’s Charge shall form a first charge on the Accounts 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.
12. **THIS COURT ORDERS** that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and, for this purpose, the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

SERVICE AND NOTICE

13. **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-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04. Subject to Rule 3.01(d) of the Rules 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.
14. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile

transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

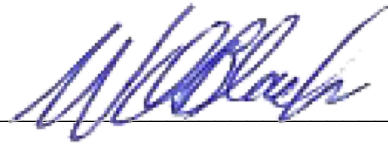
GENERAL

15. **THIS COURT ORDERS** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
16. **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a receiver or trustee in bankruptcy of the Debtors.
17. **THIS COURT ORDERS** that the Interim Receiver shall not be, or be deemed to be, a receiver within the meaning of subsection 243(2) of the BIA.
18. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
19. **THIS COURT ORDERS** that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
20. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security

or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the proceeds from the Accounts with such priority and at such time as this Court may determine.

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

22. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from the date it is made and is enforceable without the need for entry or filing.

A handwritten signature in blue ink, appearing to read "M. Black", is written over a horizontal line.

THE TORONTO-DOMINION BANK

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC.,
BRITMAN SPECIALTY PRODUCTS INC., ROTALEC
INTERNATIONAL INC. and ROTALEC CANADA INC.**

Applicant

Respondents

Court File No. CV-24-723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

ORDER
(Appointing Interim Receiver)

AIRD & BERLIS LLP

Barristers and Solicitors

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Lawyers for The Toronto-Dominion Bank

APPENDIX B



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-24-723986-00CL DATE: July 19, 2024

NO. ON LIST: Added Matter

TITLE OF PROCEEDING: THE TORONTO-DOMINION BANK v. BUCHH HOLDING INC. et al

BEFORE JUSTICE: JUSTICE W.D. BLACK

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Cristian Delfino Shaun Parsons Miranda Spence	The Toronto-Dominion Bank	cdelfino@airdberlis.com sparsons@airdberlis.com mspence@airdberlis.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Farhat Buchh	Buchh Holding Inc. et al	Buchh@rotalec.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Andrew Adessky	Richter Inc.	AAdessky@richter.ca
Lyne Gaulin	BDC Capital Inc.	Lyne.Gaulin@bdc.ca

ENDORSEMENT OF JUSTICE W.D. BLACK:

- [1] The Toronto Dominion Bank (“TD”), moves for an order appointing Richter Inc. (“Richter”) as interim receiver (in such capacity, “Interim Receiver”), without security, of the assets, undertakings and properties acquired for, or used in relation to, the business carried out by each of the respondents (collectively, the “Debtors”), including all proceeds thereof (collectively, the “Property”).
- [2] The Debtors operate multiple businesses, primarily involving the design and distribution of industrial automation products and robotics.
- [3] The Debtors are indebted to TD with respect to certain credit facilities. Each of the Debtors has provided security in favour of TD, including general security agreements.
- [4] The Debtors defaulted under the credit agreement with respect to, among other things, failing to maintain a monthly borrowing base relative to the credit facilities.
- [5] As a result, TD engaged Richter to act as a consultant to review aspects of the Debtors’ financial circumstances, based on available books and records.
- [6] In this capacity, Richter identified concerning errors in the Debtors’ business records, including substantial overstatements of accounts receivable and inventory, and understatement of payables.
- [7] Management of the Debtors was made aware of the concerning findings, and has not disputed them.
- [8] In the circumstances, TD made formal written demand on the Debtors on July 4, 2024, for payment of amounts owing under the credit agreement, and provided a notice of intention to enforce its security (the “BIA Notice”), under subsection 244(1) of the BIA.
- [9] The 10-day period set out in the BIA Notice expired on July 15, 2024, and the indebtedness has not been repaid.
- [10] In addition, within the last two weeks, the Debtors have taken a number of steps outside the ordinary course of business including terminating employees, halting rent payments, and pushing customers for collection of accounts receivable. TD is concerned that there is significant risk to its collateral.
- [11] TD will be moving to appoint a receiver, and a date for that application has now been confirmed for August 15, 2024 at 11:00 a.m. (for one hour).
- [12] In the meantime, by way of today’s hearing, TD seeks to upgrade Richter from consultant to Interim Receiver immediately, to allow Richter to undertake more robust monitoring of the Debtors’ activities so as to avoid further deterioration of TD’s collateral.
- [13] I find that the proposed appointment of Richter as Interim Receiver is just and convenient, and necessary for the protection of TD’s interests. While evidence of dissipation of assets is not a precondition to this order, I do find that there is concerning evidence of material misrepresentations by the Debtors, breaches of the loan agreements, and defaults thereunder. The appointment of the Interim Receiver is appropriate here to safeguard the Property on a temporary basis, pending the full-blown receivership application.

[14] In the circumstances, I am granting the order sought by TD, and attach a signed copy of the order to this endorsement.

A handwritten signature in blue ink, appearing to read 'W.D. Black J.', is positioned above a horizontal line.

W.D. BLACK J.

DATE: JULY 19, 2024

APPENDIX "E"

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. and ROTALEC
CANADA INC.**

PRE-FILING REPORT OF THE PROPOSED INTERIM RECEIVER

July 17, 2024

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

BETWEEN:

TD BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY PRODUCTS INC.,
ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

Respondents

**APPLICATION UNDER subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the
Courts of Justice Act, R.S.O. 1990, c. C.43, as amended**

**REPORT OF RICHTER INC.
IN ITS CAPACITY AS PROPOSED INTERIM RECEIVER OF
BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY PRODUCTS INC.,
ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

July 17, 2024

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I. INTRODUCTION

1. On May 15, 2024, Richter Inc. (“**Richter**”) was engaged by the Toronto-Dominion Bank (the “**Bank**” or the “**Applicant**”) to review and assess the assets, financial position, business and operations of Buchh Holding Inc. (“**Buchh Holding**”), 2371561 Ontario Inc. (“**UGP**”), Britman Specialty Products Inc. (“**BSP**”), Rotalec International Inc. (“**Rotalec International**”) and Rotalec Canada Inc. (“**Rotalec Canada**”), and (collectively the “**Company**” or “**Respondents**”) as well as Rotalec USA Inc. (“**Rotalec US**”).
2. More specifically the scope of Richter’s engagement included the following elements:
 - Review of the Company’s monthly borrowing base calculation (“**BBC**”);
 - Review of the Company’s current financial situation; and
 - Any other matters as required by the Bank.
3. The Proposed Interim Receiver understands that an application will be made by the Bank to appoint Richter as an Interim Receiver to exercise the powers and duties set out in the Interim Receivership Order, pursuant to subsections 47(1) and 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 “**Receiver**”), without security, of the assets, undertakings and properties of the Company (the “**Property**”). The Bank will subsequently move to appoint Richter as the Receiver of the Property.
4. Richter is a licensed trustee within the meaning of section 2 of the BIA and has consented to act as Interim Receiver and eventually as Receiver in these proceedings in the event that this Court grants the relief sought by the Bank. We are writing this report as Proposed Interim Receiver of the Company.

II. PURPOSE OF REPORT

5. The purpose of this report (the “**Report**”) is to:
 - (a) Inform the Court of the activities Richter since our appointment as consultant; and
 - (b) Provide this Court with the Richter’s preliminary observations and findings.

III. QUALIFICATIONS

6. In preparing this Report, Richter has relied upon unaudited financial information, the Company’s books and records, financial information prepared by the Company and discussions with management (collectively, the “**Information**”). Richter has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought therein. Richter has not, however, audited or otherwise attempted to verify the

accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (“GAAS”) pursuant to the Canadian Institute of Chartered Accountants Handbook and, as such, Richter expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information. An examination of the Company’s financial forecasts in accordance with the *Canadian Institute of Chartered Accountants Handbook* has not been performed. Future-oriented financial information reported on or relied upon in this Report is based on management’s assumptions regarding future events; actual results achieved may vary from forecast and such variations may be material.

7. Unless otherwise noted, all monetary amounts contained in this Report are expressed in Canadian dollars (“CAD”).

IV. BACKGROUND

8. Reference is made to the Affidavit of Amanda Bezner of the Bank, sworn July 17, 2024 (the “Bezner Affidavit”) filed in support of the Bank’s application for the Interim Receivership Order, appended as Tab 2 of the Applicant’s Motion Record. While this Report summarizes some of the information set out in the Bezner Affidavit, for context, readers are directed to the Bezner Affidavit for a more detailed explanation of the grounds for the Bank’s application.
9. The Company is a privately-owned corporation which is a consolidation of multiple businesses, with Rotalec Canada being the primary operating company. The Respondents have operations in Ontario, Quebec and Minnesota, and operate as follows:
 - Buchh Holding is a management company with no operations. It owns 100% of each of Rotalec International and BSP and 50% of UGP;
 - Rotalec specializes in the distribution of industrial automation products and customized robotics for numerous industries including aerospace, aluminum, packaging and general manufacturing;
 - BSP specializes in the sale of locking devices to companies in the furniture industry; and
 - UGP specializes in custom plastic injection molding.
10. The principal of the Company is Mr. Farhat Buchh.

V. CURRENT OPERATIONS AND FINDINGS

11. Despite being engaged by the Bank on May 15, 2024, Richter’s work was delayed (in part due to delays in: (i) receiving a signed engagement letter from the Company, and (ii) obtaining the necessary financial information

from the Company) and only commenced on June 12, 2024 with an initial meeting with senior management. Richter issued its report to the Bank on July 4, 2024 (the “**Consulting Report**”).

12. The Company has incurred losses in two of the last three fiscal years. The year-to-date sales through April 30, 2024 for Rotalec (which represents approximately 85% of Company revenue) reflect a 50% sales decline versus April 30, 2023 which has significantly eroded the Company’s collateral and liquidity.

13. Based on our review of the BBC as at April 30, 2024, we noted significant errors as follows:

- Eligible accounts receivable were overstated by approximately \$809,000;
- Eligible inventory was overstated by approximately \$917,000; and
- Priority payables were understated by approximately \$201,000.

As a result of these errors, the reported margin deficit of approximately \$60,000 as of April 30, 2024, was in fact adjusted to a margin deficit of \$1,298,000. Management was made aware of our findings and have not disputed them.

14. In addition, as noted in our Consulting Report, the Company’s serious liquidity issues resulted in their two largest suppliers to refuse further shipments to the Company. The Company advises it is attempting to address the suppliers concerns through COD payments and nominal weekly payments of arrears.

15. Richter believes that there are several factors that support the appointment of an Interim Receiver:

- Ongoing delays in the receipt of financial information which enables the Bank to properly and timely assess their security position to enable them to take appropriate measures to limit any further erosion in the Bank’s security. As an example, to date, the Company has failed to provide the May 2024BBC report when due; and
- As provided for in the Bezner Affidavit, the Company has recently made several changes which could impact on the going concern operations of the Company and the realization value of the assets. This includes employee layoffs, relocation of inventory, ceasing to pay rent and the apparent engagement of Mr. Bob Claeys to act as an investor but who appears to have imbedded himself in the day-to-day operations of the Company.

16. In our current capacity as consultant, Richter is not in a position to ensure we have the information that we need on a timely basis to assist the Bank such that the necessary safeguards are in place to protect the Bank, pending the appointment of a Receiver.

All of which is respectfully submitted on the 17th day of July, 2024.

Richter Inc.
as Proposed Interim Receiver of
Buchh Holding Inc., 2371561 Ontario Inc., Britman Specialty Products Inc.,
Rotalec International Inc. and Rotalec Canada Inc. and not in its personal capacity



Andrew Adessky, CPA, CIRP, LIT



Olivier Benchaya, CPA, CIRP, LIT

THE TORONTO-DOMINION BANK

Applicant

- **BUCHH HOLDING INC. et al.**
and -
Respondents

Court File No. CV-24-00723986-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for The Toronto-Dominion Bank

APPENDIX "F"

PURCHASE AGREEMENT

This Agreement made as of September 9, 2024

BETWEEN:

RICHTER INC.,

solely in its capacity as the Court-appointed receiver of all of the assets, undertakings and properties of Buchh Holding Inc., and not in its personal capacity or in any other capacity

(hereinafter referred to as the **"Receiver"**)

OF THE FIRST PART

-and-

PAMPOSH HOLDINGS INC.

(hereinafter referred to as the **"Buyer"** and together with the Receiver the **"Parties"** and each a **"Party"**)

OF THE SECOND PART

WHEREAS pursuant to an order of The Honourable Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) made on July 31, 2024 (the **"Receivership Order"**), Richter Inc. was appointed as receiver, without security, over all of the assets of each of Buchh Holding Inc. (**"Buchh Holding"**), Rotolec International Inc., Rotolec Canada Inc., and Britman Specialty Products Inc. (the **"Buchh Group"**) (in such capacity, the **"Receiver"**);

AND WHEREAS pursuant to the provisions of the Receivership Order, the Receiver has the power to sell all or any part of the Property (as defined in the Receivership Order), subject to Court approval;

AND WHEREAS the Receiver wishes to sell to the Buyer and the Buyer wishes to acquire from the Receiver, all of the shares of 2371561 Ontario Inc. (**"UGP"**) owned by Buchh Holding Inc. (the **"UGP Shares"**) and all inter-company receivables owed by UGP to the Buchh Group (the **"Buchh Group Intercompany Receivables"**) for \$315,000 (the **"Purchase Price"**), upon the terms and subject to the conditions set out herein.

NOW THEREFOR witnesseth that in consideration of the premises, payment of the Purchase Price and other good and valuable consideration the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Receiver, in its capacity as the receiver over the assets of Buchh Holding, hereby irrevocably sells, transfers, waives and sets out onto the Buyer all its right, title and interest at law or equity in and to the UGP Shares and all Buchh Group Intercompany Receivables (together, the **"Purchased Assets"**).

2. On the date hereof, the Buyer shall pay the Purchase Price to the Receiver by wire transfer to the account specified by the Receiver.
3. The Purchaser hereby agrees and acknowledges that the Purchased Assets are being purchased by the Buyer, and this transaction is being completed, on an “as is, where is” basis, at the Buyer’s entire risk and peril. Neither the Receiver nor the Buchh Group makes any representations or warranties, express or implied, statutory or otherwise, with respect to the Purchased Assets. The Buyer acknowledges and confirms that, notwithstanding any other provision in this Agreement:
 - (i) it is entering into this Agreement and acquiring the Purchased Assets, on an “as-is, where-is” basis as they exist as of the date hereof at the Purchaser’s own risk and peril and shall accept the Purchased Assets in their respective states and conditions;
 - (ii) it has conducted to its satisfaction such independent searches, investigations and inspections of the Purchased Assets as it deemed appropriate, and based solely thereon, has determined to proceed with the transactions contemplated by this Agreement;
 - (iii) neither the Receiver nor the Buchh Group nor any other person acting on their behalf is making, and the Buyer is not relying on, any representations, warranties, statements or promises, express or implied, statutory or otherwise, concerning the Purchased Assets and the Receiver’s right, title or interest in or to the Purchased Assets, including any and all conditions, warranties or representations expressed or implied pursuant to any applicable law in any jurisdiction, which the Buyer confirms do not apply to this agreement and are waived in their entirety by the Buyer;
 - (iv) without limiting the generality of the foregoing, neither the Receiver nor the Buchh Group nor any other person acting on their behalf has made any representation or warranty as to any regulatory approvals, permits and licences, consents or authorizations that may be needed to complete the transactions contemplated by this Agreement or to operate the Purchased Assets or any portion thereof, and the Buyer is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;
 - (v) all written and oral information obtained from the Receiver with respect to the Purchased Assets has been obtained for the convenience of the Buyer only, and neither the Receiver nor the Buchh Group nor any other person acting on their behalf has made any representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;
 - (vi) any information regarding or describing the Purchased Assets in this Agreement or in any other agreement or instrument contemplated hereby is for identification purposes only and is not relied upon by the Buyer, and no representation, warranty or condition, express or implied, has or shall be given by the Receiver or the Buchh

Group or any other person acting on their behalf concerning the completeness or accuracy of such information or descriptions;

- (vii) except as otherwise expressly provided in this Agreement, the Buyer unconditionally and irrevocably waives any and all actual or potential rights or claims the Buyer might have against the Receiver or the Buchh Group or any other person acting on their behalf pursuant to any warranty, express or implied; and
 - (viii) for greater certainty, the Buyer shall have no recourse or claim of any kind against the Receiver or the Buchh Group or any other person acting on their behalf or the proceeds of the transactions contemplated by this Agreement following their completion on the date hereof.
4. The Buyer will be liable for and will pay the Receiver or the relevant Governmental Authority, or will cause the Receiver or the Relevant Governmental Authority to be paid, all transfer, value added, *ad valorem*, excise, sales, use, consumption, goods and services tax, HST, retail sales, social services, or other similar taxes or duties (collectively, “**Transfer Taxes**”) payable under any Applicable Law on or with respect to the sale and purchase of the Purchased Assets under this Agreement, to the extent applicable. The Purchase Price is exclusive of any applicable Transfer Taxes. For the purposes of this Section, “**Governmental Authority**” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, republic, territory, state or other geographic or political subdivision thereof, including, without limitation, any municipality in which the Real Property is located; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, and “**Governmental Authority**” means any one of them.
5. This Agreement shall not be effective until receipt by the Buyer of the following items, such items being conditions precedent to this Agreement (collectively, the “**Conditions Precedent**”):
- (ix) duly executed copy of this Agreement by the Parties;
 - (x) a copy of the Court issued approval and vesting order approving this transaction/Agreement and vesting the Purchased Assets to the Buyer free and clear of any and all encumbrances;
 - (xi) executed copies required releases from the Buchh Group’s senior secured lender, The Toronto-Dominion Bank (“**TD Bank**”), releasing UGP of all of its obligations to TD Bank, save and except for any loans and indebtedness under the Canada Emergency Business Account program, which shall not be released, such release to be in form and substance satisfactory to the Buyer;

- (xii) executed copies of a release from TD Bank of guarantees from the Buchh Group (other than UGP) releasing their respective cross guarantees of the obligations and liabilities of UGP to TD Bank, in form and substance satisfactory to the Buyer; and
 - (xiii) executed copies of a release from TD Bank of any and all claims, security or interests, if any, held by TD Bank in all other outstanding shares in UGP owned by Farhat Buchh and the Trustees of Buchh 2016 Family Trust.
6. When the Conditions Precedent have been satisfied and/or waived by the Buyer, the Buyer will deliver to the Receiver written confirmation that such Conditions Precedent have been satisfied and/or waived (the “**Conditions Certificate**”). Upon receipt of payment in full of the Purchase Price and of the Conditions Certificate, the Receiver shall (i) issue forthwith its certificate in the form approved by the Court (the “**Receiver's Certificate**”), at which time the closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Receiver's Certificate with the Court.
 7. In the event the Conditions Precedent have not been satisfied by September 20, 2024 or not otherwise waived by the Buyer, this Agreement may be terminated by written notice. In the event of such termination, the Receiver shall return the Purchase Price to the Buyer forthwith without set-off or deduction and all parties shall be released hereunder.
 8. It is acknowledged by the Purchaser that Richter Inc. is entering into this Agreement solely in its capacity as the Receiver and that Richter Inc. shall have absolutely no personal or corporate liability under or as a result of this Agreement in any respect.
 9. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. There are not and will not be any verbal statements, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties. The recitals herein are true and accurate, both in substance and in fact.
 10. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, nothing in this Agreement shall be construed to create any rights or obligations except amongst the Parties and no other person or entity shall be regarded as a third party beneficiary of this Agreement.
 11. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the Court. The Parties consent to the exclusive jurisdiction and venue of the Court for the resolution of any disputes between them, regardless of whether or not such disputes arose under this Agreement.
 12. This Agreement may be executed in counterparts and by facsimile or PDF, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Delivery of an executed signature page to this

Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

RICHTER INC. solely in its capacity as the Court-appointed receiver of Buchh Holding Inc., and not in its personal capacity or in any other capacity

Per:  _____

Name: Olivier Benchaya, CPA, CIRP, LIT
Title: Partner

I have authority to bind the Corporation

POMPOSH HOLDINGS INC.

Per:  _____

Name: RUHI BUCHH
Title: PRESIDENT

I have authority to bind the Corporation

APPENDIX "G"

UNDER REQUEST FOR SEALING ORDER

APPENDIX "H"

PURCHASE AGREEMENT - SALE OF ASSETS

This purchase agreement is dated as of September 6, 2024.

AMONG:

RICHTER INC., a corporation duly incorporated under the laws of Canada, having a place of business at 1981 McGill College Avenue, 12th Floor, Montreal (Québec) H3A 0G6 Canada, acting in its capacity as Receiver in the Receivership of Rotaltec Canada Inc.;

(the “**Vendor**”)

AND:

CONTINENTAL CAPITAL INVESTMENTS INC., a corporation duly constituted under the laws of the Canada Business Corporations Act, having a place of business at 6125 chemin de la Côte de Liesse, Montréal (Québec) H4T 1C8 Canada;

(the “**Purchaser**”)

WHEREAS the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order appointing Richter Inc. as Receiver of, among other debtors, Rotaltec Canada Inc. (the “**Debtor**”) on July 31, 2024 pursuant to the *Bankruptcy and Insolvency Act* and the *Courts of Justice Act* (Ontario).

WHEREAS, on September 4, 2024, Continental Capital Investments Inc. submitted a bulk offer for the acquisition of the Purchased Assets, which was accepted by the Vendor (the “**Letter of Offer**”);

WHEREAS the Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, the Purchased Assets (defined below), the whole in accordance with the terms and conditions of this agreement;

ARTICLE 1 PURCHASE AND SALE

1.1 Purchase and Sale of Assets

The Vendor, in its capacity as Receiver to the assets of the Debtor, hereby sells, transfers and conveys to the Purchaser, which accepts and purchases all of the rights and titles to and interests in the assets held by the Debtor and described in Schedule 1.1 (collectively, the “**Purchased Assets**”), the whole with effect as of the date of this Agreement.

1.2 Condition of the Purchased Assets

The Purchaser hereby agrees and acknowledges that the Purchased Assets are being purchased by the Purchaser, and this transaction is being completed, on an “as is, where

is" basis, at the Purchaser's entire risk and peril. Neither the Vendor nor the Debtor makes any representations or warranties, express or implied, statutory or otherwise, with respect to the Purchased Assets. The Purchaser acknowledges and confirms that, notwithstanding any other provision in this agreement:

- 1.2.1 it is entering into this agreement and acquiring the Purchased Assets, on an "as-is, where-is" basis as they exist as of the date hereof at the Purchaser's own risk and peril and shall accept the Purchased Assets in their respective states, conditions and locations as of the date hereof, and the parties agree to exclude the effect of the legal warranty of quality provided for by Article 1716 of the *Civil Code of Québec* and that the Purchaser is purchasing the Purchased Assets at its own risk and peril within the meaning of Article 1733 of the *Civil Code of Québec*;
- 1.2.2 the Purchased Assets are free and clear of any and all liens and encumbrances;
- 1.2.3 it has conducted to its satisfaction such independent searches, investigations and inspections of the Purchased Assets as it deemed appropriate, and based solely thereon, has determined to proceed with the transactions contemplated by this agreement;
- 1.2.4 all written and oral information obtained from the Vendor, including in any teaser letter, asset listing or other document made available to the Purchaser (including in certain data rooms, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets has been obtained for the convenience of the Purchaser only, and neither the Vendor nor the Debtor nor any other person acting on their behalf has made any representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;

1.3 Transfer of the Purchased Assets

The Purchaser further agrees and undertakes to transport and remove, within 45 days of the date hereof, at the sole expense of the Purchaser, any and all Purchased Assets from the Debtor's facility located at 5000 Boulevard Thimens, Saint-Laurent (Québec) H4R 2B2. The Purchaser assumes, to the entire exoneration of the Vendor and the Debtor, the risk of any loss or destruction to the Purchased Assets from the date hereof until such time as all the Purchased Assets have been removed the facility. The Purchaser represents and warrants to the Vendor that it holds, and will maintain, appropriate insurance adequate to cover any damage that the Purchaser may cause to the buildings and property of the facility. The Purchaser shall be responsible for any damage caused to the facility while removing the Purchased Assets, with the exception of the obligation to fill or repair any pre-existing pits, holes in interior walls, or flooring, or any openings left after the removal of the Purchased Assets. The Purchaser shall repair, cause to be repaired, or assume the costs to repair, any and all such damage, to the entire exoneration of the Vendor and the Debtor. The Purchaser shall, at its own expense, return the facility in a broom swept, neat and orderly fashion.

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Any toxic or hazardous waste, or environmental pollutants of any kind, including asbestos, paints, and other chemicals as well as any perishable garbage or refuse found on or about the Purchased Assets or the premises remain the property and responsibility of the Debtor. The Purchaser can assist and coordinate the process for removal of hazardous materials on behalf of the Debtor.

During such 45-day period, the Vendor shall allow the Purchaser to have exclusive access to the facility, at no cost.

1.4 Excluded Assets

Any other property of the Debtor not explicitly listed under Schedule 1.1 is excluded from the Purchased Assets and remains the property of the Vendor.

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price

The purchase price for the Purchased Assets is CAD\$225,360.00, plus applicable taxes (the "**Purchase Price**").

2.2 Payment of the Purchase Price

The Purchase Price is paid and satisfied as follows:

2.2.1 *Deposit.* The Vendor hereby acknowledges and confirms having received, prior to Closing, a deposit in the amount of CAD\$ 25,000.00 with regards to the Purchased Assets (the "**Deposit**");

2.2.2 *Purchase Price balance.* The Purchaser shall pay to the Vendor on the date hereof, by wire transfer to the account specified by the Vendor to the Purchaser, an amount equal to the Purchase Price minus the Deposit, for which the Vendor hereby confirms receipt.

2.3 Sales Taxes

2.3.1 Tax numbers.

(a) The Purchaser is duly registered under the *Excise Tax Act* (Canada) ("**ETA**") for the purposes of the GST under number 89461894 RT 0001 and that it is duly registered under the *Act respecting the Québec Sales Tax* ("**AQST**") for the purposes of the QST under number 1018845853TQ0001;

(b) The Vendor is duly registered under the ETA for the purposes of the GST under number 89461894 RT0001, and that it is duly registered under the Act QST for the purposes of the QST under number 1018845853TQ0001.

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- 2.3.2 *Sales tax.* All sales, use, consumption, value-added and personal property taxes (including GST and QST) payable in respect of the transaction contemplated by this agreement, are the responsibility and for the account of the Purchaser. If the Vendor is required by applicable law to collect any GST or QST, or any similar sales taxes, from the Purchaser, the Purchaser shall pay such sales taxes to the Vendor concurrently with the payment of the Purchase Price pursuant to this agreement. If the Vendor is not required by applicable law to collect applicable sales taxes from the Purchaser, the Purchaser shall report and pay such applicable sales taxes to the applicable governmental authority and shall provide evidence of such payment to the Vendor.

ARTICLE 3 CLOSING CONDITIONS

3.1 Conditions for the Benefit of the Purchaser and the Vendor

The respective obligations of the Purchaser and the Vendor to consummate the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the closing time, each of the following conditions:

- 3.1.1 **No Law:** No provision of any applicable law and no judgment, injunction or Order preventing or otherwise frustrating the consummation of the purchase of the Purchased Assets or any of the other transactions pursuant to this Agreement shall be pending, threatened or in effect.
- 3.1.2 **Court Orders:** The Court shall have granted an approval and vesting order (the "**Approval and Vesting Order**"), in form and substance satisfactory to the Purchaser and the Vendor, acting reasonably, approving this Agreement and vesting the Purchased Assets in the Purchaser free and clear of all claims and encumbrances (except for permitted encumbrances, if any) and such Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed at the closing time.
- 3.1.3 **Performance of Covenants:** The covenants contained in this Agreement to be performed by the Purchaser and the Vendor at or prior to the closing time shall have been performed in all material respects as at the closing time.

3.2 Receiver's Certificate

- 3.2.1 As soon as practicable following the closing time, the Vendor shall file a copy of a certificate delivered to the Purchaser in accordance with the Approval and Vesting Order certifying that the Vendor has received written confirmation in form and substance satisfactory to the Vendor from the Purchaser that all conditions to closing have been satisfied or waived by the applicable Parties and the transactions contemplated by this Agreement have been completed (the "**Receiver's**



Certificate”). The Vendor shall file the Receiver’s Certificate with the Court and shall provide a copy of the Receiver’s Certificate to the Purchaser. The Parties hereby acknowledge and agree that the Receiver will be entitled to file the Receiver’s Certificate with the Court, without independent investigation, upon receiving written confirmation from the Purchaser in form and substance satisfactory to the Vendor that all conditions to Closing have been met or waived, and the Vendor will have no liability to the Purchaser, or any other person, as a result of filing the Receiver’s Certificate in accordance with this Section 3.2.1.

ARTICLE 4 GENERAL

4.1 Confidentiality

The Purchaser shall keep confidential all non-public information related to the Debtor which is furnished to the Purchaser by the Vendor or on their behalf (for the purposes of this section, the “**Confidential Information**”) and shall use the Confidential Information only for the purpose of implementing the transactions contemplated under this agreement and for no other purpose, and shall not disclose such Confidential Information in any manner whatsoever, in whole or in part, except (i) with the prior written consent and approval of the Vendor, (ii) to their representatives on a confidential basis, (iii) if required by applicable law (provided that the Purchaser shall immediately notify the Vendor of any request for disclosure purported to be required under applicable law and shall consult with the Vendor on the advisability of taking legally available steps to resist or narrow the request or avoid the requirement and cooperate with the Vendor in seeking a protective order or other appropriate remedy), or (iv) as required in order for the Purchaser to enforce or defend their rights under this agreement. In the event that the Purchaser provides Confidential Information to its representatives, it shall inform such representatives of the confidential nature of such Confidential Information and shall cause each of its representatives to treat such Confidential Information confidentially in accordance with this section and not disclose such Confidential Information. The Purchaser shall be responsible for any failure of any of its representatives to comply with this section

4.2 Cost and Expenses

Each of the parties shall be responsible for and pay their respective legal, financial advisory and accounting costs and expenses incurred in connection with the consummation of the transactions contemplated in this agreement.

4.3 Successors and Assigns

This agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. This agreement may not be assigned by any party without the prior written consent of the other parties.

A handwritten signature, possibly reading 'V. Ng', is located in the bottom right corner of the page.

4.4 Entire agreement

This agreement and any other agreement and documents to be delivered under this agreement constitute the entire agreement between the parties with respect to the subject matters in them and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties, including, without limitation, the Letter of Offer.

4.5 Governing Law

This agreement is governed by the laws of the Province of Quebec and the laws of Canada applicable to it. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Quebec sitting in the judicial district of Montreal.

4.6 Language

The parties confirm having requested that this agreement be drawn-up in the English language only. *Les parties aux présentes confirment avoir requis que cette convention soit rédigée en langue anglaise seulement.*

IN WITNESS WHEREOF the parties have executed this agreement.

**CONTINENTAL CAPITAL
INVESTMENTS INC**

Per:

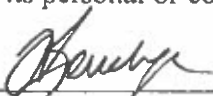



MICHAEL AKKIBRITYAN

RICHTER INC., solely in its capacity as
receiver to the assets of Rotalec Canada Inc.,
and not in its personal or corporate capacity

Per:




Olivier Benchaya, CPA, CIRP, LIT

SCHEDULE 1.1

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Dyniworx	FX17STPIX1AIYD8	-0BEBB) 17.1" TFT SXGA (1280x1024)	1
Dyniworx	BTXERTU-E10-A-	Touchscreen, USB Output Connection	1
Dyniworx	FHX17-PTU-MAD	17" FHX PANEL MOUNT INDUSTRIAL TOUCHSCRE	4
Dyniworx	FX15PTXIXHDBB1	BFBXXX)15" TFT XGA (1024X768) FLAT PANEL	1
Dyniworx	HX15STUMDP	15" TFT XGA TOUCHSCREEN	1
Advantech	ADAM-4150-AE	15-CH. DI/O MODULE	10
Advantech	ADAM-6266-AE	4CH.RELAY BOARD	1
Advantech	968TW16HLE	WIN10 IoT ENT LTSB	1
Advantech	ADAM-6251-B	16-CH ISOLATED DIGITAL INPUT MODBUS	3
Advantech	SQF-S25V2-	SQF 2.5`` SSD 650 512G (-20-85C)	1
Ametek	SD0400800	STANDARD FOUR HOLE MAGNET ASSY	3
Ametek	6013W6	ELECTRODE	1
Ametek	2006402L80A	ROTARY LIMIT SWITCH	11
Ametek	949012L6	6' 5 PIN RIGHT ANGLE ,12MM EURO,CON.	3
Ametek	SD0414600L40	925 LINEAR CABLE 40"	1
Ametek	SD0439700L33	10-PIN STRAIGHT MS CONNECTOR WITH 33FT	1
Ametek	PSD0115800	SPECIAL CUT 2006 CAM ASS Y 85 DEGREE LOB	1
AMP	057A	OSCILLATER FOR STEPPER DRIVE	1
AMP	3540M	Open Frame Drive	10
AMP	VL23-030D-XAA	Motor Value LIne Nema 23 24V	1
AMP	23PN010	Paragon Planetary Gear 10'1	1
AMP	BOB-1	BREAKOUT BOARD W/ 3' CABLE	1
AMP	BLUDC4-S	Servo Drive 24-48VDC Input	2
AMP	M0100-103-3-000	AMP SERVO MOTOR	1
AMP	SV7-S-RE	SERVO DRIVE/RS-485,SERIAL CNTRL	3
AMP	SV7-Q-EE	SV SERVO DRIVE W/ETHERNET,-Q CONTROL	1
AMP	3004-280-5M	SWM /TXM24 ETHERNET CBL	1
AMP	3004-332-2M	M12 INLINE POWER CABLE 2M TXM34	1
AMP	TSM34Q-5AG	NEMA 34 INTEGRATED STEP SERVO	1
AMP	STAC5-IP-E220	AC STEPPER DRIVE, ENCODER INPUT	3
AMP	STAC6-Q-220	AC ADV MICROSTEP DRIVE	1
APT	AFSB-2-2XS	COUPLER	13
APT	AFSB-2-2XS	COUPLER	10
APT	AFSB-3-2	BALL LINK 2"	3
APT	AFSB-3T	TEE LINK	3
APT	AFSB-290	TEE KNUCKLE	5
APT	AFSB-5	ADAPTER PLATE	5
APT	AFSB-3XST	SMALL TEE LINK	3
APT	AFSB-3-4XS	SMALL BALL LINK (4")	5
APT	AFSB-3-2XS	SMALL BALL LINK (2")	4
APT	AFSB-2XS	SMALL KNUCKLE	3
APT	AFSB-1XS	SMALL BALL BASE	8
APT	AFSB-530-B-P4	P4 ADAPTOR PLATE	3
APT	AFSB-8	18mm PROX SENSOR MOUNT	2
APT	AFSB-8XS	8mm PROX SENSOR MOUNT	2
APT	AFSB-7XS	12mm PROX SENSOR MOUNT	2
APT	AFSB-7	30mm PROX SENSOR MOUNT	2
APT	AFSB-501-M-GTR	MATROX GT/GTR MOUNTING PLATE	3
APT	AFSB-531XS-B-PP	BANNER MOUNTING PLATE	3
APT	AFSB-532-B-IVU	BANNER iVu MOUNTING PLATE	4
Accurate	PAN 1219 S1N 2438	WELD MESH BLACK 1x1 PLASTIC COATING	14
Accurate	PAN-	0.5"-0.063"/0.095"-4'x8' WELDED WIRE-BK	2
BALLUFF	BCC0H0U	CONNECTOR WITH CABLE	1
Banner	45LM5	TIMER ON-DELAY AND OFF-DELAY	1
Banner	APG30S	APERTURE KIT FOR SM30 SENSOR	2
Banner	BRT-2X2	RETROREFLECTOR, 2" X 2" SQUARE	2
Banner	BRT-THG-1-100	MICRO CORNER REFLECT TAPE 100" ROLL	1
Banner	DBQ5	DEMO POWER SUPPLY	1
Banner	FIC-M12F5	5 PIN FEMALE EURO CONNECTOR	4
Banner	MQAC-406RA	4 PIN MICRO CONNECTOR-R. ANGLE	10
Banner	MQDC1-506	6 FT QUICK DISCONNECT CABLE	5
Banner	MQDC1-515RA	5 PIN EURO STYLE 15' CABLE	1

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Banner	MQDC1-530	QUICK DISCONNECT CABLE, 30FT	4
Banner	MQDC1-530RA	5-PIN EURO STYLE	1
Banner	MQDC-406	QUICK DISCONNECT CABLE FOR MINI BEAM	1
Banner	MQDC-406	QUICK DISCONNECT CABLE FOR MINI BEAM	1
Banner	MQDC-415	4-PIN CONNECTOR CABLE, 15 FT	5
Banner	MQDC-430	4-PIN DC CABLE, 30 FEET	5
Banner	MQDC-430RA	4-PIN CONN. CABLE, 30' RIGHT-ANGLE	1
Banner	MQDC-515	15 ft. QD CABLE, STRAIGHT	15
Banner	MQDEC2-515	CABLE & CONNECTOR 5 PIN EURO QD	6
Banner	OTBVP6QD	OPTO-TOUCH QD WITH BLACK COVER	1
Banner	OTBVP6QD	OPTO-TOUCH QD WITH BLACK COVER	3
Banner	OTBVR81	MOMENTARY ACTION OPTO-TOUCH 20-30VAC/DC	1
Banner	OTBVR81QD	MOMENTARY ACTION OPTO-TOUCH 20-30V AC/DC	1
Banner	OTC-1-YW	OPTO-TOUCH FIELD COVER, YELLOW	1
Banner	Q45BB6LPQ5	POLARIZED RETRO SENSOR	1
Banner	QMT42VP6DXQ	QMT42 SERIES LONG RANGE DIFFUSE MODE	1
Banner	SM912LVAGQD	SENSOR, QUICK DISCONNECT	3
Banner	SMA91RQD	VALUBEAM RECEIVER, QUICK-DISCONNECT	1
Banner	SMB18A	18mm RIGHT ANGLE STAINLESS STEEL	20
Banner	SMB18A	18mm RIGHT ANGLE STAINLESS STEEL	2
Banner	SMB18SF	MOUNTING BRACKET	8
Banner	SMB30A	30mm RIGHT ANGLE, STAINLESS STEEL	17
Banner	SMB30A	30mm RIGHT ANGLE, STAINLESS STEEL	10
Banner	SMB30MM	MOUNTING BRACKET	11
Banner	SMB30S	30mm SWIVEL BRACKET, VALOX	118
Banner	SMB30SC	30MM SWIVEL BRACKET, VALOX	2
Banner	SMB46U	MOUNTING BRACKET	5
Banner	SM312CV2QD	MINI BEAM CONVERGENT W/QD	2
Banner	SM312LVAGQD	MINI BEAM W/ CONNECTOR	3
Banner	SM31RQD	MINIBEAM Q-D RECEIVER	1
Banner	M18SP6R	EZ-BEAM RECEIVER	1
Banner	S186EQ	S18 EMITTER 10-30VDC, Q-D	3
Banner	S18AW3DLQ	S18 AC RETRO, LIGHT OPERATE	1
Banner	S18AW3FF100Q1	F.FIELD DIFF/FAR LIMIT CUTOFF AT 100 MM	2
Banner	S18SN6FF50Q	F.FIELD DIFF/F. LIMIT CUTOFF AT 50 MM	1
Banner	S18SN6LP	POL.RET. 50MM-2M, COMPL.NPN	1
Banner	S18SP6LQ	S18 RETRO PNP O/P, Q-D	2
Banner	T18AW3DQ1	20-250VAC, DIFFUSE QD	1
Banner	T18SN6RQ	OPP. 20 M/COMPL. NPN SINKING	1
Banner	T18SP6RQ	OBSOLETE - USE T18-2VPR-L-Q8	13
Banner	T18SP6RQ	OBSOLETE - USE T18-2VPR-L-Q8	1
Banner	T306EQ	OPP. 60 m/ COMPL. NPN SINKING	1
Banner	T30AW3FF400Q1	F.FIELD DIFF/FAR. LIMIT CUTOFF AT400 MM	1
Banner	RPBA	POWER BLOCK, AC OPERATION	2
Banner	RPBR2	POWER BLOCK, V AC/DC SPDT E/M RELAY	1
Banner	RSBD	SENSOR HEAD, DIFFUSE	1
Banner	RSBLV	SENSOR HEAD, RETRO-REFLECTIVE	1
Banner	RWB4	WIRING BASE	2
Banner	SM2A30PRL	RECEIVER 24-240 VAC	1
Banner	SM30CC-306	QUICK DISCONNECT CABLE	3
Banner	SMA30PELQD	SM30 EMITTER VALOX AC/DC	4
Banner	SMA30SELQD	EMITTER SS QUICK DISCONNECT AC/DC	2
Banner	IAT23S	FIBRE OPTIC, 3 FT STAINLESS	1
Banner	IT23S	FIBRE OPTIC CABLE, INDIVIDUAL	4
Banner	IT23S	FIBRE OPTIC CABLE, INDIVIDUAL	5
Banner	IT26SM900	FIBRE OPTIC	1
Banner	ITETA1.53S	FIBRE OPTIC	5
Banner	PBCT46U	PLASTIC FIBER OPTIC ASSEMBLY	1
Banner	PDIS46UM12	EDGE-GUIDE PLASTIC FIBER OPTIC	1
Banner	MSCT-1	MINI-SCREEN TRIP CONTROL, 24V	1
Banner	SI-LS31RTD	31MM, ROTARY HINGE, PLASTIC	11
Banner	BAVM-4	RUBBER BUMPER FOR BEAM-ARRAY PACK OF 4	1

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Banner	LS4RLQ	LIGHT SCREEN RECEIVER	1
Banner	Q45UBB63DAQ	Q45 ULTRASONIC SENSOR	1
Banner	Q45ULIU64ACR	Q45 ANALOG SENSOR	1
Banner	Q45ULIU64ACRQ6	ULTRASONIC SENSOR,15-24VDC 100mm to 1.4m	1
Banner	T18VP6URQ	ULTRASONIC RECEIVER	1
Banner	BRT-3	TARGET #75 W/EYELET CLEAR	7
Banner	OTBVP6LQD	OPTO-TOUCH SWITCH	2
Banner	BRT-84	REFLECTOR	17
Banner	MQDC-506	6 ft. QD CABLE	1
Banner	STBVP6	STB SELF-CHECK, 10-30 VDC, PNP	6
Banner	Q45VR2DLQ	DIFFUSE LONG RANGE SENSOR	2
Banner	Q60BB6AF2000Q	ADJUSTABLE FIELD NPN/PNP QD	14
Banner	S30SN6RQ	S30 SERIES: RECEIVER RANGE: 60m	4
Banner	SM312LPQDP	PHOTOELECTRIC SENSOR MINI-BEAM	2
Banner	MQDEC2-506	5 PIN EURO CABLE FOR Q50 2M	2
Banner	QS18VP6AF100Q	ADJUSTABLE FIELD SENSOR PICO PNP	6
Banner	BRT-32X20AM	RETROREFLECTIVE TARGET	3
Banner	PKG6Z-9	6-WIRE PICO-TYPE QD CABLE, 30FT	2
Banner	MQDEC2-530	. PIN EURO CABLE FOR Q50 9M	14
Banner	QS18VP6AF100Q5	WORLD BEAM ADJUSTABLE FIELD SENSOR	3
Banner	FIC-M12M4A	CONN 4 PIN MALE RT ANG 12mm FI	1
Banner	RPA-C1-10	ROPE PULL ACCESS	1
Banner	SM2A312FVQD	AC FIBER VISIBLE	2
Banner	S18RW3D	DO AC DIFF COMMODITY	1
Banner	SMBQ60	MOUNTING BRACKET	2
Banner	Q40SP6R	DC PNP RECEIVER CABLED	20
Banner	Q406E	DC EMITTER CABLED	26
Banner	SM312FPMHSQD	MINI BEAM MODIFIED HIGH SPEED QD	2
Banner	QS186EQ	WORLD-BEAM EMITTER	2
Banner	QS30LDQ	LASER DIFFUSE	1
Banner	EZA-MBK-2	EZ SCREEN MS/MG STAND BRACKET KIT	1
Banner	PT400-70963	SCANNER W/HIGH TEMP.CBL MOQ 8 PCE CASCAD	3
Banner	SMBQS30LT	MOUNTING BRACKET	1
Banner	SI-LS42DMSG	SAFETY INTERLOCK	1
Banner	PKG3Z-2	CORD SET	1
Banner	USMB-1	MOUNTING HARDWARE KIT	1
Banner	SM312WQDP	MINIBEAM	4
Banner	LX3EQ	EMITTER	1
Banner	LX3RQ	RECEIVER	1
Banner	SMBQS30Y	MOUNTING BRACKET	1
Banner	QS30EX	WORLD-BEAM HIGH POWERED EMITTER	6
Banner	Q60BB6LAF2000Q	ADJ. FIXED LASER QD	6
Banner	QS18VP6RQ	QD 6IN PIGTAIL PNP	5
Banner	QS30EXQ	2 FREQ 5P EURO QD	6
Banner	QS30EXQ	2 FREQ 5P EURO QD	1
Banner	SM312CV2QDP	MINI BEAM CONVERGENT	2
Banner	QDE-825D	NON-SHIELDED EURO QD	1
Banner	QDE-825D	NON-SHIELDED EURO QD	2
Banner	MQDEC-406SS	4-PIN 6FT EURO CABLE	1
Banner	MQDEC-406SS	4-PIN 6FT EURO CABLE	4
Banner	LXS3	LENS SHIELDS 3" LX SERIES	1
Banner	QS18VP6LPQ8	QD EURO PNP	2
Banner	QS18VP6RQ8	QD.REC.EURO PNP	9
Banner	QS18VP6DBQ8	DIFFUSE EURO STYLE QD CONNECTOR	10
Banner	RP-LM40D-6	ROPE PULL	2
Banner	PPC06	CORDSET 10 COND. 2M	3
Banner	Q45AD9FPQ	PLASTIC FIBER OPTIC NAMUR 5-15 VDC	2
Banner	PKG4M-2	4 PIN THREADED PICO STYLE CABLE 2M	203
Banner	QS30LLPC	POL RTRO LO CONTRAST 2M CABLE	26
Banner	QS18VP6LDQ8	LASER DIFFUSED PNP	4
Banner	QS18VN6LDQ8	NPN 4 PIN EURO QD	4
Banner	LN30MMSS	STAINLESS STEEL JAM NUT	1

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Banner	QS18VP6LLPQ8	LASER POLAR PNP QD EURO	7
Banner	QS18VP6LLPQ8	LASER POLAR PNP QD EURO	2
Banner	IAT240SMSS	FIBER 40 FT HT (+ BANNER SETUP FEE)	2
Banner	SI-QS-M20	SAFETY INTERLOCK	50
Banner	M18GRYPQ	EZ-LIGHT 4-PIN	5
Banner	MQEAC-415	15' W/M 12 THREADS	2
Banner	M18TUP14Q-DEMO-	OBSOLETE	2
Banner	MQDEC2-415	4 COND 5M QUICK DISCONNECT CBL W/SHIELD	1
Banner	MQDC-860	60 ft. 8 PIN EURO CORDSET	1
Banner	RPA-CC2-4	ROPE PULL ACCESSORIES	1
Banner	RPA-TA1-1	ROPE PULL ACCESSORIES	2
Banner	K50LGRYPQ	EZ-LIGHT 3 COLOR GN/RD/YL	1
Banner	RPA-T1-4	ROPE PULL ACC.	2
Banner	RPA-EB1-1	ROPE PULL ACC.	2
Banner	RPA-CC1-4	ROPE PULL ACC.	2
Banner	R55F	REG MARK SENSOR 880NM IR	3
Banner	MQDEC-420SS	4 PIN EURO CABLE	1
Banner	SMBLXR	END MOUNTING BRACKET	4
Banner	QS30FF200Q	WORLD-BEAM QS30 Series: Fixed-Field	4
Banner	QS18VP6LLPQ5	6 IN PIGTAIL EURO	1
Banner	FIC-M8F3A	CONN 3 PIN FEMALE RT	2
Banner	ES-VA-5A	E-STOP & I-LOCK GUARD SAFETY MOD	5
Banner	FLTR	PRESENCEPLUS RED FILTER KIT	1
Banner	BWC-1MRSMN05	LMR100 RSMA TO N MALE	1
Banner	SMBAMS30RA	AUTOMOTIVE BRACKET	7
Banner	R55CW1Q	R55 COLOR MARK SENSOR	2
Banner	Q60BB6LAF2000Q-	DEMO: ADJ. FIXED LASER QD	3
Banner	SMBAMS18RA	AUTOMOTIVE BRACKET	1
Banner	SA-E12M30	1/2 TO M30 IN.ADAPTER	1
Banner	EZA-MBK-20	EZ SCREEN RETROFIT BRACKET TO MOUNT	2
Banner	T30GRYPQ	30MM 3 COLOR GN/RD/YL LED QD	12
Banner	SMB22A	MOUNTING BRACKET	1
Banner	QS18VN6LLPQ8	WORLD BEAM, QD EURO NPN	2
Banner	PIT615U	FIBER PIT615U ASSY	2
Banner	MQEAC-406	2M, W/M 12 THREADS,4P	4
Banner	BRT-TVHG-1X1	1" X 1" ACRYLIC SEALED REFLECTOR	1
Banner	SMBLAXU	MOUNTING BRACKET ASS'Y	1
Banner	T8LGRXPQP	BT8 SERIES EZ-LIGHT 2 COLORS	1
Banner	SMBIVURAL	LEFT MOUNT RIGHT ANGLE BRKT	1
Banner	TL50GYRQ	TOWER LIGHT 3-COLOR,18-30Vdc	1
Banner	TL50GYRQ	TOWER LIGHT 3-COLOR,18-30Vdc	2
Banner	DEE2R-550D	CABLE,15M,5 PIN,EUR DOUBLE END	12
Banner	RPA-C2-50	ROPE PULL ACCESS	2
Banner	TL50GYRAQ	TL50 TOWER LIGHT	3
Banner	SA-M30TE12	M30 TO 1/2 IN.ADAPTER	8
Banner	SSA-EBM-12L	E-STOP BUTTON METAL	1
Banner	LEDWSW	PresencePLUS 30 mm Spot Light	1
Banner	BWC-1MRSFRSB2	CABLING ANTENNA RG58	7
Banner	SMB30RAVK	30MM BRACKET ASSY	1
Banner	APQ12-4S	Q12 APERTURE BULK KIT 4MM SQUARE	1
Banner	SMBAMS70A	BRACKET KIT HIGH INTENS. AREA 70MM LIGHT	1
Banner	PD146U-LLD	ASSY PLASTIC FIBER	1
Banner	SOP-E12-150A	K50L STAND OFF PIPE	2
Banner	SOP-E12-150A	K50L STAND OFF PIPE	1
Banner	Q60BB6LAF1400Q	Q60, ADJUSTABLE FILED LASER	5
Banner	SOP-E12-900A	K50L STAND OFF PIPE	3
Banner	Q60BB6AFV1000Q	DEMO: ADJUSTABLE FIELD QD SENSOR	2
Banner	IVUC-E-415	ETHERNET CABLE,15FT	2
Banner	OTBVP6QDH	MOMENTARY ACTION BUTTON	1
Banner	QDE-830D	30' 8 PIN EURO CABLE	2
Banner	IVUC-1206	12PIN,2M CABLE	1
Banner	SI-LS42DMSIF	SAFETY INTERLOCK	3

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Banner	TM18AP6FF100Q8	EZ BEAM FIXED FIELD	7
Banner	T30UXUBQ8	T30UX ANALOG OUTPUT	1
Banner	VSM5AP6CV20Q7-	DO NOT USE	1
Banner	LMB30RA	INDICATOR LIGHT MOUNTING BRACKET	3
Banner	RPAK-CHP2-40-TA	ROPE PULL ACCESSORIES	1
Banner	IVUC-E-406	ETHERNET CABLE FOR IVU PLUS,6FT	1
Banner	PKG3M-5	5 M CABLE	14
Banner	MQDC1-506-DEMO	DEMO : 6 FT QUICK DISCONNECT CABLE	4
Banner	MQDC1-506-DEMO	DEMO : 6 FT QUICK DISCONNECT CABLE	2
Banner	MQDC1-515-DEMO	DEMO : QD CABLE FOR PICODOT SENSOR	6
Banner	MQDC-415-DEMO	DEMO : 4-PIN CONNECTOR CABLE, 15 FT	10
Banner	DX80N9X6S-P2	DX80 Perf 900MHz Node 1W IP67	8
Banner	DX80N9X6S-P2	DX80 Perf 900MHz Node 1W IP67	3
Banner	MQDEC2-506-	DEMO : 5 PIN EURO CABLE FOR Q50 2M	2
Banner	MQDC-406-DEMO	DEMO : QUICK DISCONNECT CBL F/MINI BEAM	6
Banner	QS30LDQ-DEMO	DEMO : LASER DIFFUSE	1
Banner	QS18VP6LLPQ8-	DEMO : LASER POLAR PNP QD EURO	2
Banner	BWA-UCT-900	ADAPTER CABLES	10
Banner	MQDEC2-515-	DEMO : CABLE & CONNECTOR 5 PIN EURO QD	8
Banner	K50BCLGRXPQ	BEACON EZ-LIGHT 24VDC GR/RD PNP IP69K	1
Banner	TM18VP6FF100Q5	EZBEAM,FF,BG SUPPRESSION	24
Banner	LEDUV395A70AP5-	VISION LIGHT 70mm AREA	1
Banner	QDE-1250E	M12 CABLE, 50'	1
Banner	SMB30FAM10	MOUNTING BRACKET	1
Banner	SMBLSTDLQ26	BRACKET	2
Banner	DX80N9X6S-PB2	900MHZ PB NODE 2I/O A, 2I/O D	4
Banner	SOP-E12-150AC	K50L STAND OFF PIPE	6
Banner	S18DLGXXPQP	EZ-LIGHT,DAYLIGHT VISIBLE, GREEN	2
Banner	SMBAMSRAB	QS30 RETROFIT MTG BRACKET	1
Banner	TL50HBGYRQ	TL50 TOWER LIGHT 4 COLOR IND.	1
Banner	SSA-MBK-EEC1	30MM MT HUB BRACKET RA	18
Banner	LMBWLC90PT	LIGHT MOUNTING BRACKET	2
Banner	DELPEF-53D	1M CORDSET FOR EZSCREEN LP	3
Banner	PSD-24-4	DC POWER SUPPLY - DESKTOP STYLE	1
Banner	TL50GRAQ	TL50 TOWER LIGHT 2-COLOR	3
Banner	SA-F12	MOUNTING BASE	1
Banner	SA-F12	MOUNTING BASE	1
Banner	SC26-2DE	SC26 SAFETY CONTROLLER	1
Banner	LMBWLB32MAG	BRACKET FOR WLB32	1
Banner	TL50GYRB-DON'T	DO NOT USE	1
Banner	TL50GYRBQ	TOWER LIGHT	1
Banner	TL50BLR2A	1-COLOR RED AUDIBLE INDICATOR	1
Banner	K50FLGRXPQ	K50 EZ-LIGHT 2-COLOR	8
Banner	FLX18-DM30	FLEXIBLE MTG ARM-18IN	1
Banner	XS16SI	16 PIN SAFETY INPUT MODULE	1
Banner	K50BCLXYXPQ	K50 SERIES EZ LIGHT	1
Banner	WLS28-2XW285SQ	WLS28 WORK LIGHT	1
Banner	MQDC-WDSS-0530	EURO STYLE QD 5 PIN CONNECTOR	2
Banner	MIAD9FQ	MINI BEAM NAMUR GFO	2
Banner	DX80N9X6S-PM2	PM SERIES NODE IP67	2
Banner	K50FLBXXPQ	EZ LIGHT	5
Banner	MQDC-WDSS-0515	5 PINS M12 CABLE, ABR RES, 15FT	2
Banner	K50APTGRYF2Q-	EZ-LIGHT 3-INPUT-COLOR	7
Banner	TL50BLR2	TOWER LIGHT 1-COLOR RED	2
Banner	DX80N9X2S-P5	DX80 PERF. 900MHZ NODE IP67	8
Banner	LEDBA70XD5-XQ	VISION LIGHT,70mm HI-BLUE LED	1
Banner	SG-TL70-G	TL70 LIGHT MODULE COLOR GREEN	8
Banner	B-TL70-Q5	TL70 BASE MODULE	1
Banner	B-TL70-Q5	TL70 BASE MODULE	9
Banner	TL50BGYRAQ	TOWER LIGHT 4 COLOR	3
Banner	WLS27CW145DSQ	WLS WORK LIGHT STRIP 145MM	2
Banner	B-TL70-Q5-OBS.	DUPLICATE - DO NOT USE	1

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Banner	SG-TL70-R	TL70 LIGHT MODULE COLOR RED	3
Banner	SG-TL70-Y	TL70 LIGHT MODULE COLOR YELLOW	1
Banner	TL50HGYRAOSQ	TOWER LIGHT 3 COLOR, SEALED	1
Banner	M18-3VPDL-Q8	M18-3 SERIES, RANGE: 750MM 10-30V DC	1
Banner	M18-3VPDL-Q8	M18-3 SERIES, RANGE: 750MM 10-30V DC	1
Banner	DX80P2A6S-P	2.4 GHZ GATEWAYPRO 65MW IP67	2
Banner	SA-M30	COVER ADAPTER M30 BLACK	2
Banner	MQAC2-430	MICRO STYLE CBL, 30FT	1
Banner	SG-TL70-B	TL70 LIGHT MODULE COLOR BLUE	1
Banner	ESL-41/60-FR-10	E-STOP BUTTON LEGEND FR (INDIVIDUAL)	9
Banner	B-TL70DXN9-Q8	WIRELESS MODULE 900 MHz FOR 1 TO 6	1
Banner	M18-3VPLP-Q8	NICKEL-PLATED BRASS POLARIZED RETRO SER	12
Banner	DXM100-B1R2	DXM100 CONTROLLER WITH I/O BASE	1
Banner	SMBLTFL	SS RA LTF BRACKET	4
Banner	LMBWLS27SP	BRACKET SET OF 2	10
Banner	Q45BB6DQ	Q45 DIFFUSE SENSOR	2
Banner	Q4XFKLAF110-Q8	Q4X LASER ADJ. FIELD 110MM	3
Banner	WLB32C285MQ	WORK LIGHT BAR SENSOR	1
Banner	WLB32C285MQ	WORK LIGHT BAR SENSOR	2
Banner	TL70GYRALT	TOWER LIGHT 3 COLOR BLK HOUSING	1
Banner	WLS28-	WLS28-2 WORK LIGHT STRIP	2
Banner	SG-TL70-AL	TL70 AUDIBLE MODULE	2
Banner	Q4XTBLAF100-Q8	Q4X LASER ADJUSTABLE FIELD	1
Banner	TL50HGRBYAOSC	TOWER LIGHT,4-COLOR AUDIBLE	1
Banner	K30L2RGB7	EZ BEAM SERIES RGB	2
Banner	Q4XFKLAF610-Q8	Q4X LASER ADJUSTABLE FIELD	1
Banner	Q3XTBLD200-Q8	Q3XT SERIES: LASER DIFFUSE WITH BGS	1
Banner	LMBWLS27U-MAG	BRACKET FOR WLS27	12
Banner	LTF12KC2LDQ	SENSOR	1
Banner	LTF12KC2LDQ	SENSOR	3
Banner	MAR616NX485Q	16CH.2-STICK MA RECEIVER	2
Banner	Q4XTKLAF600-Q8	Q4X LASER ADJ. FIELD SENSOR	2
Banner	WL50-2	WORK LIGHT 12-30 VDC	1
Banner	SOP-E12-900AC	K50L STAND OFF PIPE	1
Banner	WLS27CW430DSQ	WLS WORK LIGHT STRIP 430MM	6
Banner	WLS15CDW0360DS	WLS15 WORK LIGHT STRIP; DIFFUSED WINDOW	2
Banner	S18DLGRXPQ	S18 Daylight Visible EZ-LIGHT - 18 mm	4
Banner	K50UX1CRA	ULTRASONIC SENSOR	2
Banner	AG4-PCD9-5	RS4 CABLE PC RS232	1
Banner	XS2RO	SAFETY OUTPUT MODULE, 4 DUAL RELAY	1
Banner	XS2RO	SAFETY OUTPUT MODULE, 4 DUAL RELAY	2
Banner	CL50GRYAOSP	3-COLOR LIGHT,AUDIBLE	1
Banner	CL50GRYAOSP	3-COLOR LIGHT,AUDIBLE	8
Banner	QS18AP6LP-93093	WORLD BEAM QS18 SENSOR	4
Banner	SMBAMSLTFP	LE & LTF BRACKET	1
Banner	SMBAMS22P	22mm PLATE BRACKET	1
Banner	TL30BGYRXXAXQ	3-COLOR AUDIBLE,BLK HOUSING	1
Banner	SLLP23-630P88	EZ-SCREEN LS, PAIR 630MM	1
Banner	PSW-24-1	DC POWER SUPPLY,IN:100-240V,OUT:24Vdc	6
Banner	DX80DR9M-H6	MULTIHOP 900 MHz 1 W IP67	4
Banner	WLAR105X180Q	WLA Area Work Light 105X180mm	1
Banner	PIAT43UHFTA-VL	PLASTIC FIBER	4
Banner	K80AK23825QP	1-COLOR OPEN 3-POS. SWITCH	1
Banner	K50PTAMGRY3Q	K50 Pro Touch Series: 3-color RGB SENSOR	14
Banner	K50PTAMGRY3Q	K50 Pro Touch Series: 3-color RGB SENSOR	4
Banner	WLB32C1130Q	WORK LIGHT BAR,1130mm,DIFFUSE	2
Banner	SXA-815D	8-PIN FEMALE CONN. 15FT	1
Banner	SXA-815D	8-PIN FEMALE CONN. 15FT	1
Banner	SXA-MBK-1	BRACKET FOR SX5	1
Banner	SXA-MBK-1	BRACKET FOR SX5	2
Banner	SXA-MBK-1	BRACKET FOR SX5	2
Banner	K50PTCKQ	K50 PRO COMPACT TOUCH W/IO-LINK	2

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Banner	T18-2NAEL-Q8	T18-2 SERIES EMITTER LONG RANGE	7
Banner	T18-2VPRL-Q8	T18-2 SERIES RECEIVER LONG RANGE	7
Banner	K30L2RGB7Q	K30 EZ LIGHT 7 COLOR	2
Banner	K50APT2FGRYF2Q	K50 SERIES EZ LIGHT 3 COLOR	2
Banner	S22AMTSRQB7QP	S22 TOUCH 7-COLOR RGB	1
Banner	DELSE-81D	EZ-SCREEN LS CUSTOM RD DOUBLE-END CORD	2
Banner	K50PTKQ	K50 PRO TOUCH WITH O-LINK SERIES	2
Banner	K50PTKQ	K50 PRO TOUCH WITH O-LINK SERIES	4
Banner	SA-K50A18	PROTECTIVE BRACKET	2
Banner	TL30BGRXXNXQ	TOWER LIGHT 3 COLOR	6
Banner	BWA-202-D	2.4GHz ANTENNA 2dBi,18in CBL	1
Banner	SGSA-MBK-10-4	SGC SAFETY GRID MOUNTING BRACKET	6
Banner	SGSA-MBK-10-4	SGC SAFETY GRID MOUNTING BRACKET	11
Banner	K50CL2RGBKQ	K50 PRO COMPACT W/ I/O LINK (RBG)	1
Banner	SG-TL70-RGB14	TL70 Light Module; 14-color RGB	1
Banner	K50LRGYPQ	K50 EZ LIGHT 3 COLOR	1
Banner	CSB-M1250M1250-	T SPLITTER,5P FEM,5P FEM,T 5P MA.	34
Banner	BRT-2B	REFLECTIVE TARGET 61MM	1
Banner	WLS15XWW0640D	WLS15 WORK LIGHT 640MM	4
Banner	K50PTALGRY3Q	K50 PRO TOUCH 3-COLOR	5
Banner	PRO-KIT	PRO SERIES ACCESSORY KIT	1
Banner	DXM1200-B1R1	WORLD-BEAM QS30	3
Banner	LMBPTL110A45	BRACKET USE WITH PTL110, 45 DEG	2
Banner	TL50PC1UQP	TOWER LIGHT W/USB-A,MULI-COLOR	1
Banner	Q5XKLAF5000-Q8	LASER ADJ. FIELD,50 to 5000mm	2
Banner	STP-M12-806	Cordset Ethernet AdaptorEuro	1
Banner	T30SP6FF600QP-	T30 DIFFUSE 600mm,PNP,PIGTAIL	26
Banner	SMBAMS18RA-BID	AUTOMOTIVE BRACKET	44
Banner	BRT-84-BID	REFLECTOR	42
Banner	T30SP6RQ-BID	DC PNP RCVR QD	15
Banner	T30SP6LPQ-BID	Pol.ret/50mm-6m/Compl.PNP sourcing	2
Banner	QS18VP6FF100Q5-	WORLD BEAM EURO QD PIGTAIL	3
Banner	QMT42VP6DXQ-	QMT42 SERIES LONG RANGE DIFFUSE MODE	1
Banner	SM30SRLQD-BID	DC RECEIVER, QD	4
Banner	S18DLGXXPQP-	EZ-LIGHT,DAYLIGHT VISIBLE, GREEN	3
Banner	LTF12IC2LDQ-BID	LASER DIFFUSE TIME OF FLIGHT SENSOR	9
Banner	LTF12IC2LDQP-BID	LASER DIFFUSE TIME OF FLIGHT SENSOR	13
Banner	S18SP6DQ-BID	E-Z BEAM DIFFUSE SENSOR W/QD	2
Banner	STP-M12D-415	M12 D-CODE TO RJ45 ETHERNET 15FT	1
Banner	DQ12AP6FF50Q3	FIXED-FIELD 50mm,OUT:LO1-PNP	2
Banner	SMI30AN6RQ	INTRINSICALLY SAFE BARREL SENSOR	1
Banner	SMI306EBQ	INTRINSICALLY SAFE BARREL SENSOR	2
Banner	BWA-BK-013	QM30VT SS BRACKET	2
Banner	SG-TL70-GYR	LIGHT MOD.GREEN,YELLOW,RED	3
Banner	WLS27CWGRXX30	-S24Q) MULTICOLOR LIGHT STRIP	1
Banner	WLS27CWGRXX30	-S24Q) MULTICOLOR LIGHT STRIP	1
Banner	LTF12KC2LDQ-BID	SENSOR	13
Banner	WLS27CGR-	DUAL COLOR LIGHT 1130mm CASCADABLE	2
Banner	WLS27PXRGBW430	WLS27 Pro Light Strip,430mm	1
Banner	K30LWXXPPB2Q	K30L 1-COLOUR INDICATOR, WHITE	2
Banner	TL50BGRQ-POW	TOWER LIGHT,4-COLOR INDICATOR	1
Banner	TL50GYRQ-POW	TOWER LIGHT 3-COLOR,18-30Vdc	1
Banner	TL50GRAQ-POW	TL50 TOWER LIGHT 2-COLOR	3
Banner	BRT-40X20C09	REFLECTOR	4
Banner	PSB4MK-24-06	POWER SUPPLY UP TO 70 DEG CELSIUS	20
Banner	TL30BGRXXNXQ	TL30 TOWER LIGHT 3 COLOR	1
Banner	CSB-M1250M1250-	ID) T SPLITTER,5P FEM,5P FEM,T 5P MA.	34
Banner	QS18VN6LAFQPM	QS18 LASER ADJUSTEMENT	1
Banner	LEDIA70XD5-XQ	VISION LIGHT, 70mm AREA	2
Banner	IF220SM900	HIGH TEMPERATURE FIBER OPTICS	14
Banner	Q5XKULAF3000-Q8	Q5X SERIES LASER ADJ. 3000MM	1
Banner	CSB-M1251M1251	EURO STYLE QD SPLITTER CABLE	1

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Vendor Name	Item #	Item Description	Quantité
Banner	LX3RQ-DOU	RECEIVER	7
Banner	LX3EQ-DOU	EMITTER	3
Banner	Q26NXLPQ7-SYN	Q26 LEAR OBJECT SENSOR	15
Banner	Q12AB6FF50-SYN	FIXED FIELD LO CABLE	43
Banner	QS18VN6LLPQ7-	LASER RETRO SENSOR	3
Banner	QS18VN6AF100-	SENSOR BACKGROUND SUPP. 100MM NPN	1
Banner	QS30LLPC804425-	POL RTRO LO CONTRAST 2M CABLE	22
Banner	BRT-30X20M-SYN	THIN PROFILE RECTANGLE MICROPRISM REFLEC	30
Banner	S186EQ-DOU	S18 EMITTER 10-30VDC, Q-D	4
Banner	SMB18SF-DOU	MOUNTING BRACKET	2
Banner	S18SN6R-DOU	S18 SERIES RECEIVER, NPN O/P	2
Banner	SX5-M10	SX5 SERIES SAFETY LASER SCANNER	1
Banner	WLS28-	WLS28-2 Work Light Strip	2
Banner	S22AMTSRXDQ	S22 TOUCH 1-COLOR RGB,M12 CONN.	1
Banner	K50APTGX	K50 Series EZ-LIGHT: 1-Color Touch Senso	10
Banner	LX3EQ-BID	EMITTER	4
Banner	TL50BRYGAOSQ]	TOWER LIGHT 4-COLOR AUDIBLE	1
Banner	SX5-R	SX5 Series Safety Laser Scanner	1
Banner	SXA-DEE2M-810F	Cordset A-Code M12 to A-Code M12	1
Banner	K50PTCKAQ	K50 Pro Compact Touch with IO-Link	1
Banner	SMBFLXMAGD	MAGNET MOUNT KIT	1
Banner	TL50BYGRQ	Tower Light, 4-Color Indicator	3
Banner	QS30RRX	WORLD-BEAM QS30 Series,Range: 213 m	6
Banner	DX80N9Q45UAA	Wireless Q45 w/ UltraSonic Sensor	2
Banner	WLS15XDW0640DS	WORK LIGHT 640mm	5
Banner	SXI-CATM1ATT-	AT&T 4G LTE CAT M1 North America Only	1
Banner	BWA-BK-006	BRACKET K50U SENSOR WIRELESS Q45U	2
Banner	BWA-QM30-FMSS	Mounting Bracket for QM30VT - Flat	2
Banner	WLS27PXRGBW285	PRO LIGHT STRIP 285 MM	1
Banner	QS30LLPC815574-	POL RTRO LO CONTRAST 2M CABLE V3	30
Banner	WLS27XWW570DS	BANNER PICK-TO-LIGHT SERIES	1
Banner	DX80N9Q45DPSD-	WIRELESS Q56 900 MHz NODE M12 QD	1
Banner	DX80N9Q45CT	WIRELESS Q45900 MHz NODE 1W 1M	1
Banner	Q20KAF200Q5	BANNER STANDARD GLOBAL HOUSINF	4
Banner	K50L2RGBKA1Q	K50 Pro with IO-Link Series:	6
Banner	K50PTAMGRY3QP	K50 Pro Touch Series: 3-Color	2
Banner	K50PBLRGB7Q	K50 Pro Series: Beacon Light;7-colo	1
Banner	BCD-M12DM-	Cordset D-CodeM12 to D-CodeM12 (813958)	1
Banner	QS30ARXQ-JD	LO BI-POLAR2 FREQ	1
Banner	SM2A30SRLQDB-	RECEIVER SS QUICK DISCONNECT	1
Banner	R95-8M125-M125Q-	8-PORT JUNCTION BOX	2
Banner	T30R-1515-LKIQ	T30R LONG RANGE RADAR SENSOR	3
Bayside	NE42-003	GEARBOX 3:1 RATIO	1
Bayside	PX90-005	5:1 RATIO STEALTH PX GEARHEAD FOR KO	1
Bayside	PS180-010-	REFURBISHED GEARBOX W/MT180-010-004	1
Bayside	PX115-007-	REFURBISH GEARBOX 7:1 W/ MTG:MX115-011	1
Bedrock	BROSAR10-DEMO	SECURE UNIVERSAL 10CH REMOTE CONTROLLER	1
Bodine	453	GEARMOTOR TYPE 34R4BFCI-Z2	2
Bodine	624	GEARMOTOR 42R4BFCI-5L	2
Bodine	855	CONTROLLER, ENCASED	1
Bodine	895	IP44 SEAL KIT	1
Bodine	980	L-BRACKET FOR TYPE 34R G-MOTOR	1
Bodine	990	L-BRACKET KIT	1
Bodine	2991	AC INVERTER, 115VAC	1
Bodine	3373	DC MOTOR	2
Bodine	N3375	GEARMOTOR (NC/NR)	1
Bodine	3921	BRUSHLESS CONTROL	1
Bodine	6128	MOTOR TYPE 32A4BEPM-5R	1
Bodine	6652	TYPE 32A5BEPM-W2 BODINE MOTOR	2
Bodine	14901024	ARMATURE FOR TYPE 42A	1
Bodine	23800002	GEAR	1
Bodine	26801008	GEAR AND PINION	2

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Vendor Name	Item #	Item Description	Quantité
Bodine	26822039	GEAR AND PINION, 42/14	1
Bodine	33800004	REAR ENDSHIELD FOR MOTOR # 184	1
Bodine	33801012	END SHIELD	4
Bodine	41800028	BRUSH OLDER KIT	2
Bodine	44370519	RESISTOR 5.1/130	2
Bodine	49200003	BRUSHES	36
Bodine	49200013	BRUSH FOR 1113 GEARMOTOR	9
Bodine	49200047	BRUSH FOR TYPE 32D5BEPM-5F	2
Bodine	49400028	CAPACITOR	14
Bodine	49400075	CAPACITOR	1
Bodine	49400076	CAPACITOR, 3.5MFD/250V	7
Bodine	49400079	CAPACITOR	1
Bodine	49401006	CAPACITOR	37
Bodine	49424647	RUBBER BOOT	1
Bodine	49500067	CLIP, BRUSH HOLDER	290
Bodine	54105103	SET SCREW FOR GEAR ASSY	64
Bodine	57400007	SPRING	10
Bodine	59300005	O RING	4
Bodine	642	GEARMOTOR	4
Bodine	23800031-	DO NOT USE	1
Bodine	1984	TERMINAL BOX (NC/NR)	2
Bodine	776	PARALLEL SHAFT AC GEARMOTOR	1
Bodine	49100010	CORD	4
Bodine	2982	AC MOTOR SPEED CONTROL	1
Bodine	1969	L BRACKET FOR METRIC MOTORS	2
Bodine	1034	MOTOR	3
Bodine	1451	34R-Z AC GEARMOTOR	1
CGI	023VPX0100-	GEARHEAD 10:1 RATIO,3/8"	43
CGI	023VPX0250-	GEARHEAD 25:1 RATIO,3/8"	14
Mixed	CBMS-050	BRAKE CABLE, 50 FT	1
Mixed	CMDS-005	MOTOR POWER CABLE, 5 FT	1
Mixed	SIBAAA0200	FEEDBACK CABLE 20 M	5
Mixed	SKCD200220	COMMANDER SKC AC DRIVE; 230 VAC	1
Mixed	SK2201	COMMANDER SKA,5 HP,230 VAC	1
Mixed	SKB1100110	COMMANDER SK 1.5HP	1
Mixed	SK3507	COMMANDER SK 575VAC 25HP	1
Mixed	SK2203	COMMANDER SK 10 HP, 230VAC	1
Mixed	DBR-0200-03000-	DB RESISTOR,20 OHMS,3000W	2
Mixed	LRM007A6-C	LINE REACTOR, CHASIS	2
Mixed	SIBAAA0100	FEEDBACK CBL 10M	6
Mixed	SK-NEMA1-KIT-C	NEMA1 KIT W/CABLE GLAND + COVER	3
Mixed	LRM004A8-C	LOAD REACTOR	1
Mixed	3701-500090	FUSE 70A, 500V SHAWMUT A50QS70-4	6
Mixed	CTVUE-304KE	OPERATOR INTERFACE, 4.3",COLOR, TOUCH	2
Mixed	095U2A200BACAA	-40) UNIMOTOR FM	1
Mixed	QMP550A4R	QUANTUM MP 150HP	1
Mixed	M300-	-01AB100) UNIDRIVE	2
Mixed	M200-05400270-	-A10101AB100) USED UNIDRIVE M200	1
Mixed	MBBAAA0030	POWER 3M CABLE W/BRAKE	1
Mixed	M700-	-01AB100) UNIDRIVE M700	2
Mixed	M300-	-01AB100) M300 UNIDRIVE	2
Mixed	HYBADA0050	PWR,BRAKE,SIGNAL CBL 5M	1
Mixed	089EDA300DAFFC	UNIMOTOR HD,230VAC,3000RPM	1
Contrinex	DW-AD-703-M12	ALL METAL PROX FLUSH PNP/NO	1
Contrinex	DW-AD-617-C60	AC/DC NO 2-WIRE 60X80	6
Contrinex	DW-AD-714-M18	ALL-METAL PROX NON-FLUSH PNP/NC	4
Contrinex	DW-AS-711-M18-	ALL-METAL NON-FLUSH NPN/NO QD	4
Contrinex	DW-AD-503-M18	LONG-DISTANCE FLUSH PROX PNP/NO	5
Contrinex	DW-AD-514-M12	LONG-DISTANCE NON-FLUSH PNP/NC	1
Contrinex	DW-AD-514-M18	LONG-DISTANCE NON-FLUSH PNP/NC	16
Contrinex	DW-AD-613-M30	INDUCTIVE PROX NON-FLUSH PNP/NO	2
Contrinex	DW-AS-607-M18-	INDUCTIVE FLUSH AC/DC N.O. QD	2

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Vendor Name	Item #	Item Description	Quantité
Contrinex	DW-AS-703-M12	ALL METAL PROX FLUSH PNP/NO QD	8
Contrinex	DW-AD-713-M12	PROX M12 PNP NO NON FLUSH SSTEEL 10mm	3
Contrinex	DW-AD-503-P20	LONG-DISTANCE FLUSH PROX PNP/NO	2
Contrinex	DW-AS-509-M18-	ANALOG OUTPUT INDUCTIVE QD PROX	1
Contrinex	DW-AS-604-M18-	INDUCTIVE PROX FLUSH PNP/NC QD	10
Contrinex	DW-AD-623-03	INCREASED DISTANCE 3MM PNP/NO	2
Contrinex	S12-3FVW-020-015	S12 3P NO/NC TYPE 8 PVC 2M CABLE	8
Contrinex	S12-4FVG-100	4-PIN PVC 10M CABLE	1
Contrinex	DW-AS-623-M12	4MM PNP NO M12	5
Contrinex	S08-4FVG-020	2 METRE CABLE	4
Contrinex	DW-AV-623-M4-276	LONG DISTANCE FLUSH PROX. PNP/NO QD	1
Contrinex	DW-AZ-100-D3	AMPLI FOR DC SENSORS, D3 SUPPLY 24VDC	1
Contrinex	ASU-0001-040	MOUNTING BRACKET	3
Contrinex	DW-AS-624-M5	INDUCTIVE PROX M5 N.C.	10
Contrinex	DW-AS-703-M8-001	M8 700 SERIES PNP,NO,SHIELDED	17
Contrinex	DW-AD-603-M8-121	PNP N.O. M8 2 M CABLE 1.5 DECT	28
Contrinex	LTK-3031-303	PHOTO ELECTRIC SENSOR	1
Contrinex	ASU-0001-080	BASE FOR PROXIMITY SWITCH	3
Contrinex	ASU-0001-120	BASE FOR PROXIMITY SWITCH	15
Contrinex	DW-AS-514-M30-	IND PROX XR M30 NC/PNP	2
Contrinex	DW-AS-511-M18	INDUCTIVE PROXIMITY SWITCH	3
Contrinex	ASU-2000-000	MOUNTING BRACKET	5
Contrinex	DW-LS-703-M18-	PNP FERM; S12	4
Contrinex	S08-4FVG-100	S8 4 PIN PVC STRAIGHT CABLE, 10M	17
Contrinex	DW-LS-703-M12	INDUCTIVE PROXIMITY SWITCH	2
Contrinex	DW-AV-623-03-276	3mm, FLUSH, PNP/NO, SS, S8 CON.	1
Contrinex	DW-AD-624-M8-120	CONTRINEX INDUCTIVE PROX.	4
Contrinex	DW-LS-703-M30-	INDUCTIVE PROXIMITY SWITCH	1
Contrinex	S12-4FVG-100-	CABLE	4
Contrinex	DW-AS-623-C8-001	PROXIMITY SWITCH S8 CONNECTOR	2
Contrinex	DW-LS-704-M30-	PROXIMITY SENSOR	1
Contrinex	DW-AS-509-M12-	INDUCTIVE PROX M12	1
Contrinex	S08-4FUW-050	PUR CABLE,RA,5M,M8,4 POLE	5
Contrinex	S13-3FUG-050	PUR CABLE 5 M	4
Contrinex	DW-AD-622-M5	PROXIMITY SENSOR	2
Contrinex	DW-AD-602-M4	INDUCTIVE SENSOR 0.6MM	10
Contrinex	RTP-0263-020	RFID TRANSPONDER	2
Contrinex	DW-DS-615-M18-	INDUCTIVE SENSOR	1
Contrinex	S08-4FUW-020-	M8 4 PIN 90 DEG CABLE	1
Dalsa	A-BVS-E8S-5	ETHERNET CORDSET(M12/RJ45) 5m SHIELDED	1
Dalsa	A-BVS-LCG-45	GLASS COVER 45mm	1
Dalsa	A-LEN-FUJ-16	16mm PERFORMANCE LENS	2
Dalsa	A-LEN-KOWA-4	4MM PERFORMANCE LENS	2
Dalsa	A-LEN-FUJ-6	FUJINON PERFORMANCE LENS, 6mm	1
Dalsa	A-LEN-FUJ-50	PERFORMANCE LENS, 50MM	1
Dalsa	A-BVS-RL130-W	130mm WHITE RING LIGHT	1
Dalsa	A-CAM-G3GM11-	GENIE NANO 1920 MONO	1
Dalsa	A-CAB-G3-IO-0	3m GENIE NANO I/O OPEN-ENDED CABLE	1
Dalsa	A-CAB-LN-IO-5	LINEA GIGE I/O CABLE 5M	2
Dalsa	A-BVS2-E8S-10	BOA2 ETHERNET CBL 10M	2
Dalsa	A-BVS2-IO12S-10	10M I/O CABLE	2
NOT USED	SEDEMO	COMMANDER SE DEMO KIT	1
Desno	410611-0070	ENCODER BACKUP BATTERY (PACK OF 3)	2
DES	ODS1150-	-/HT) MEASUREMENT LASER CLASS 3R	1
DES	AL-WAKS12-2/S370	12-PINS,M12,2 METERS	1
Doosan	M91001	MOBILE BASE (0041895-00)	1
Doosan	DIRECT CNTL	DIRECT CONTROL UNITS (FIXED) 0041895-00	1
Doosan	DIRECT CNTL	DIRECT CONTROL UNITS (FIXED) 0041895-00	2
Doosan	COCKPIT+FTS	COCKPIT (DIRECT TEACHING UNIT) W/FTS	2
Doosan	COCKPIT	COCKPIT (DIRECT TEACHING UNIT) NO/FTS	1
Doosan	COCKPIT	COCKPIT (DIRECT TEACHING UNIT) NO/FTS	1
Doosan	H2017	ROBOT SYSTEM	1

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Vendor Name	Item #	Item Description	Quantité
Doosan	A020018	DRESS PACK FOR H SERIES	1
Doosan	A020018	DRESS PACK FOR H SERIES	5
Doosan	A0912-	TEACH PENDANT A0912	2
Doosan	A030017	WATER JACKET FOR H-SERIES	1
Doosan	R1-H2017-N120	ROBOT ARM, Navy W/out Cockpit Ste. C. TP	3
Doosan	E006-TPPKG-	TEACH PENDANT FOR AC CONTROLER	2
Efactor	IA5054	PROX. SWITCH 20MM DIA.,PLASTIC	7
Efactor	IB5072	3 WIRE DC NEG. SW. N.O. PROXIMITY SWITCH	3
Efactor	II0270	PROXIMITY SWITCH	1
Efactor	II5829	PROXIMITY SWITCH	1
Efactor	IM0013	PROXIMITY SWITCH	1
Efactor	IN0097	2-WIRE AC N.O. PROXIMITY SWITCH	1
Efactor	IN5186	PROXIMITY SWITCH, N.C	1
Efactor	IS0003	PROX.SW. 2MM RANGE, 2-WIRE AC/DC N.O.	1
Efactor	L31000	LUMBERG CABLE, 6 FT	4
Efactor	W80510	TORSON-STYLE CONNECTOR, 5 M	1
Efactor	KI0202	NOISE IMMUNE CAPACITIVE, N.O	1
Efactor	E20054	FIBER FOR OKF AMOLIFIERS	1
Efactor	E40106	FLOW MONITOR ADAPTER	8
Efactor	OI0008	PHOTO SENSOR	2
Efactor	PA3221	PRESSURE SWITCH	1
Efactor	E20005	REFLECTOR, 80 MM DIAMETER	1
Efactor	E18026	MICRO AC 5WIRE CABLE ASSEMBLY	5
Efactor	IGS209	INDUCTIVE PROXIMITY SWITCH	1
Efactor	IG0112	INDUCTIVE PROX SWITCH AC/DC	2
Efactor	IIT202	PROXIMITY SWITCH	2
Efactor	E18002	QUICK DISCONNECT CABLE, 5 METRE	1
Efactor	E18202	10M CABLE	1
Efactor	PF2057	SANITARY PRESSURE SENSOR	1
Efactor	E18018	10 METER CABLE WAHDOWN RIGHT ANGLE	1
Efactor	IF5508	PROXIMITY SWITCH	6
Efactor	PN7229	PN VACUUM SENSOR ¼" NPT DC PNP	2
Efactor	KI0207	CAPACITIVE PROXIMITY SWITCH	3
Efactor	E11534	MOUNTING CLIP	100
Efactor	OA0102	THROUGH-BEAM SENSOR	1
Efactor	O1D100	OPTICAL DISTANCE SENSOR	1
Efactor	E20712	DIFFUSE REFLECTION SENSOR	2
Efactor	IM0053	PROXIMITY SWITCH	8
Efactor	E21079	ADAPTER	3
Efactor	KG5041	PLASTIC THREAD M18X1 TERMINALS	2
Efactor	LK1022	LEVELTRAK SNSR NO/NC 195MM	1
Efactor	EVC002	4-WIRE MICRO DC CORDSET, STRAIGHT 5M	21
Efactor	EVC003	SOCKET FOR M12 CONNECTOR	3
Efactor	AC1216	AS-I POWER SUPPLY 115/230 V AC	2
Efactor	E11250	PUR CABLE 5M	5
Efactor	SI5004	FLOW TRANSMITTER	2
Efactor	AC5249	CLASSILINE,AIRBOX	3
Efactor	MK5310	CYLINDER SENSOR	1
Efactor	MK5111	CYLINDER SENSOR	2
Efactor	AC5208	ACTIVE CLASSICLINE MODULE,4-OUT	1
Efactor	AC2041	AIRBOX 2X2 IN/2 PO	1
Efactor	E43004	MOUNTING ADAPTOR	3
Efactor	IIS211	INDUCTIVE SENSOR	2
Efactor	EVC010	JUMPER CABLE M12 STRAIGHT	2
Efactor	EVM014	CABLE 5PIN,CONN.M12, 25M	4
Efactor	EVT065	PVC CABLE,30M	9
Efactor	GI505S	FAIL SAFE INDUCTIVE SENSOR	2
Efactor	E18025	M12 CONNECTOR	6
Efactor	IM5119	INDUCTIVE SENSOR	4
Efactor	MFS211	MAGNETIC SENSOR	1
Efactor	E21137	IND ETHERNET CBL,10M	4
Efactor	TP9237	MEASURED SIGNAL CONVERTER	27

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Efector	IFS244	INDUCTIVE SENSOR	20
Efector	E75232	SILENCER	10
Efector	KD5044	CAPACITIVE SENSOR	2
Efector	EVC044	CABLE WITH CONNECTOR	2
Efector	US0049	G1-1.5" TRICLAMP	1
Efector	TS2269	TEMPERATURE SENSOR	20
Efector	IG5667	INDUCTIVE SENSOR	1
Efector	E43205	LR PROBE 700mm	2
Efector	E12166	CONNECTING CABLE W/SOCKET	4
Efector	PV7604	PRESSURE SWITCH,7.5-145 PSI	1
Efector	EVC812	M12 CONNECTOR	3
Efector	EVC816	WIREABLE PLUG, M12 MALE	3
Efector	EVC814	WIREABLE SOCKET CABLE	2
Efector	IIS284	INDUCTIVE SENSOR	2
Efector	TA2212	TEMPERATURE SENSOR	3
Efector	IG5953	INDUCTIVE SENSOR	1
Efector	IIS236	Détecteur inductif	38
Efector	PN2297	PRESSURE SENSOR	1
Efector	E18405	CONNECTING CABLE WITH SOCKET	21
Efector	EVC199	CONNECTING CABLE WITH SOCKET	1
Efector	E43333	COAXIAL PIPE FOR LEVEL SENSORS	2
Efector	O5D150	PHOTOELECTRIC DISTANCE SENSOR	1
Efector	ZZ2720	LW2720 STARTER KIT	1
Efector	LK7022	LEVEL SENSOR	2
Mixed	MCACM225-19MM-	ALUMINIUM FLEXIBLE COUPLING	2
Mixed	AT0150C625C625	FLEXIBLE COUPLING	5
Mixed	PBC28/M25/B	FITTING SWIVEL EXT THREAD	2
Mixed	SB20/M20/A	STEEL FITTINGS	4
Mixed	PK21/M20/A	M20 FITTING FOR PK TYPE	4
Mixed	B/M20/90	M20 BRASS 90 degree ELBOW	2
Mixed	17HD3802-02	STEPPER MOTOR	30
Mixed	SPLB16/M20/A	ADAPTA FLEX CONNECTOR	4
Mixed	SPLB25/M25/A	ADAPTA FLEX CONNECTOR	4
Mixed	10159826	DIN RAIL TS35	5
Mixed	330402	CABLE INTERFACE MODULE (DO)	1
Mixed	330401	CABLE INTERFACE MODULE (DO)	1
Mixed	330400	CABLE INTERFACE MODULE	1
Mixed	930058	M8 T-NUT	15
Mixed	GMA5R	FUSIBLE VERRE F.A. 5X20mm	18
Mixed	LK4DU3CN	DISC SW NO FUSE 600V 30A	15
Mixed	USM1	FERRAZ FUSE HOLDER 1P	2
Mixed	3YLN-06	MOTOR CABLE CHOKE 6A	8
Mixed	367-1139-ND	CONN. BACKSHELL DB9 PLASTIC	98
Mixed	209MER-ND	CONN. DSUB PLUG 9POS STR SLDR CUP	47
Mixed	HT3204	HI-TEMP VORTEX TUBE	1
Mixed	RI-1526010	KL1526 TERMINAL BOX STAINLESS	3
Mixed	RI-1567700	KL1567 MOUNTING PLATE	2
Mixed	A98380-ND	TERM BLOCK PLUG 3POS STR 3.81MM	78
Mixed	A98382-ND	TERM BLOCK PLUG 5POS STR 3.81MM	48
Mixed	EFFI-FD-200-30000-	-058-POL) EFFI FLAT DOME 300x200 mm, POL	1
Mixed	DBR-0600-01500-	DB RESISTOR	8
Mixed	4464K561	LO-PRESSURE 302 SS PLUG	6
Mixed	532448	LINEAR ACT DGC-32-508-KF-PPV-A	1
Mixed	IK-	IKORE SYSTEM c/w 1 TRANSMITTER VAC	1
Mixed	1582-1281-ND	MEM CARD SD 2GB SLC	2
Mixed	SLK1008-CDA	FIBER OPTIC CABLE	1
Mixed	OXF10X500	TIGE 10x500MM	1
Mixed	IK-	IKORE SYSTEM c/w 2 TRANSMITTER VAC	3
Mixed	NC10FXX-14-B	XLR FEMALE CONN.10 CONTACTS	6
Mixed	NC10MXX-14-B	XLR MALE CONN.10 CONTACTS	4
Mixed	CSD16168LG	PANNEAU 400x400x200	1
Mixed	70636243	RS PRO NICKEL PLATED BRASS LOCKNUT	7

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Mixed	38K7492	DUST CAP/COVER, X SERIES CONNECTOR	12
Mixed	NC4MXX	XLR AUDIO CONNECTOR, PLUG, 4, METAL BODY	10
Mixed	PL032-S17	SLIP-MOUNTED LINEAR POLARIZER	4
Mixed	ROT-14806	CBL FOR LSVG,10awg,4C. W/LUGS	4
Mixed	CSD16128	WALL MOUNT TYPE 4/12 ENCLOSURE	1
Mixed	CP1612	BACKPLATE FOR ELECTRICAL CABINET	1
Mixed	PAN-	1"x1" PVC - WIREMESH	6
Mixed	92510A786	ALU.UNTHREAD SPACER 5/8,OD 1"	7
Mixed	6042K86	ZINC PLATEED IRON KNURLED GRIP	6
Mixed	TCL 1216 5MP	5MP LENSES	2
Mixed	ST005PCN75	CONDUCTIVE TAPE, 85ft	1
Mixed	HW4B-M1F20-S	PUSH BUTTON BLUE 2 N.O.	1
Mixed	PS5R-VC24	POWER SUPPLY 30W 24VDC DIN	1
Mixed	RIB FOR RISE	3/16" HR STEEL RIB FOR RISER	4
Mixed	CA-USB31-AC-	3M USB 3.1 IND.CBL WITH LOCK	1
Mixed	CA-X2-HIR-OE/3	3M TRIGGER I/O IND. CABLE	1
Mixed	98004-MIDOPT	FILTER	72
Mixed	PAN-	CLEAR POLYCARBONATE, 4.5MM	1
Mixed	ALL INCLUSIVE	HOMBERGER ALL INCLUSIVE PACK	1
Mixed	C0-01AC	CLICK AC power supply	1
Mixed	C0-12DD2E-D	CLICK Ethernet Analog PLC	1
Mixed	C0-16NE3	CLICK discrete input module, 16-point	1
Mixed	C0-16TD2	CLICK discrete output module	1
Mixed	6ES7-211-	PLC S7-1200	1
Mixed	DMK 33UX183	USB 3.0 MONOCHROME INDUSTRIAL CAMERA	1
Mixed	9000-11112-1962020	MPARRO67 POWER SUPPLY 1-PHASE	3
Mixed	8476K12	BOROSILICATE GLASS 2x2x1/8"	3
Mixed	EFFI-RING-000-KIT	EFFI-RING-000-KIT	13
Mixed	P3-01AC	POWER SUPPLY 100 TO 240 VAC	1
Mixed	P3-03B	PRODUCTIVITY3000 I/O BASE 3 SLOTS	1
Mixed	7000-12221-6340100	M12 FEMALE 1M 4 PIN	120
Mixed	23-026	Enclosure	1
Mixed	EFFC-CAB-M12FM-	-DD-L5) 5 M M12 FEMALE TO MALE 5 PINS	2
Mixed	IVUTGPR12	IMAGE SENSOR RED RING LIGHT 12 mm LENS	1
Mixed	ESSP423012	PANEL 42X30X12 FLOOR MOUNTING	1
Mixed	EFFI-BL-200-300000	BACKLITE BLANC 200CM 300MM	1
Ewon	FLX3101	WAN 10/100 EXT CARD	1
Ewon	FLX3101	WAN 10/100 EXT CARD	1
Ewon	FLB3202	3G+ GSM EXT CARD	2
Ewon	FLB3271	FLEXY CARD WIFI	3
Ewon	FAC90501 0100	OBSOLTED REPL. BY FAC91201 0000	1
Ewon	FAC90501 0000	FLEXY PENTABAND ANTENNA	2
Ewon	FLEXY20500	COMPACT FLEXY 4X10/100ETH	7
Ewon	FLEXY20500	COMPACT FLEXY 4X10/100ETH	1
Ewon	FAC90901 0100	OBSOLETE REPLACED BY FAC91201 0000	1
Ewon	FAC90901 0000	ANTENNA 4G HINGED SMA NO CABLE	1
Ewon	ZW40205	ZIPIT CELLULAR SIM FOR AT&T	4
Ewon	FLB3208 00	Flexy Card Cellular 4G, requires antenna	1
Fortress	CLK-SUS	KEYS FOR CL LOCK (NC/NR)	4
Fortress	MLK-SUCS-R	ML KEY SS UNI-DIR STD RED SEAL (NC/NR)	1
Fortress	MLK-SUCS-B	ML KEY SS UNI-DIRECTIONAL (NC/NR)	1
Fortress	EI2	LEFT HANDLE, W/ INTERNAL RELEASE (NC/NR)	2
Fortress	TAH	HINGED ACTUATOR (NC/NR)	1
Fortress	TKS	KEY STD (NC/NR)	2
Fortress	TKS	KEY STD (NC/NR)	1
Fortress	TKS	KEY STD (NC/NR)	2
Fortress	TKS	KEY STD (NC/NR)	1
Fortress	TKS	KEY STD (NC/NR)	1
Fortress	TKS	KEY STD (NC/NR)	1
Fortress	TKS	KEY STD (NC/NR)	12
Fortress	S959284	SHORTLOK LID ASSY (RED) W/KEY (NC/NR)	20
Fortress	TA2T6SL861	AMGUARD PRO ASSEMBLY (NC/NR)	2

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Fortress	CABLE-10M-TQ5	CABLE 10M (NC/NR)	4
Fortress	PLDC	PAD LOCK DUST COVER (NC/NR)	2
Fortress	CABLE-5M-D7	CABLE 5M (NC/NR)	2
Fortress	E	AMGARD PRO PART - E-STOP TWIST (NC/NR)	2
Fortress	BK0+T02968D500X	YELLOW BOX MOUNTED KEY (NC/NR)	1
Fortress	CABLE-20M-D7	CABLE 20M (NC/NR)	1
Fortress	CABLE-5M-D1	CABLE 5M (NC/NR)	12
Fortress	EF4-054E	AMGUARD PRO HANDLE RIGHT (NC/NR)	1
Fortress	SR411	SHORT LOK RELEASE (NC/NR)	1
Fortress	TWE	TGARD NAMEPLATE (NC/NR)	4
Fortress	TWE	TGARD NAMEPLATE (NC/NR)	2
Fortress	TWE	TGARD NAMEPLATE (NC/NR)	2
Fortress	TWE	TGARD NAMEPLATE (NC/NR)	1
Fortress	CABLE-5M-F2	CABLE 5M (NC/NR)	4
Fortress	MA4	AMGARD PRO RIGHT AM HANDLE (NC/NR)	3
Fortress	THFSMDUQ5	HEAD & FIXED ACTUATOR (NC/NR)	2
Fortress	EF2-054E	AMGUARD PRO HANDLE LEFT (NC/NR)	2
Fortress	B	BLUE ILLUMINATED PUSH BUTTON (NC/NR)	20
Fortress	CABLE-20M-TQ5	CORDSET M23,12P,20M (NC/NR)	2
Fortress	MA2	AMGARD AM HANDLE LEFT (NC/NR)	1
Fortress	THHRZGNSMELE	E-STOP;SEL 3 POS;M23; VAR IR (NC/NR)	2
Fortress	DD7	AMGUARD PRO (NC/NR)	1
Fortress	THFSSEUQM	TGARD (NC/NR)	2
Fortress	CABLE-5M-TQM	CABLE (NC/NR)	10
Fortress	THERZGNSMELQ5	TGARD ACTUATOR ASSY (NC/NR)	1
Fortress	BK02T03454D300	AMGARD PRO (NC/NR)	4
Fortress	EI2A6SR411T411D7	-700MPB1) AMGARD PRO (NC/NR)	4
Fortress	EI2I6LR411L0URB	-T03744-D6D6)LEFT REL. HANDLE (NC/NR)	1
Fortress	CABLE-20M-D8	CABLE 20M (NC/NR)	1
Fortress	MLK-SUCS-L	MASTERABLE KEY GREEN (NC/NR)	1
Fortress	BM1-1-0-CLIN-A-00-	-6-022) SAFETY INTERLOCK ASSY (NC/NR)	4
Fortress	KC2000PRO	AMGARD LEFT H&T ACTUATOR (NC/NR)	1
Fortress	MLK-SUCS-Y	YELLOW KEY (NC/NR)	15
Fortress	MLK-SUCS-Y	YELLOW KEY (NC/NR)	2
Fortress	CLK-SUCS-L	STANDARD KEY (NC/NR)	6
Fortress	CLK-SUSS	STANDARD KEY (NC/NR)	2
Fortress	DMSK1-1-0-CLSS-	DOOR MODULE (NC/NR)	2
Fortress	GT2	LEFT HANDED ACTUATOR (NC/NR)	1
Fortress	CABLE-20M-D1	20 METERS CABLE FOR D1 CONN. (NC/NR)	1
Fortress	CLK-SUCS-YRB	MGARD STANDARD KEY (NC/NR)	4
Fortress	NO2T6SL461T03501	-1D1GM)SOLENOID LOCKING UNIT (NC/NR)	3
Fortress	NO4T6SL461T03501-	-D1D1GM) RH SOLENOID LOCKING UNIT(NC/NR)	8
Fortress	TK2-GCCL#70004	SHORTENED ACTUATOR TONGUE (NC/NR)	1
Fortress	K	PUSH BUTTON BLACK (NC/NR)	11
Fortress	S40SN2S6SL411T04	-15D8) S40 (NC/NR)	1
Fortress	CLK-SUCS-B	STANDARD KEY BLUE (NC/NR)	1
Fortress	PBL2A-1-1-CLSL-	Photo Blocking Device (NC/NR)	11
Fortress	W	WHITE ILLUMINATED PUSH BUTTON (NC/NR)	19
Fortress	TXXXXX-BM2-1-1-	-S-A-006-022)mGard(NC/NR)	1
Fortress	TXXXXX-BM1-1-0-	-S-A-006-022) mGard (NC/NR)	2
Fortress	MLK-SUCS-VVB	MLKey Uni-Dir Std VitonSeal/BLKBow(NC/NR	1
Fortress	B0UBRGNT04737F2	-APC) AMGARD ASS'Y (NC/NR)	4
Fortress	K-PROV	USH BUTTON BLACK (NC/NR) PROV	8
Fortress	B-PROV	BLUE ILLUMINATED PUSH BUTTON (NC/NR)PROV	5
Fortress	W-PROV	WHITE ILLUMINATED PUSH BUTTON (NC/NR) PR	8
Fortress	XMR3-3-0-	FORTRESS MULTI KEY SWITCH (NC/NR)	3
Fortress	MLK-SUC-Y	FORTRESS STAINLESS STEEL (NC/NR)	9
Fortress	EN2T6EKL3SL461	amGard Pro(NC/NR)	1
Fortress	CABLE-10M-TQM	10 M cable to suit TQM connector(NC/NR)	1
Fortress	DMSK1-0-1-MLSS-	- E) DOOR MODULE (NC/NR)	8
Fortress	C6SKL21ST401Y1B	U0NF200MPB1) amGard Pro (NC/NR)	4
Fortress	TL2T6EKL6SKL63S	- 1T03341D3MPB1) amGard Pro (NC/NR)	1

Rotalec

5000 Boulevard Thimens, Saint-Laurent (QC), H4R 2B2

**LOT 1: Inventaire**

Vendor Name	Item #	Item Description	Quantité
Fortress	PBL2A-3-1-CLSL-	Interlock Blocking (NC/NR)	2
Fortress	PBL4A-3-1-CLSL-	Interlock Blocking (NC/NR)	2
Fortress	BK02T03543D700M	amGard Pro(NC/NR)	2
Fortress	KC2000PROPLX006	FORTRESS MODULE (NC/NR)	1
Fortress	CONMP00NH21P3P	P2ET000000B0000PF13 (NC/NR)	1
Fortress	MA1M6SL461T0281	-D200) AMGUARD PRO SAFETY LOCK (NC/NR)	2
Fortress	MA1M6SL461T0281	-D200) AMGUARD PRO SAFETY LOCK (NC/NR)	1
Fortress	MA2M6SL861	AMGUARD PRO SAFETY LOCK (NC/NR)	2
Fortress	MA2M6SL861	AMGUARD PRO SAFETY LOCK (NC/NR)	2
Fortress	THCSNSNSMDLET	-PGQ9)STANDARD SAFETY LOCK (NC/NR)	6
Fortress	TA2T6R7SKR62ST4	-T401D3D3MPB1) amGard Pro (NC/NR)	1
Gaitronics	12609-002	HARNESS ASSY-SW 5PL	1
Gaitronics	12505-005	REPLACEMENT DOOR & HARDWARE	1
Gaitronics	226-003-OBSOLETE	PUBLIC ACCESS TELEPHONE-	1
G&L	M.1016.2540	PLC IO 6M CABLE	7
G&L	M.1302.7009	BREAKOUT BOARD KIT	6
Hannay	99 40.0007	1-1/2" TRUNION BEARING	16
Hannay	99 70.0100	3/8" X 50'FLEXTRAL PROJ. 4000 HOSE-BLACK	1
Hannay	99 27.8139	1/2" BP 90 MxF STEEL 3000 PSI SUPER SWL.	3
Hannay	99 43.0001	COVER	3
Hannay	9970.01	1-1/2 X 50 PARKER GST II HOSE M X MNPT.	1
Hannay	55-06	N416-19-20-8J TR	2
Hannay	99 40.0076	MTG BLOCK	8
Hohner	INSQ-10AS-	ENCODER	4
Hohner	66-14122-1024UC00	FOREIGN ENCODER	2
Hohner	TEO434(DONT"USE	ENCODER	1
Mixed	DMC-1	CONNECTOR FOR DD/DG	7
Mixed	LATD-2A	LED LAMP, AMBER	20
Mixed	LATD-2Y	LAMP, YELLOW	7
Mixed	PF3SR161	RELAY OUTPUT, 16 PT.	1
Mixed	PFA1A24	EXP. CABLE-I/O 7CM	1
Mixed	PFA1A54	COMPUTER LINK CABLE	2
Mixed	PFA1F21	MEMORY PACK REMOVAL	3
Mixed	PFJN161A	NPUT UNIT 16/I	1
Mixed	PFJ-T162AU	TRANSISTOR OUTPUT	3
Mixed	PS5R-A24	SWITCHING P/S, 24VDC @ 300mA	1
Mixed	RSSDN-10A	S.S. RELAY 10A	23
Mixed	SA6A-LK4S	ULTRASONIC ANALOG DISTANCE DETECTOR	1
Mixed	BR-2E	CONTACT BLOCK, 1 NO & 1 NC.	4
Mixed	BST-001	CONTACT BLOCK	4
Mixed	HW1L-M1F20Q-R-	ILLUMINATED P/B, RED	1
Mixed	LSTD-2R	LED LAMP 24VDC RED	2
Mixed	NAQD-OB	NAMEPLATE 'TRAVERSE RATE'	2
Mixed	OC-11B	RUBBER BOOT BLACK	5
Mixed	OC-11G	RUBBER BOOT GREEN	3
Mixed	OC-11R	RUBBER ROOT RED	3
Mixed	RH1B-UTDC12V	RELAY SPDT	8
Mixed	RH1B-UTDC24V	RELAY SPDT	6
Mixed	RH2B-UDC12V	RELAY DPDT	10
Mixed	RH2B-ULDC24V	RELAY DPDT	2
Mixed	RH3B-UDC12V	RELAY 3PDT	1
Mixed	RH4B-UAC120V	RELAY 4PDT	6
Mixed	RH4B-UTDC12V	RELAY 4PDT	2
Mixed	RR3PA-ULDC110V	RELAY 3PDT	1
Mixed	RY4S-UDC24V	RELAY 4PDT	1
Mixed	SFA-101	LEAF SPRING	1
Mixed	SFA-202	LEAF SPRING	1
Mixed	SFA-203	HOLD-DOWN SPRING	4
Mixed	SH2B-05C	SOCKET	2
Mixed	SH3B-05	SOCKET	2
Mixed	SH4B-05	SOCKET	3
Mixed	SR2P-06	8-PIN STD SOCKET	2

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Mixed	SY4S-05	SOCKET 14 BLADE	1
Mixed	ASW2K22-111	2 POS KEY SWITCH	1
Mixed	ASW3322-309	SELECTOR SWITCH 2NO/2NC L-C-R SPRING	1
Mixed	DD33F31NB	DIGITAL DISPLAY	6
Mixed	GT3A-1AF20	MULTI MODE TIMER 8 PIN	6
Mixed	RR1BA-UAC120V	RELAY, 120 VAC	2
Mixed	HG9Z-XCM1A	MAINTENANCE TEST CABLES	1
Mixed	FC4A-D20RK1	CPU 20 I/O 6 RELAY +2 SINK	4
Mixed	FC4A-C16R2	ALL-IN-ONE TYPE CPU 16 I/O	1
Mixed	FC4A-PC2	RS485 COMMUNICATION ADAPTER	1
Mixed	FC4A-PH1	HMI DISPLAY MODULE	4
Mixed	FC4A-HPH1	HMI BASE MODULE	3
Mixed	FC4A-PM32	MEMORY CARTRIDGE (32KB)	3
Mixed	FC4A-PT1	CLOCK CARTRIDGE	2
Mixed	LSTD-2W	WHITE LED LAMP 24VDC	6
Mixed	RH2V2-UAC220-	PCB MOUNT RELAY DPDT	1
Mixed	FC4A-J2A1	ANALOG CARD 2 INPUTS	2
Mixed	FC4A-HPC3	COMM. CARD RS485	1
Mixed	HG9Y-ZSS2W	SOFTWARE	1
Mixed	PS5R-SE24	POWER SUPPLY	3
Mixed	PS5R-SG24	SLIM LIN DIN RAIL MOUNT POWER SUPPLY	2
Mixed	LT9Z-7T	LT7 MODULAR SIGNALIGHT TOWER	1
Mixed	SR3P-05C	SOCKET	9
Mixed	FL1C-B12RCA	SMART RELAY	1
Mixed	HW1M-F0101-20	HW1M STANDARD LEVER	2
Mixed	RH2V2-UAC110-	PCB MOUNT RELAY DPDT	7
Mixed	HG1F-SB22YF-W	TOUCHSCREEN	2
Mixed	FB1W-111Z	CONTACT COVER BOX	1
Mixed	HW1B-M0L	OPERATOR PUSH-BUTTON	11
Mixed	HW4B-M1F10-S	BUTTON 1 N.O.,BLUE	2
Mixed	ALN1F	SHROUD FOR LED PUSHBUTTON	2
Mixed	ALN2FL	SHROUD FOR LED PUSHBUTTON	1
Mixed	RR3PA-UAC120V	RELAY	1
Mixed	RV8S-S-D24-D24	6mm SSR 24VDC INPUT	1
Mixed	SV9Z-J20S	JUMPER FOR RV 20 POINTS BLUE	4
IEC	IH120AY59R6R0204	ENCODER	9
Imagine	CA-USB30-AMB-	USB 3.0 cable	1
Imagine	CA-HIR-OE/10	HIROSE CAMERA CONN. CABLE 12 PIN 10M	2
Imagine	DFK AFUJ003-M12	COLOR AUTOFOCUS CAMERA USB 3.0	2
Imagine	TBN 5.4 10MP	M12 LENS LOW DISTORTION 5mm 10MP	1
Imagine	TBN 12 5MP	M12 LENS LOW DISTORTION 12mm 5MP	2
Indusoft	IND-CEHK	USB Hardkey for Win Embedded & CE	1
JVL	RS232-M12-1-5-5	RS232 PROG, CABLE	2
JVL	PSU24-075	24-75V POWER SUPPLY	1
JVL	PSU072-	1A) SWITCH MODE SUPPLY	1
Kollmorgen	BAR-250-33	BRAKING RESISTOR	1
Kollmorgen	BH-426-B-61	GOLDLINE BH SERVO MOTOR	1
Kollmorgen	MH-425-D-61	GOLDLINE MH SERVO MOTOR W ROTATABLE	1
Kollmorgen	QF312SHIELDED-	DO NOT USE	1
Kollmorgen	S21T	NEMA 23, 1 STACK, PREWIRED	1
Kollmorgen	S33T	NEMA 34, 3-STACK, QD	1
Kollmorgen	S33T-C25	NEMA 34 MOTOR STEPPER W/ 25FT CABLE	1
Kollmorgen	CS-SS-CTA27E-03	CABLE SET 3M	1
Kollmorgen	CS-SS-RHG1HE-03	MOTOR & FEEDBACK CABLE SET 3 METERS	1
Kollmorgen	PSR-1Q-C9M	MAGNETIC REED SWITCH OPEN 9M, QUICK DISC	1
Kollmorgen	BH-426-C-61-S	SERVO MOTOR	1
Kollmorgen	CE03260-000000	SERVOSTAR CD	1
Kollmorgen	MTC304A1-R1C1	XT SERVO MOTOR W/BRAKE	1
Kollmorgen	M-403-B-A2	GOLDLINE SERVO MOTOR	1
Kollmorgen	QPS-9M	DISCONNECT CABLE	5
Kollmorgen	MTC302A1-R1C1	GOLDLINE XT W/RESOLVER & 24 VDC BRAKE	1
Kollmorgen	MTC1502A1-R2C1	GOLDLINE XT BRUSHLESS SERVOMOTOR W/BRAKE	1

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Kollmorgen	2087405	LIMIT SWITCH FOR KV TABLE	1
Kollmorgen	QBB2-50	MTR & FEEDBACK CBL SET B23 MOTOR	4
Kollmorgen	CC-D01C02N-06-0	COMPOSITE CABLE (POWER & FEEDBACK)	1
Kollmorgen	N31HRLG-LNK-NS-	STEP MOTOR, NEMA 34	1
Kollmorgen	CS-SS-RHG1HE-24	CABLE SET 24 METERS	1
Kollmorgen	CS-SS-RHGAHBE-	CABLE SET 3 METERS W/BRAKE	1
Kollmorgen	CF-SS-CHAE-06	FEEDBACK CABLE 6M	1
Kollmorgen	AKM51E-ACCN-	AKM SERVO MOTOR	1
Kollmorgen	AKM31C-ACCN-	AKM SERVO MOTOR	1
Kollmorgen	B8501	IDC SERVO DRIVE ANALOG ABSOLUTE POSITION	2
Kollmorgen	T41V	STEP MOTOR, 42 FRAME W/12F CABLE	1
Kollmorgen	CS-SS-RHR1HE-09	CABLES SET 9M	1
Kollmorgen	R2AT22V35T48CR	R2A SERIES ACTUATOR	1
Kollmorgen	AKM65K-ACCN-	AKM SERIES BRUSHLESS SERVOMOTOR	1
Kollmorgen	R3X102B22PBSMA	-3X) R3 RODLESS TYPE ELEC MECHL ACTUATOR	1
Kollmorgen	D061M-23-1310	GOLD DDR,230V BRUSHLESS SERVOMOTOR	1
Kollmorgen	SR364248227-56H-	PMDC SCR RATED MOTOR (MIN OF 25)	1
Kollmorgen	CKT-T1A-FCE	KOLLENCODER CABLE CONN KIT	2
Kollmorgen	VP-102BEAN-01-0	S200 POWER CBL,NON-FLEX,1M	1
Kollmorgen	VF-RA2474N-12-0	FEEDBACK CABLE 12M	1
Kollmorgen	AKM23D-ANBNC-	BRUSHLESS SERVO MOTOR	1
Kollmorgen	CKT-T1A-SCE	CONN KIT FOR AKM MOTOR	1
Kollmorgen	31-0092-C12	ACTUATOR CABLE,12FT	1
Kollmorgen	CP-507CCAN-16-0	POWER CABLE,16M	2
Kollmorgen	AKD-	AKD SERVO DRIVE	1
Kollmorgen	AKD-	AKD BRUSHLESS SERVO DRIVE	1
Kollmorgen	153-230000-01	PE WIRE SHIELD BRACKET-AKD-xxxx06	1
Kollmorgen	CCJ2A2-025-003-00	MOTOR CABLE	2
Kollmorgen	EC4AKM52LCNC20	-153-MP3-FC2-C0) EC4 ELECTRIC CYLINDER	4
Kollmorgen	CCJ2A2-025-012-00	FEEDBK+MOTOR HYB CBL, 12M	1
Kollmorgen	CF-SB7374N-12-0	FEEDBACK CABLE 12M CDDR	1
Kollmorgen	H6-21-015-A5-00006	6M SERVO SYSTEM CABLES	1
Kollmorgen	CCJ1A2-015-006-00	FEEDBK+MOTOR HYB CBL 6M	1
Kollmorgen	H6-11-015-A1-00-01	-0000) FLEX HYBRID CABLE WBRAKE, PVC 10m	5
Kollmorgen	VP-H-507BEAN-12	POWER CABLE 12M	1
Kollmorgen	AKD-	AKD Servo Drive 24A	10
Tsubaki	0450.21-57890	DRIVEN END BRACKET, 0450.21	3
Tsubaki	0450.21-57890	DRIVEN END BRACKET, 0450.21	3
Tsubaki	0450.21-R94	PLASTITRAK 94MM BEND-R, PER LINK	20
Tsubaki	0450.21-R94	PLASTITRAK 94MM BEND-R, PER LINK	20
Tsubaki	0450-55708	FIXED END BRKT RIGHT, 0450.	2
Tsubaki	0450-55709	FIXED END BRACKET LEFT, 0450.	2
Tsubaki	0450-55709	FIXED END BRACKET LEFT, 0450.	2
Tsubaki	52334	DRIVEN BRACKET FOR 0450.85 KR150	8
Tsubaki	52334	DRIVEN BRACKET FOR 0450.85 KR150	8
Tsubaki	60816-	FLEXIBLE SPRING EXTENSION R075	2
Spectrum	RL2.5-850	2.5" IR RING LIGHT	1
Linmot	0150-1954	LUBRICANT FOR LINEAR MOTOR (50G)	2
Linmot	0150-3111	PLL02-12 FLOATING BRG 12MM	1
Linmot	0150-1220	PS01-48X240F-C P01-48F	1
Linmot	0150-1991	KS05-P/P-4 4M HI FLEX CABLE	1
Linmot	0150-1945	S01-24/300 POWER SUPPLY	2
Linmot	0150-5081	H01-37X166/180-GF H-GUIDE SYST	2
Linmot	0150-3087	PLF01-28 FIXED END WASHER	4
Linmot	0150-1820	K05-D/C-4,EXTENSION CABLE D/C, 4 M	1
Linmot	0150-3040	MOUNTING PART FOR PWR SUPP 300W	3
Linmot	0150-1858	LINMOT KS10-W/C-6	1
Linmot	0150-3358	KS10-W/C-SSC-2-TRAILING CHAIN CBL 2M	1
Linmot	0150-2430	MOTOR CABLE Y/C, 4M	2
Mencom	MINC-4FPX-10M	4 PL EURO FEM PLG 18AWG 10M	14
Mencom	MDC-4FP-10M	4 PL MDC FEM PLG 22AWG 10M	6
Mencom	MDC-5FP-10M	5 PL MDC FEM PLG 22AWG 10M	1

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Vendor Name	Item #	Item Description	Quantité
Mencom	MINC-3FPX-10M	3 PL EURO FEM PLG 18AWG 10M	20
Mencom	MDC-5FP-20M	5 PL MDC FEM PLG 22AWG 20M	23
Mencom	MINC-4FPX-20M	4 PL EURO FEM PLG 18AWG 20M	17
Mencom	MINC-3FPX-20M	3 PL EURO FEM PLG 18AWG 20M	35
Mencom	MINC-4FPX-2M	MIN Size I, Cordset, 4 Pole, 2M	3
Mencom	MINC-3FPX-2M	MIN Size I, Cordset, 3 Pole, 2M	4
Mencom	MDE45P-8MFP-10M	ETHERPLUG EXT.CABLE 10M	3
Mencom	MDCP-8FP-5M	8 POLE FEMALE, 5 METER FLYING LEAD	5
Mencom	D-USB-AFBF-M25-	USB A FM - B FM PLSTC M25 HSG	1
Mencom	MDCM-12MP-10M-	12 PL MDC MAL PLUG 10M	2
Mencom	MDCM-12FP-10M-B	12 PL MDC FEM PLUG 10M	8
Mencom	MDCM-12FP-10M-B	12 PL MDC FEM PLUG 10M	27
Mencom	NAN-T-3FP-FW	3 PL FEM ST 4-5MM	4
Mencom	NAN-3CBL-C	24/3 NAN CABLE - 100' LENGTH	4
Mencom	NAN-T-3FP-15M	3 PL FEM PLG 15M 24AWG	4
Mencom	MDC-4MR-M20-18	4 PL ML MDC RCP M20 THRD 18AWG	3
Mencom	MIN-10MR-1-18	10 PL MAL RCP 1' 18AWG	3
Mencom	MDCPM-12FP-10M-	CABLE FEMALE 10M	2
Mencom	MDCPM-12FP-2M-B	MDC 12 POLE FEMALE 2M	9
Mencom	MDCPM-12MFP-	12 PIN M12 10M	1
Mencom	MDCPM-12MFP-1M-	Cordset, 12 Pole, F Straight	7
Mencom	MINP-14MP-10M	7/8" MIN SIZE 1, 10M	3
Mencom	MDC-8MR-PG9	8 PL MDC PG9 ML RCP 0.3M	10
Mencom	MCV-19MR-1M-	MCV, M23, Receptacle	13
Mencom	MCV-19MR-3M-	19 PL MAL M23 RCP, 3M, M20	1
Mencom	MDC-5MR-BM-18-	5 PL MDC BK MT 18AWG RCP 0.3M	3
Microscan	37-000001-01	Media, User Manual, CD ROM	1
Microscan	98-000053-01	4" MOUNT ARM/ADAPTER KIT	4
Microscan	99-400005-02	IB-131 Interface Box	4
Microscan	98-000046-01	Kit Base Plate	1
Microscan	FIS-6300-0132G	QUADRUN MINI W/ NEW CABLE	3
Microscan	FIS-6300-0131G	QUADRUN MINI W/ NEW CABLE	3
Microscan	98-000018-01	Mounting Arm/Adapter Kit 6	1
Microscan	FIS-0830-1001G	QX-830,SINGLE,LOW,SER/ETHERNET	1
Microscan	61-000162-01	QX CORDSET,HOST,SERIAL,1M	1
Microscan	GMV-6310-1110G	VISION MINI SMART CAMERA	1
Miller Edge	ST-MU08040YB-4T-	MU BUMPER,8X4X14,Y/B,4FT LEAD WIRE	8
Miller Edge	MWR02A	RECEIVER	2
Mir	104001	MIR200 ROBOT	1
Mir	120003	MIRCHARGE 24V	1
Mir	450173	SICK Scanner MicroScan 3 EFI-Pro	1
Matrox	GTR300	IRIS GTR CAMERA MONO	1
Matrox	DAXDEVU	LICENSE DEV	1
Matrox	EV6I5M16	4SIGHT EV6 INTEL i5-7442EQ WIN10 IoT	2
Matrox	GTR2000C	GTR 1920X1200 COLOR	1
Matrox	GTX-STRKIT	IRIS GTX Starter kit	1
Matrox	EV7I5M16DA	4SIGHT EV7 WITH DESIGN ASSISTANT	1
OnRobot	103666-ONROBOT	3FG15 - 3 Finger Gripper	1
OnRobot	102844-ONROBOT	VGC10	1
OnRobot	104086-ONROBOT	Gecko SP 1	1
OnRobot	104087-ONROBOT	Gecko SP 3	1
OnRobot	104088-ONROBOT	Gecko SP 5	1
OnRobot	103546-ONROBOT	SG Base Part	1
OnRobot	103546-ONROBOT	SG Base Part	1
OnRobot	103689-ONROBOT	SG-a-H	1
OnRobot	103689-ONROBOT	SG-a-H	1
OnRobot	103860-ONROBOT	SG-a-S	1
OnRobot	103860-ONROBOT	SG-a-S	1
OnRobot	103691-ONROBOT	SG-b-H	1
OnRobot	103691-ONROBOT	SG-b-H	1
OnRobot	103903-ONROBOT	OnRobot Eyes	1
OnRobot	105125-ONROBOT	OnRobot Sander Accessory Kit	1

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Vendor Name	Item #	Item Description	Quantité
OnRobot	102344-ONROBOT	UR Kit with Compute Box	2
OnRobot	104277-ONROBOT	Quick Changer Replaced by 109498	2
OnRobot	104305-ONROBOT	RAIL M6	1
OnRobot	105121-ONROBOT	SCREWDRIVER ACCESSORY KIT - METRIC	1
OnRobot	106376-ONROBOT	2FG7 GRIPPER	1
OnRobot	102345-ONROBOT	DOOSAN ROBOT KIT	1
OnRobot	102345-ONROBOT	DOOSAN ROBOT KIT	2
OnRobot	102012-ONROBOT	RG2	1
OnRobot	104293-ONROBOT	DUAL QUICK CHANGER 4.5A	2
OnRobot	104304-ONROBOT	SCREW FEEDER RAIL M5	1
OnRobot	104303-ONROBOT	SCREW FEEDER RAIL M4	1
OnRobot	104302-ONROBOT	SCREW FEEDER RAIL M3.5	1
OnRobot	104301-ONROBOT	OnRobot PRODUCTS	1
OnRobot	104300-ONROBOT	SCREW FEEDER RAIL M2,5	1
OnRobot	104299-ONROBOT	SCREW FEEDER RAIL M2,2-2,3	1
OnRobot	104298-ONROBOT	SCREW FEEDER RAIL M2	1
OnRobot	104363-ONROBOT	SCREW FEEDER M1.6	1
OnRobot	106175-ONROBOT	SCREWDRIVER ACCESSORY KIT, US IMPERIAL	1
OnRobot	102367-ONROBOT	OnRobot YASKAWA-F ROBOT KIT	1
OnRobot	102363-ONROBOT	OnRobot KAWASAKI-B ROBOT KIT	1
OnRobot	104577-ONROBOT	OnRobot ABB-B ROBOT KIT	1
OnRobot	102371-ONROBOT	OnRobot NACHI-J ROBOT KIT	1
OnRobot	102370-ONROBOT	OnRobot NACHI-I ROBOT KIT	1
OnRobot	102362-ONROBOT	FANUC-B ROBOT KIT	1
OnRobot	108585-ONR-DEMO	2FG20 GRIPPER DEMO	1
OnRobot	109498-ONR-DEMO	Quick Changer - Robot side 2FG20 DEMO	1
OnRobot	109528-ONR-DEMO	PALLETIZING SOFTWARE LICENSE DEMO	1
OnRobot	109878-ONR-DEMO	Dual Quick Changer - Robot DEMO	1
OnRobot	109564-ONR-DEMO	LIFT100 for Doosan DEMO	1
OnRobot	109576-ONR-DEMO	Pallet Station 2 Sides DEMO	1
OnRobot	102345-ONR-DEMO	DOOSAN ROBOT KIT DEMO	1
OnRobot	109564-ONROBOT	Lift100 for Doosan	1
OnRobot	109576-ONROBOT	Pallet Station - 2 sides	2
OnRobot	102014-ONROBOT	QUICK CHANGER - TOOL SIDE	1
OnRobot	109878-ONROBOT	Dual Quick Changer	1
OnRobot	113090-ONROBOT	OnRobot PRODUCTS	1
Pilz Safety	301291-PILZ	PSS WINPRO SOFTWARE + MANUAL GB	2
Pilz Safety	750101-PILZ	PNOZ S1, 24VDC 2N/O RELAY	17
Raco	075-471-01	CLAMP BAR FOR SIDE T SLOTS	12
RFID	RFID UHF DEMO	RFID UHF DISTRIBUTOR DEMO KIT	1
RFID	719-6464-04C	64x64x64 CERAMIC ANTENNA	2
RFID	131-0014-01	CONNECTOR,TYPE N-F to SMA-M	8
RFID	719-0244-29SA-	-ISYN) SINGLE PIECE READER	5
RFID	807-0002-A13520M-	-BL) MODEL A13520M-BL ABS PALLET TAG	12
RFID	801-8030-	MODEL 8030E-SA, CAN-232/422/485 24VDC	8
RFID	807-0002-A7628M-	MODEL A7628M-HT 300C TAG	10
RFID	730-0050-06FT-M	MATING POWER JACK CONNECTOR	2
RFID	730-0038-15-NM-	-TNCM) ANTENNA CABLE	2
Red Lion	CUB4I010	CUB-4 CURRENT METER W/ YELLOW- GREEN	1
Red Lion	CUB4L800	CUB4-SERIES COUNTER, 8-DIGIT	3
Red Lion	LIBT1E00	SINGLE PRESET LED TIMER 115V	1
Red Lion	P4810101	PROCESS CONTROLLER	1
Red Lion	PAXCDS10	DUAL SETPOINT RELAY MODULE	1
Red Lion	ARCJ1BZ0	ARC RING ASSY WITH HALL EFFECT SENSOR	4
Red Lion	PAXCDS40	QUAD SETPOINT PNP OUTPUT CARD	4
Red Lion	CBLPROG0	HMI PROG CABLE	1
Red Lion	PAXCDC2C	PAX RS232 CARD/9 PIN CONNECTOR	1
Red Lion	WF1000BK	1 FT BALANCED KNURL WHEEL	2
Red Lion	CSTERM00	CS TERMINATING BLOCK	1
Red Lion	PAXDP010	PAX DUAL PROCESS INPUT D	1
Red Lion	TMPKTJ04	THERMOCOUPLE SS PROBE 12" 40" WIRE LENGT	1
Red Lion	CUB5SNK0	DUAL SINKING OUTPUT COUNTER	1

Rotalec

5000 Boulevard Thimens, Saint-Laurent (QC), H4R 2B2

**LOT 1: Inventaire**

Vendor Name	Item #	Item Description	Quantité
Red Lion	PAXLCR00	PAXL COUNT,RATE	2
Red Lion	TMWST100	THERMOCOUPLE WIRE, 100FT SPOOL	1
Red Lion	CSOUT400	CS 4 CHANNEL ANALOG OUTPUT	1
Red Lion	PTV00000	PRODUCTIVITY STATION	1
Red Lion	ZLZ0050G	ZL Z 50PPR QUAD MS6	2
Red Lion	ZCG0010C	ROTARY PULSE GENERATOR 10PPR	1
Red Lion	RPGFC006	FLEX COUPLING .375" X 6MM	1
Red Lion	CBLPRO7K	G07K2 PROGRAM CABLE	1
Red Lion	PAXC0030	PAX COUNTER, DC, RED	1
Red Lion	CBLPRO4K	G304K2 PROGRAM CABLE	6
Red Lion	700-PM	PANEL MOUNT BRACKET	1
Red Lion	PX2C8V00	PX2C VERTICAL	1
Red Lion	PXU11A30	1/8 RLY RLY 485 USR AC	1
Red Lion	DA10D0C000000000	CONTROLLER	4
Red Lion	102MC-ST	MEDIA CONVERTER	3
Red Lion	NT24K-8TX	8-PORT GIGABIT MANAGED ETHER. SWITCH	1
Red Lion	NT24K10GX2POE-	N-TRON SERIES ETHERNET SWITCH	1
Red Lion	DA50A0BNN000003	FLEXEDGE 1-SLED ADVANCED	1
Red Lion	509FX-SC	509FX-SC ETHERNET SWITCH	1
Red Lion	7018TX	N-TRON SWITCH	1
Red Lion	DA70A0F4ANNNN0	FlexEdge 3-Sled 2-RS232 1-RS485 Serial	1
Red Lion	PGMMOD05	PROGRAMMING MODULE	1
Robotunits	TIN 9990	Insertor	1
Robotunits	TIN 6010	T-nut, M10	102
Robotunits	TIN 6010	T-nut, M10	24
Robotunits	TIN 6008	T-nut, M8	160
Robotunits	TIN 6008	T-nut, M8	25
Robotunits	BAP 2050	Safety-fence floor bracket	2
Robotunits	BAP 2050	Safety-fence floor bracket	44
Robotunits	BAP 2900	Anchor bolt	24
Robotunits	BAP 2900	Anchor bolt	45
Robotunits	BAP 5010	Base and transport plate, 50x100	6
Robotunits	BAP 5010	Base and transport plate, 50x100	2
Robotunits	BAP 8080	Base and transport plate, 80x80	6
Robotunits	BAS 1020	Leveling base, M20x100	2
Robotunits	BAS 1020	Leveling base, M20x100	2
Robotunits	BAS 4008	Leveling base, M8x40	27
Robotunits	BAS 5110	Leveling Foot with bolt-down base M10x50	11
Robotunits	BAS 5110	Leveling Foot with bolt-down base M10x50	10
Robotunits	BLS M006	Flat washer	833
Robotunits	BLS M006	Flat washer	1601
Robotunits	BLS M008	Flat washer	738
Robotunits	BLS M008	Flat washer	774
Robotunits	CAL 4500 PAC 0160	Cover/Insert extrusion (160 pcs.), black	1
Robotunits	CAL 4504 PAC 0160	Cover/Insert extrusion (160 pcs.),yellow	1
Robotunits	CAL 4510 PAC 0160	Cover/Insert extrusion (160 pcs.), gray	5
Robotunits	CAL 4515 PAC 0025	Panel profile (25 pcs.), 3-6 mm, 3000 mm	1
Robotunits	CAL 4540 NNN	Sliding rail, 2000 mm long	30
Robotunits	CAL 4540 NNN	Sliding rail, 2000 mm long	10
Robotunits	CAL 4545 NNN	Aluminum cover extrusion, 2050mm long	64
Robotunits	CAL 4545 NNN	Aluminum cover extrusion, 2050mm long	27
Robotunits	CAN 4501	Corner piece, 90-degree	133
Robotunits	CAN 4501	Corner piece, 90-degree	17
Robotunits	CAN 4503	Corner piece, 270-degree	21
Robotunits	CAN 4503	Corner piece, 270-degree	128
Robotunits	CAP 5050	End cap, 50x50	147
Robotunits	CAS 1080	Swivel caster with plate & brake	10
Robotunits	CAS 1080	Swivel caster with plate & brake	14
Robotunits	CAS 2080	Swivel caster with bolt hole, 80 mm	9
Robotunits	CAS 2080	Swivel caster with bolt hole, 80 mm	13
Robotunits	CAS 2082	Rigid caster with bolt hole, 80 mm	14
Robotunits	CAS 2082	Rigid caster with bolt hole, 80 mm	2

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Vendor Name	Item #	Item Description	Quantité
Robotunits	CAS 3080	Swivel caster with bolt hole & brake	4
Robotunits	DOR 4500	Handle	13
Robotunits	DOR 4510	Hinge with centering inserts	12
Robotunits	DOR 4510	Hinge with centering inserts	39
Robotunits	DOR 4541	Magnet holder kit	5
Robotunits	DOR 4551	Door latch kit	6
Robotunits	DOR 4553	Door catch kit	28
Robotunits	DOR 4554	Door stop	10
Robotunits	DOR 4554	Door stop	5
Robotunits	EQC 10016	Allen key 5mm	9
Robotunits	EQC 10016	Allen key 5mm	16
Robotunits	EQC 10017	Allen key 6mm	16
Robotunits	EQC 10051	Hex bit 1/4" SW 5x160	2
Robotunits	EQC 10051	Hex bit 1/4" SW 5x160	5
Robotunits	EQC 10052	Hex bit 1/4" SW 6x160	6
Robotunits	EQC 10052	Hex bit 1/4" SW 6x160	8
Robotunits	FAS 4000	Half fastener, 40x40	52
Robotunits	FAS 4080	Fastener, 40x80	105
Robotunits	FAS 4080	Fastener, 40x80	211
Robotunits	FAS 5050	Fastener, 50x50	25
Robotunits	FAS 5050	Fastener, 50x50	3
Robotunits	FAS 5052	Centering Insert for fastener 50	228
Robotunits	FAS 5052	Centering Insert for fastener 50	287
Robotunits	GUS 1000	Corner bracket 100	3
Robotunits	GUS 1100	Corner bracket 100, single-sided	15
Robotunits	GUS 1100	Corner bracket 100, single-sided	11
Robotunits	GUS 4040	Elbow joint with centering inserts	8
Robotunits	GUS 4140	Elbow joint 40 with clamp and centering	2
Robotunits	GUS 4140	Elbow joint 40 with clamp and centering	12
Robotunits	GUS 4500	Corner bracket 40/50	5
Robotunits	GUS 4502	Centering insert for corner bracket 40/5	91
Robotunits	GUS 4502	Centering insert for corner bracket 40/5	107
Robotunits	GUS 4651	Fixing bracket, 35x25 Kit	10
Robotunits	IBS M06X016NIKO	Socket-head cap screw with low head	68
Robotunits	IBS M06X016NIKO	Socket-head cap screw with low head	111
Robotunits	IBS M06X018	Socket-head cap screw	1319
Robotunits	IBS M06X018	Socket-head cap screw	1259
Robotunits	IBS M08X016NIKO	Socket-head cap screw with low head	456
Robotunits	IBS M08X016NIKO	Socket-head cap screw with low head	396
Robotunits	IBS M08X020	Socket-head cap screw	861
Robotunits	IBS M08X020	Socket-head cap screw	200
Robotunits	IBS M08X020NIKO	Socket-head cap screw with low head	558
Robotunits	IBS M08X020NIKO	Socket-head cap screw with low head	347
Robotunits	LKS M08X025	Button head cap screw with socket head	1542
Robotunits	LKS M08X025	Button head cap screw with socket head	544
Robotunits	PAC 10000	Wood spacer Standard	545
Robotunits	PAC 10001	Wood Spacer tall for SAF Doors	574
Robotunits	PAC 10001	Wood Spacer tall for SAF Doors	337
Robotunits	PIL 1010 NNN 6050	Extrusion, 100x100, 6000 mm long	1
Robotunits	PIL 5010 NNN 6050	Extrusion, 50x100, 6000 mm long	5
Robotunits	PIL 5010 NNN 6050	Extrusion, 50x100, 6000 mm long	20
Robotunits	PIL 8080 NNN 6050	Extrusion, 80x80, 6000 mm long	2
Robotunits	PIL 8080 NNN 6050	Extrusion, 80x80, 6000 mm long	6
Robotunits	PIN 4521	Clamping device kit	37
Robotunits	PIN 4530	Cable block	39
Robotunits	SKS M10X035	Socket-head countersunk screw	493
Robotunits	SKS M10X035	Socket-head countersunk screw	131
Robotunits	TIN 0171	T-nut in-line fastener	67
Robotunits	TIN 0171	T-nut in-line fastener	30
Robotunits	TIN 4506	Drop-in nut, M6	48
Robotunits	TIN 4506	Drop-in nut, M6	1330
Robotunits	TIN 4508	Drop-in nut, M8	310

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Vendor Name	Item #	Item Description	Quantité
Robotunits	TIN 4508	Drop-in nut, M8	782
Robotunits	TIN 4510	Safety fence fastener	170
Robotunits	TIN 4510	Safety fence fastener	185
Robotunits	TIN 4520	Safety fence fastener, 90-degree	1
Robotunits	TIN 4520	Safety fence fastener, 90-degree	100
Robotunits	TIN 4596	Drop-in nut, M6, conductive	101
Robotunits	TIN 4598	Drop-in nut, M8, conductive	171
Robotunits	TIN 4598	Drop-in nut, M8, conductive	207
Robotunits	PAN 1450 S4N 1966	Weld mesh, 40x40, galvanized	4
Robotunits	BAP 4078	Base and transport plate, 40x80	4
Robotunits	BAS 5010	Leveling base, M10x50	13
Robotunits	CAL 4500 NNN	Cover/Insert extrusion, black, 2000 mm	161
Robotunits	CAL 4500 NNN	Cover/Insert extrusion, black, 2000 mm	280
Robotunits	CAL 4504 NNN	Cover/Insert extrusion, yellow, 2000 mm	13
Robotunits	CAL 4504 NNN	Cover/Insert extrusion, yellow, 2000 mm	340
Robotunits	CAL 4510 NNN	Cover/Insert extrusion, gray, 2000 mm	192
Robotunits	CAL 4510 NNN	Cover/Insert extrusion, gray, 2000 mm	260
Robotunits	CAL 4515 NNN	Panel profile, 3-6 mm, 3000 mm long	2
Robotunits	CAL 4515 NNN	Panel profile, 3-6 mm, 3000 mm long	21
Robotunits	CAL 4517 NNN	Panel profile, 1-3 mm, 3000 mm long	24
Robotunits	CAL 4517 NNN	Panel profile, 1-3 mm, 3000 mm long	3
Robotunits	CAL 4560 PAC	Anti-Slip Profile, 20m roll	3
Robotunits	CAP 2521	End cap kit, 25x200	36
Robotunits	CAP 4041	End cap kit, 40x40	2
Robotunits	CAP 4041	End cap kit, 40x40	4
Robotunits	CAP 4081	End cap kit, 40x80	43
Robotunits	CAP 4081	End cap kit, 40x80	94
Robotunits	CAP 5011	End cap kit, 50x100	24
Robotunits	CAP 5011	End cap kit, 50x100	28
Robotunits	CAS 0082	Rigid caster with plate, 80 mm	2
Robotunits	DOL 4034 NNN	Guide rail, 6050 mm long	1
Robotunits	DOL 4034 NNN	Guide rail, 6050 mm long	12
Robotunits	DOR 4031	Roller set kit	5
Robotunits	DOR 4032	Sliding door stop	12
Robotunits	DOR 4032	Sliding door stop	11
Robotunits	DOR 4501	Handle kit	4
Robotunits	DOR 4501	Handle kit	6
Robotunits	DOR 4555	Door stop kit	2
Robotunits	DOR 4555	Door stop kit	4
Robotunits	DOR 4557	Safety slide kit	4
Robotunits	DOR 4561	Floor catch kit	2
Robotunits	DOR 4561	Floor catch kit	9
Robotunits	DOR 4565	Door support caster kit, rigid	2
Robotunits	DOR 4567	Door support caster kit, swivel	3
Robotunits	DOR 4571	Centering guide kit	9
Robotunits	DOR 4571	Centering guide kit	23
Robotunits	DOR 4573	Slider kit	15
Robotunits	FAS 4001	Half fastener kit, 40x40	58
Robotunits	FAS 4041	Fastener kit, 40x40	2
Robotunits	FAS 4041	Fastener kit, 40x40	7
Robotunits	GUS 4600	Corner bracket 40, 135-degree	4
Robotunits	HKS M08X040	Hexagonal bolt	205
Robotunits	HKS M08X040	Hexagonal bolt	98
Robotunits	IBS M06X020	Socket-head cap screw	275
Robotunits	IBS M06X020	Socket-head cap screw	162
Robotunits	LIL 5000 NNN 6050	Guide rail, 6050 mm long	2
Robotunits	MAT 4563	Roller track ESD kit	1
Robotunits	MAT 4580	Brake for roller track	21
Robotunits	MAT 4591	Roller track with side guide kit	16
Robotunits	PIL 3002 NNN 6050	Round tube 30x2, 6000mm long	1
Robotunits	PIL 4040 NNN 6050	Extrusion, 40x40, 6000 mm long	34
Robotunits	PIL 4080 NNN 6050	Extrusion, 40x80, 6000 mm long	30

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Vendor Name	Item #	Item Description	Quantité
Robotunits	PIL 4080 NNN 6050	Extrusion, 40x80, 6000 mm long	6
Robotunits	PIL 4140 NNN 6050	Extrusion, 40x40, lean line, 6000 mm	13
Robotunits	PIL 4140 NNN 6050	Extrusion, 40x40, lean line, 6000 mm	13
Robotunits	PIL 4180 NNN 6050	Extrusion, 40x80, lean line, 6000 mm	3
Robotunits	PIL 4180 NNN 6050	Extrusion, 40x80, lean line, 6000 mm	10
Robotunits	PIN 4590	Plastic Hook	4
Robotunits	SPS 5X20	Light duty spring pin	62
Robotunits	SSP 4515	Mesh retainer kit	20
Robotunits	SSP 4515	Mesh retainer kit	158
Robotunits	SSP 4520	Weld mesh clip	335
Robotunits	SSP 4520	Weld mesh clip	110
Robotunits	TIN 4000	Special fastener, 40	102
Robotunits	TIN 4000	Special fastener, 40	84
Robotunits	TIN 4501	Fine-tuning and fixing element Kit	3
Robotunits	TIN 4504	Drop-in nut, M4	34
Robotunits	TIN 4505	Drop-in nut, M5	32
Robotunits	TIN 4505	Drop-in nut, M5	85
Robotunits	TIN 4531	Drop in Nut, 5/16"	102
Robotunits	TIN 4545	Miter fastener	12
Robotunits	TIN 4560	Tilt plate 80	4
Robotunits	TIN 4595	Drop-in nut, M5, conductive	157
Robotunits	TIN 5000	Special fastener, 50	57
Robotunits	TIN 5000	Special fastener, 50	23
Robotunits	LIN 4041	Linear slider 40 with clamping lever	2
Robotunits	PIL 5020 SNN	Extrusion, 50x200	22653
Robotunits	PIL 4040 SNN	Extrusion, 40x40	37832
Robotunits	PIL 4040 SNN	Extrusion, 40x40	384
Robotunits	PIL 4080 SNN	Extrusion, 40x80	9170.8
Robotunits	PIL 8080 SNN	Extrusion, 80x80	8182.6
Robotunits	PIL 4140 SNN	Extrusion, 40x40, lean line	3678.72
Robotunits	PIL 4180 SNN	Extrusion, 40x80, lean line	1520
Robotunits	PIL 4180 SNN	Extrusion, 40x80, lean line	7220
Robotunits	PIL 5050 SNN	Extrusion, 50x50	4002.4
Robotunits	PIL 5010 SNN	Extrusion, 50x100	1030
Robotunits	PIL 1010 SNN	Extrusion, 100x100	2461
Robotunits	PIL 1020 SNN	Extrusion, 100x200	4730
Robotunits	DOC 10203	SAMPLE CASE SMALL COMPLETELY FITTED	2
Robotunits	PIL 1640 SNN	Extrusion, 16x40	6515
Robotunits	KBZ093P40LN	MESH BRACKET	48
Robotunits	SSP 4900	Safety Fence Bolt	90
Robotunits	SSP 4900	Safety Fence Bolt	142
Robotunits	CAP 5051	End cap kit, 50x50	25
Robotunits	GUS 1001	Corner bracket 100 kit	11
Robotunits	GUS 1001	Corner bracket 100 kit	10
Robotunits	FAS 4081	Fastener kit, 40x80	9
Robotunits	FAS 4081	Fastener kit, 40x80	36
Robotunits	FAS 5051	Fastener kit, 50x50	50
Robotunits	GUS 4041	Elbow joint 40 kit	10
Robotunits	DOL 4034 SNN	Guide rail	10000
Robotunits	LIN 1501	CARRIAGE PLATE KIT,150mm	1
Robotunits	FAS 5053	Fastener kit, 50x50, conductive	51
Robotunits	FAS 5055	Fastener kit, 50x50, single-sided	17
Robotunits	IBS M08X025	Socket-head cap screw	451
Robotunits	IBS M08X025	Socket-head cap screw	5
Robotunits	TIN 4561	Tilt plate 80 kit	11
Robotunits	TIN 4511	Safety fence fastener kit	2
Robotunits	TIN 4511	Safety fence fastener kit	2
Robotunits	BAP 2051	Safety-fence floor bracket kit	10
Robotunits	GUS 4501	Corner bracket 40/50 kit	2
Robotunits	GUS 4501	Corner bracket 40/50 kit	10
Robotunits	FAS 4051	End-to-end fastener kit, 40x40	3
Robotunits	GUS 1101	Corner bracket 100 kit, single-sided	15

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Vendor Name	Item #	Item Description	Quantité
Robotunits	DOR 4511	Hinge kit	29
Robotunits	SKS M06X025	SCREW	103
Robotunits	SKS M08X016	SOCKET-HEAD COUNTERSUNK SCREW	146
Robotunits	KBZ093WS40145N0	45 DEGREE CONNECTOR	8
Robotunits	KBZ	MESH BRACKET KIT	50
Robotunits	SKS M05X016	SCREW	159
Robotunits	SKS M05X016	SCREW	185
Robotunits	PRO 10212	C4N PIN	1
Robotunits	KBZ 0934701	DOUBLE BALL CATCH	4
Robotunits	PAN 1829	CLEAR POLYCARBONATE, 6MM	5
Robotunits	ORG 007 X 3.0	O-RING BLACK	20
Robotunits	IBS M08X040	SOCKET -HEAD CAP SCREW	82
Robotunits	TIN 4521	Safety fence fastener (90-degree) kit	28
Robotunits	CIS 9008173	Guarding/Safety Fence Demo Unit	1
Robotunits	CIS 9042747	Linear Slider Demo Unit	1
Robotunits	CIS 9007339	C4N FLAT BELT CONVEYOR SYSTEM DEMO UNIT	1
Robotunits	CIS 9007342	TIMING BELT CONVEYOR SYSTEM DEMO UNIT	1
Robotunits	CIS 9008124	Linear Motion System Demo Unit	1
Robotunits	CIS 903116	MBS PICKSTAR DEMO UNIT	1
Robotunits	IBS M10X035	Socket-head Cap Screw	2
Robotunits	BLS M010	Flat washer	4
Robotunits	GUS 4541	Angle Connector, 45 degree kit	10
Robotunits	GUS 4541	Angle Connector, 45 degree kit	4
Robotunits	BAS 4108	Leveling foot M8 with bolt-down base	5
Robotunits	BAS 4108	Leveling foot M8 with bolt-down base	10
Robotunits	BLS M008S04	Flat washer	80
Robotunits	IBS M10X030	SOCKET HEAD CAP SCREW	8
Robotunits	PRO 10233	NOSE BAR BLOCK	2
Robotunits	9136424	BELT CONVEYOR	1
Robotunits	100695	ROBOTUNITS HSS-E TAP M8 DG	2
Rethink	70029-RETHINK	CLICKSMART PNEUMATIC LG GRIPPER (NC/NR)	1
Rethink	16005-RETHINK	PNEUMATIC SM GRIPPER KIT	1
SST	5136-SD-104	INTERFACE CARD DH+	1
TCI	KLR12CTB	TCI LINE REACTOR	3
TCI	KLR25ATB	3-PHASE LINE REACTOR 15HP	2
Telesis	13804-TELESIS	PULLY DRIVE FOR TMM5100	1
Telesis	13804-TELESIS	PULLY DRIVE FOR TMM5100	4
Telesis	14061-TELESIS	25 XL CARBIDE 30 DEGREE IMPACT PIN	2
Telesis	14961-TELESIS	PIN CARTRIDGE ASSY. FOR 25XL & 25L	1
Telesis	19815-TELESIS	CARBIDE TYPE 150S MARKING PIN 45 DEG	2
Telesis	15669-TELESIS	PIN CARTRIDGE ASS'Y FOR 150S	2
Telesis	14440-TELESIS	KEEPER FOR PIN CARTRIDGE	1
Telesis	42198-TELESIS	RD5 ROTARY DRIVE KIT (REQ. P.N. 42490)	1
Telesis	14057-TELESIS	25 L CARBIDE 22 DEGREE IMPACT PEN	1
Telesis	23698-TELESIS	MARKING HEAD CABLE, 8M. (26.2 FT)	1
Telesis	28915-TELESIS	BRASS CONNECTOR	1
Telesis	14051-TELESIS	25L STEEL 30 DEGREE MARKING PIN	2
Telesis	43366-TELESIS	8M EXT CABLE, HEAD TO TMC420	1
Telesis	28545-TELESIS	BLACK PNEUMATIC TUBING PRICE/FT	1
Telesis	40826-TELESIS	FILTER/REGULATOR ASSEMBLY	1
Telesis	17458-TELESIS	25L STEEL 60 DEGREE IMPACT PIN	2
Telesis	44414-TELESIS	TELESIS DISPLAY	3
Telesis	16676-TELESIS	25 L CARBIDE 60 DEGREE IMPACT PIN	1
Telesis	14448-TELESIS	BATTERY	1
Telesis	53995-TELESIS	MOUNTING POST W BASE & HAND CRANK	3
Telesis	23695-TELESIS	CABLE,4M LONG	2
Telesis	35200-TELESIS	PIN CARTRIDGE ASSY, LONG NOSE	1
Telesis	18525-TELESIS	FLEXIBLE HOSE	4
Telesis	18525-TELESIS	FLEXIBLE HOSE	8
Telesis	61022-TELESIS	Power Supply	2
Telesis	33203-TELESIS	FUSE,SMT,.75A,SMF STYLE	8
Telesis	41675-TELESIS	PIN,IMPACT,150SA,CARBIDE TIPPED	3

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Vendor Name	Item #	Item Description	Quantité
Telesis	31475-TELESIS	PIN,IMPACT,25EXL,PS,45DEG,3.875"L	2
Telesis	26834-TELESIS	Y-AXIS OPTO ASSEMBLY	10
Telesis	26834-TELESIS	Y-AXIS OPTO ASSEMBLY	1
Telesis	26969-TELESIS	X-AXIS MOTOR ASSEMBLY	1
Telesis	43446-TELESIS	CABLE ASSEMBLY,SC3500,INTERNAL,HEAD	1
Telesis	26971-TELESIS	X-AXIS OPTO ASSEMBLY	2
Telesis	16497-TELESIS	25 L 30 DEGREE DIAMOND -TIPPED	1
Telesis	26353-TELESIS	MARKING HEAD MOUNTING POST	1
Telesis	14052-TELESIS	25 L STEEL 45 DEGREE IMPACT PEN	3
Telesis	14050-TELESIS	25 L STEEL 22.50 DEGREE IMPACT PEN	1
Telesis	27186-TELESIS	25 L CARBIDE 30 DEGREE IMPACT PEN	1
Telesis	40644-TELESIS	OPTO ASSEMBLY, TMP7000, X-AXIS	1
Telesis	33162-TELESIS	TMC470 CPU Board	1
Telesis	77917-TELESIS	ETHERNET IP INTERFACE, EXTERNAL	7
Telesis	14062-TELESIS	25 XL CARBIDE 45 DEGREE IMPACT PIN	2
Telesis	18423-TELESIS	TUBING SET, PNEUMATIC 1/4" X 12'	5
Telesis	20122-TELESIS	Fuse , Controller Inlet - For 115 VAC op	7
Telesis	19443-TELESIS	Fuse , Controller Inlet - For 230 VAC op	2
Telesis	33176-TELESIS	Fuse, SMT, 2A, TD	6
Telesis	33184-TELESIS	Fuse, SMT, 1A	3
Telesis	42422-TELESIS	BOARD ASSEMBLY , TMC470 CONTROL	1
Telesis	32122-TELESIS	6MM M5 PUSH IN FITTING	3
Telesis	30333-TELESIS	SMC BARB FITTING	5
Telesis	24816-TELESIS	STANDOFF PCB MALE/FEMALE 4-40X5/8" ALUM	1
Telesis	24816-TELESIS	STANDOFF PCB MALE/FEMALE 4-40X5/8" ALUM	10
Telesis	37149-TELESIS	Pin Cartridge Assembly - For 25L or 25XL	1
Telesis	40643-TELESIS	OPTO ASS'Y 320/3200/3500 Y LIMIT 16"	1
Telesis	26831-TELESIS	MOTOR ASS'Y 12" LEADS, TMP15/1700	1
Telesis	39755-TELESIS	BALLSCREW ASS'Y Y,X DRIVE SC3500	1
Telesis	39757-TELESIS	BALLSCREW ASS'Y Y DRIVE SC3500	1
Telesis	35084-TELESIS	TUBING SET 6MMX4M BLACK/CLEAR	2
Telesis	55220-TELESIS	ASS'Y BOARD LIMIT/CONN,BM320,AUTO Z	4
Telesis	39776-TELESIS	MOTOR ASS'Y STEPPER X AXIS SC3500	2
Telesis	42457-TELESIS	FAN ASS'Y TMC470, 60MM W/.1"LS CONN	1
Telesis	37239-TELESIS	FILLER,FOAM TMC420 FAN, 1.6"X.75"X.55"	8
Telesis	42416-TELESIS	BATTERY COIN CR2025	3
Telesis	37743-02-TELESIS	KEYBOARD,ASSEMBLY,TMC420,LF	1
Telesis	26880-TELESIS	FAN,ASSEMBLY,TMC420 CONTROLLER	2
Telesis	14649-TELESIS	SCREW,SOCKET HEAD ,CAP,M3-0.5X8MM	1
Telesis	14649-TELESIS	SCREW,SOCKET HEAD ,CAP,M3-0.5X8MM	11
Telesis	15647-TELESIS	SCREW, FLATHEAD,CAP,M3-0.5 x 8MM	2
Telesis	15647-TELESIS	SCREW, FLATHEAD,CAP,M3-0.5 x 8MM	13
Telesis	30218-TELESIS	SCREW, OVAL HEAD PHILLIPS,M4-0.7 X 8MM,S	1
Telesis	30218-TELESIS	SCREW, OVAL HEAD PHILLIPS,M4-0.7 X 8MM,S	47
Telesis	11419-TELESIS	SCREW,SOCKET HEAD ,CAP,M5-0.8X12MM	24
Telesis	29006-TELESIS	SOLENOID VALVE	1
Telesis	56441-TELESIS	BOARD,ASSEMBLY,LIMIT/CONN,TMP1700/4100	1
Telesis	43659-TELESIS	MOTOR,ASSEMBLY, RACK ENGINE , 5 1/4	1
Telesis	79580-TELESIS	TMP2100/470 MARKING SYSTEM	1
Telesis	46533-TELESIS	TUBING , NYLON II , 3MM OD,1.8 MM ID CLR	13
Telesis	26970-TELESIS	OPTO ASSEMBLY, TMP4100,X AXIS	2
Telesis	44373-TELESIS	TELESIS OPTO ASSEMBLY, TMP4500,X AXIS,9"	1
Telesis	15639-TELESIS	WASHER,LOCK,M3	1
Telesis	17460-TELESIS	PIN,IMPACT,25XL,PS,60DEG,RAD	1
Telesis	76888-TELESIS	Interface - Profinet, external	1
Telesis	44129-TELESIS	STANDOFF, M3-.5 X 12mm M/F	5
Telesis	39797-TELESIS	ENCLOSURE,COVER,SC3500,NO CABLE HOLE	1
Telesis	45630-TELESIS	VALVE,ASSEMBLY,SOLENOID,SC3500	3
Telesis	28913-TELESIS	CABLE,ASSEMBLY,MARKER,TMP1700	2
Telesis	56441-2-TELESIS	BOARD,ASSEMBLY,LIMIT/CONN,SC2000	2
Telesis	14621-TELESIS	SCREW,SET,CUP POINT, M4-070 X 4MM	11
Telesis	78228-TELESIS	BOARD,ASSEMBLY,SHTR/DOOR RELAY	1

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Vendor Name	Item #	Item Description	Quantité
Telesis	45549-TELESIS	MOTOR,ASSEMBLY,TMP5500,Y AXIS	1
Telesis	51742-TELESIS	FUSE,GLASS,BK/MDL6-1/4R,6.25 A @250VA,LF	6
Telesis	19569-TELESIS	FUSE,GLASS,TD,BK/S506-6.3-R,LF	7
Telesis	78263-TELESIS	CABLE,ASSEMBLY,HEAD-CTRLR,FQDS,ILOCK,5M	1
Telesis	51427-TELESIS	LASER,CABLE,CONTROL,RTC3/4,10F/20F,10	1
Telesis	88848-TELESIS	LENS,F-THETA OBJECTIVE,160mm	1
Telesis	89480-TELESIS	ADAPTER,LENS,Fxx,EVC,UV	1
Telesis	68269-TELESIS	CABLE ASSEMBLY,FQ LASER,VARI-Z,GALVO CTL	1
Telesis	77571-TELESIS	CABLE,VARIOSCAN20,SECOND SCAN HEAD	1
Telesis	33446-TELESIS	8M CABLE - FACTORY INSTALLED	1
Telesis	18911-TELESIS	SCREW, PAN HEAD, PHILLIPS, SELF TAP,4X3	7
Telesis	62285-TELESIS	PANEL, BACK, TMC470	1
Telesis	42458-TELESIS	SCREW, PAN HEAD, PHILLIPS, M4-0.7 X 8MM,	7
Telesis	24154-TELESIS	NUT, HEX KEPSNUT, M4	4
Telesis	43239-TELESIS	SCREW, BUTTON HEAD, M3-0.5 X 12MM	17
Telesis	22190-TELESIS	SCREW, PAN HEAD, PHILLIPS, M3-0.5 X 10MM	4
Telesis	63098-TELESIS	GASKET, TEFLON, TMP4200 SERIES MARKER	7
Telesis	49625-TELESIS	SCREW PAN HEAD PHILLIPS M3-0.5 X 8MM SS	7
Telesis	47487-TELESIS	SCREW PAN HEAD PHILLIPS M3-0.5 X 6MM SS	7
Telesis	14646-TELESIS	SCREW, SOCKET HEAD, CAP, M3-0.5X14MM	8
Telesis	71063-TELESIS	BOARD,ASSEMBLY,LASER EMBEDDED I/O	1
Telesis	11417-TELESIS	SCREW, SOCKET HEAD, CAP, M4-0.7X25MM	3
Telesis	70775-TELESIS	CABLE,ASSEMBLY,LASER EMBED I/O,DB26S-15P	1
Telesis	81079-TELESIS	CABLE,ASSEMBLY,E15E I/O	2
Telesis	78280-TELESIS	INTERLOCK JUMPER ASSEMBLY (M12-4PIN)	1
Telesis	04629-TELESIS	SYSTEM,CUSTOM,ROTALEC,COOLING-KIT,DIALPR	3
Telesis	85146-01-TELESIS	Controller, TMC520, TMP1700 Configuratio	2
Telesis	77793-TELESIS-INT	VACUUM SYSTEM, FUMEX FA1 MINI INT USE	1
Telesis	68805-TELESIS-INT	COMPUTER,INDUSTRIAL,SIEMSMONITOR INT USE	1
Telesis	48223-TELESIS-INT	LASER,ZENITH 10F,PLUG,INTERLOCK INT USE	1
Telesis	80951-TELESIS-INT	RTC-4 CARD PCIE INT USE	1
Telesis	32094-TELESIS	Cartridge Lubricant Bimba HT-99-7CC	1
Telesis	58288-TELESIS	DISPLAY, LCD, GRAPHICS, 240x64	1
Telesis	26878-TELESIS	CABLE,ASSY,TMC420 KEYBOARD RIBBON	1
Telesis	90459-TELESIS	CO2-30 Stationary Laser	1
Telesis	LASER	DEMO ENCLOSURE PACKAGE	1
Telesis	11416-TELESIS	SCREW , SOCKET HEAD CAP M4-0.7 x 20 MM	4
Telesis	30793-TELESIS	FITTING,BARB,SMC, M-5AU-6	1
Telesis	42453-03-TELESIS	CONTROLLER, TMC470, SC3500 CONFIG	1
Telesis	79316-TELESIS	BOARD ,RTC,USB,SCANALONE , 3D OPTION	1
Telesis	77405-TELESIS	LASER,GALVO,SCANCUBE	1
Thomson	UT014-010	PLANETARY GEARHEAD, RATIO 10:1	1
Thomson	1BA-08-AJO-L40	END SUPPORT 1BA LINEAR GUIDE	2
Thomson	SRA-16-L36	ACCUGLIDE SHAFT RAIL 36IN	1
Thomson	CD10AAAH	MINIATURE CARRIAGE	1
Thomson	D12-20A5-08D	ELECTRAK 2 ACTUATOR, 8 IN	1
Thomson	NT34-010	NEMA TRUE GEARBOX, RATIO 10:1	1
Thomson	VT006-020	VALUE TRUE GEARBOX 20:1	1
Thomson	A12-05B5-04D	ELECTRAK5 4" STROKE,115VAC/500lbs	1
Thomson	A22-05B5-04D	ELECTRAK5 4" STROKE	1
Thomson	7112-448-069	BALL NUT ONLY FSI Style, 32 mm X 5 mm	2
Thomson	AQT060-030-	MICRON GEARBOX	1
Triomotion	P399	MC206 DAUGHTER ADAPTER BOARD	1
Triomotion	P280	DIFFERENTIAL STEPPER DAUGHTER	2
Emerson US	19VA1023B	125kW LS MTR-1500 LSRPM	1
Vahle	0250380/00	KWS TOWING ARM FOR KBSL/KSL	3
Vahle	0258806/00	FIXPOINT HANGER	3
Vahle	0360023/00	END CAP FOR V3	21
Vahle	0152140/00	END CAP (VKS-5 & 6)	6
Vahle	0161617/00	ANCHOR BAR FOR TRANSFER GUIDE	8
Vahle	0256164/01	TRANSFER FUNNEL	1
Vahle	0254892/00	CARBON BRUSH C/W HOLDER	2

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Vendor Name	Item #	Item Description	Quantité
Vahle	0168074/04	SPARE COLLECTOR GROUND	1
Vahle	0780004/00	END CAP VKS 10	6
Vahle	0600551/00	SEALING STRIP (10m, 20m OR 40m LENGTHS)	198
Vahle	0600005/00	JOINT CAP	4
Vahle	0600010/00	END FEED	1
Vahle	0600109/00	ASSEMBLING TOOL	2
Vahle	0600354/00	FASTENER	15
Vahle	0165008/00	TRANSFER GUIDE /END PIECE	4
Vahle	0310500/00	S1 FIXPOINT HANGER W/O HARDWARE	34
Vahle	0142073/00	U-10, 4 POLE COMPACT HANGER C/W ACC	97
Vahle	0165645/00	LOCATING CLAMP	154
Vahle	0316636/00	S2 TRACK 6M SECTION	2
Vahle	0316449/00	S2 END CAP	8
Vahle	0250004/00	KSL 4/60-4 POWERAIL 4M SECTION	20
Vahle	0165009/00	TRANSFER GUIDE/END PIECE	10
Vahle	0195291/00	CONNECTING MAT.FOR HEATING	11
Vahle	0190130/00	SLIDING HANGER	6
Vahle	0153512/00	COPPER GRAPHITE BRUSH	9
Vahle	0126504/00	RIGID JOINT	10
Vahle	0600422/00	End feed	3
Vahle	0167026/00	Unipole cond. Rail Stainless Phase	6
Vahle	0167086/00	Unipole cond. Rail Stainless ground 6m	2
Vahle	0167066/00	Unipole cond. Rail Copper ground	39
Vahle	0170010/00	LOCATING CLAMP USK 25 K4 INOX	18
Vahle	0171158/00	Feed terminals	5
Vahle	0170013/00	END CAP UK 25-L LOOSE	17
Vahle	0311324/00	PLASTIC BOX TRACK - 4M SECTION	5
Vahle	0234013/00	Sliding hanger clip	6
Vahle	0152011/00	Pressure spring DF	4
Vahle	0195248/01	JOINT MATERIAL VBLS 4/5	2
Vahle	0600035/00	JOINT FEED	5
Vahle	0162136/00	UNIPOLE COND RAIL 6m	10
Vahle	0168068/00	COLLECTOR BRUSH	21
Vahle	0162196/00	Unipole cond. Rail gound 6m	2
Vahle	0600199/00	Line power feed	1
Vahle	0315220/00	SLIDDING HANGER	10
Vahle	0317000/00	BUFFER STOP	6
Vahle	0316903/00	CABLE CARRIER	9
Vahle	0168082/00-2	U10,4 P. DBL COLLECTOR C/W GND,2M	4
Vahle	2807433/00	RAIL PLUG CONNECTOR (BRASS)	134
Vahle	0600061/00	POWERAIL W/BOLTED JOINT 1M	2
Vahle	0250002/00	POWERAIL	2
Vahle	0121502/00	CONTACT GREASE 100ML	2
Vahle	0312807/00	LEAD CARRIER	3
Vahle	0313282/00	LEAD CARRIER	4
Vahle	0312832/00	CABLE CARRIER	10
Vahle	0312845/00	CABLE CARRIER	9
Vahle	0312774/00	CABLE CARRIER W/QUICK SET NUT	10
Vahle	0310450/00	FIXPOINT HANGER	14
Vahle	0332748/00	BRASS-NICKEL PLATED CONDUIT NUT	20
Vahle	0316987/00	TRACK CLAMP	4
Vahle	0316957/00	LEAD CARRIER W/BUMPER	4
Vahle	0316908/00	CABLE CARRIER - STEEL	2
Vahle	0315200/00	SLIDING HANGER	62
Vahle	0315150/00	FIXPOINT HANGER	3
Vahle	0315140/00	SLIDING HANGER	24
Vahle	0332545/00	CABLES GLAN M32X1,5-2	20
Vahle	0312797/00	CABLE CARRIERS	15
Vahle	0235006/00	CLEANING BRUSH	2
Vahle	0316270/00	LEAD CARRIER	2
Vahle	0262018/00	BOLTED JOINT 40-160 A KBHS/40-200 A MKHS	33
Vahle	0168085/01-2	Double Collector KDS 2/40 -7-14 + 2m CBL	6

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Vahle	0169462/03	AKE TERMINAL BOX	2
Vahle	0310390/00	FIXING CLAW FOR SUPPORT BRACKET	135
Vahle	0781466/00-G3	CURRENT COLL - KESR55 GND NO. 7	2
Vahle	0600006/00	FEED TERMINAL FOR END FEED	2
Vahle	0316899/00	CABLE CARRIER	9
Vahle	0143112/00	COLLECTOR - GROUND	4
Vahle	0143111/00	COLLECTOR - PHASE	34
Vahle	0170595/00	BOLTED JOINT SPLICE	8
Vahle	0312537/00	CABLE CARRIER-STEEL FOR PLATFORM CBL	2
Vahle	0168088/00	COMPACT DOUBLE COLLECTOR	1
Vahle	0162166/00	HI-TEMP UNIPOLE COND.RAIL, 6M	4
Vahle	10004817	CONTROL PANEL	1
Vahle	10004179	HEATING CABLE, PER M	56
Vahle	0331241/00	CABLE ENTRY UNIT C/W SEALING PASTE	1
Vahle	0780010/01	SLIDING HANGER	3
Vahle	0258798/00	STIFFENER CLAMP (GALVANIZED)	24
Vahle	0127036/00	6M SHROUD COPPER PHS	20
Vahle	0175077/00	CARBON BRUSH	24
Vahle	0175060/00	END CAP LOOSE	5
Vahle	0175039/00	LOCATING CLAMP INOXIDABLE	24
Vahle	0258421/01	END FEED	2
Vahle	0781539/00	VLS-10-4/140 LINE FEED INCLUDING 1M BAR	2
Vahle	0262000/00	SLIDING HANGER	49
Vahle	0165006/01	JOINT FEED	171
Vahle	0166768/00	CLEANING COLLECTOR RDS 2/40	2
Vahle	0175416/00	INSULATED CONDUCTOR 6m	6
Vahle	0234730/00	Conductor threading tool EZR 9/10	2
Vahle	0166225/00	DOUBLE INSUL CBL BLK 2,5 PRICE/M	1164
Vahle	0600974/00	PVC ENCLOSED KBHF 4M 63AMP	1
Vahle	0590062/00	AVG BASE PLATE	1
Vahle	0120140/00	SS LOCATING CLAMP	20
Vahle	0600255/00	TRANSFER GUIDE RH	5
Vahle	0171256/00	INS CONDUCTOR 6m GROUND	6
Vahle	0600887/00	TOWING ARM	1
Vahle	0600975/00	POWER LINE FEED	1
Vahle	0165874/00	BRUSH SUPPORT STEM	5
Vahle	1010705/00	LOCKING PIN 2	31
Vahle	0310850/00-2800	TRACTION ROPE	20
Vahle	0142076/00	COMPACT HANGER KA 10-10 N	38
Vahle	0143379/00-2	COMPACT-DOUBLE COLLECTOR KDS 2/40-10-1	4
Vahle	0262076/00-5	COLL.TROLLEY W/SEAL.STRIP PLATE	1
Vahle	10002341	RUNNER WHEEL Ø 100 MM, GALVANIZED STEEL	1
Vahle	0175667/01	INSULATED HANGER UAD 35	31
Vahle	0175489/00	ES-UE35EA-L-B	14
Vahle	0175981/00	VM-UVH35 - 600AE-C	20
Vahle	0175646/00	U35 CONDUCTOR BAR 6,25M	28
Vahle	0170668/00	BRACKET PROFILE	116
Vahle	0170334/00	COLLECTOR BRACKET	8
Vahle	0310230/00	CONSOLE HK 300	68
Vahle	0175125/00	COLLECTOR BRACKET	8
Vahle	0175629/00	COND. DEAD SECTION	4
Vahle	0120116/00	FEED TERMINAL UEN 20/50 K4-B	15
Vahle	1001614/01	BASE PLATE 4-POLES	6
Vahle	1001615/01	BASE PLATE 6-POLES	6

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Vahle	1001616/01	BASE PLATE 8-POLES	5
Vahle	0143379/00	COMPACT-DOUBLE COLLECTOR	4
Vahle	0590000/01-MS	AGV COLLECTOR W/BRASS BRUSH HOLDER	2
Vahle	0349623/00	EXTENDING RUBBER CLAMPING	4
Vahle	0349621/00	EXTENDING RUBBER CLAMPING	4
Vahle	0600045/00	LINE FEED - KES 4/125HS - 1M	3
Vahle	DO NOT USE	do not use	1
Vahle	0600551/00-20	SEALING STRIP 20M KBH/MKL	2
Vahle	0120120/00	END CAP UK 20-L	20
Vahle	0590000/02-MS	AGV COLLECTOR BLS200-2-01-MS	1
Vahle	0155002/01	CARBON BRUSH KMKU 25/18.28	1
Vahle	0346356/00-0250	STEEL ROPE Z6-PVC	1
Vahle	0600350/00	CLEANING BRUSH KIT	32
Vahle	0600551/00-40	SEALING STRIP FOR KBH/MLK 40m	3
Vahle	0780991/00	POWERAIL VKS 10-4/60-1 HS 1M	1
Vahle	0150893/00	COLLECTOR KSTL 15 PHASE	3
Vahle	0170849/00	COMPACT HANGER KH 25/3	6
Vahle	0143758/04	UNIPOLE CONDUCTOR U10	73
Vahle	1011917/00	LOCKING CONE, PHASE + GROUND	102
Vahle	0600551/00-10	SEALING STRIP 10M KBH/MKL	1
Vahle	0262399/00	TRANSFER GUIDE MUH 6/63-100 LH	1
Vahle	0120009/00	ISOLATING SECTION	4
Vahle	0126923/00	DOUB CURRENT COLLECTOR GROUND	2
Vahle	0126616/00	COMPACT HANGER KH 20/5-5	68
Vahle	0126922/00	DOUB CURRENT COLLECTOR PHASE	10
Wago	209-501	BLANK CARD (PKG 5)	3
Wago	249-116	STOPPER (PKG 25)	23
Wago	280-321	SEPARATOR ORANGE (PKG 25)	2
Wago	280-402	JUMPER (PKG 25)	10
Wago	280-562	TERMINAL BLOCK (PKG 50)	1
Wago	281-623	TERMINAL BLOCK (PKG 50)	3
Wago	750-514	2 CHANNEL RELAY OUTPUT	1
Wago	750-600	END MODULE	1
Wago	280-687	GROUND TERMINAL BLOCK	53
Wago	280-422	ADJACENT JUMPER GREY (PKG OF 25)	4
Wago	280-341	END & INTERMEDIATE PLATE (PKG OF 25)	6
Wago	280-830	TERMINAL BLOCK (PKG 100)	1
Wago	280-641	3-COND THROUGH TERM	129
Wago	750-602	BUS POWER FEED MODULE W/O FUSE	5
Wago	750-602	BUS POWER FEED MODULE W/O FUSE	1
Wago	281-402	ADJACENT JUMPER (PKG 25)	6.48
Wago	880-901	2 CONDUCTOR TERM BLK W/O SHIELD (GREY)	138
Wago	284-907	2 COND GRND(EARTH)TERM BLOCK (PKG 25)	1
Wago	236-600	END PLATE SERIES 236 ORANGE	10
Wago	281-611	FUSED DISCONNECT TERM BCK W/FREE HOLDER	17
Wago	280-314	INTERM. PLATE F 4 COND.FR.ENTRY (PKG 25)	8
Wago	280-637	3 COND GND TERM BLK	33
Wago	280-324	END PLATE (PKG OF 25)	2
Wago	859-304	SWITCHING RELAY TERMINAL BLOCK	6
Wago	859-410	JUMPER BAR PUSH-IN TYPE 10-WAY (PKG 25)	27
Wago	281-619	TERMINAL BLOCK GREY (PKG 50)	3
Wago	750-841	PEC 100MBIT	2
Wago	280-336	END PLATE (PKG OF 25)	1
Wago	284-402	JUMPER (PKG OF 25)	4
Wago	750-341	ETHERNET FIELDBUS COUPLER	1
Wago	222-415	5 CON TERMINAL REUSEABLE (40 PCS)	22
Vahle	DO NOT USE	do not use	2
Wago	283-907	2-CONDUCTOR GROUND TERMINAL BLOCK	5
Wago	2002-1292	END & INTERMED PLATE ORANGE-PCK 25	8
Wago	280-826	DOUBLE POTENTIAL TERM. BLOCK	30
Wago	750-456	ANALOG INPUT TO READ NEW VOLTAGE	5
Wago	753-110	CONNECTOR	7
Wago	281-623/281-541	FUSE HOLDER (PKG 50)	5.68
Wago	750-636	DC DRIVE CONTROLLER 24V/5A	1
Wago	2002-1491	END / INTERMEDIATE PLATE GRAY (PKG 25)	12

LOT 1: Inventaire

Vendor Name	Item #	Item Description	Quantité
Wago	2002-402	PUSH IN JUMPER BAR 2-WAY (PKG 25)	1
Wago	750-604	MODULE W/ 8 (-) TERMINALS ONLY	3
Wago	2000-402	COMB-TYPE JUMPER BAR (2-WAY) (25 x pack)	1
Wago	2000-402	COMB-TYPE JUMPER BAR (2-WAY) (25 x pack)	13
Wago	750-843	ETHERNET TCP/IP PROG FIELDBUS CTLR	9
Wago	2002-1207	2 COND GRD RL MTD TERM BLK-TJS	1
Wago	2004-1202	2 COND RL MTD TERM BLK-TJS	1
Wago	2004-1304	3 COND RL MTD TERM BLK-TJS	49
Wago	216-267	FERR INSUL. GREY 4.0QM 12MM(PKG 1000)	9
Wago	2002-1401	4-COND RL MTD TERM BLK-TJS	100
Wago	852-111	5 PORT ECO SWITCH	15
Wago	280-312	END PLATE (PKG OF 25)	6
Wago	232-509/007-000	9POS DBL PIN HDR W/MTG FT	25
Wago	222-415/K194-4045	LEVERNUT TRM BLK 5-CON 40 PACK	22
Wago	858-304	4 C/O RELAY MODULE, 24VDC	1
Wago	769-104	FEMALE PLUG 1 COND,4 POLE	1
Wago	2002-1404	4 COND RL MTD TERM BLK-TJS	1
Wago	2002-1392	END / INTERMEDIATE PLATE ORANGE	10
Wago	852-112	8-PORTS,100BASE-TX,IND.ECO.SWITCH	1
Wago	750-1405	16DI 24V DC 3,0ms	10
Wago	787-712	ECO-POWER 1-PH 2.5A, 24V DC	10
Wago	873-902	2-P BALLAST CON. YEL SLD - 2, PKG OF 25	24
Wago	216-204	AWG16 FERRULE 1.5MM BLACK (PKG 1000)	1
Wago	216-206	AWG14 FERRULE 2.5MM BLUE (PKG 100)	7
Wago	216-207	AWG12 FERRULE 4.0MM GREY (PKG 100)	5
Wago	2010-1392	TOPJOB S ENDPLATE ORANGE (PKG 25)	1
Wago	2009-115	WMB INLINE, 5MM ROLL, 1500 MARKERS	3
Wago	2002-1611	2 COND TJS PVT FUSE TERM GREY	1
Wago	210-719	OPERATING TOOL ISOLATED SHAFT	6
Wago	750-1504	16DO 24V DC 0.5A	1
Wago	210-721	OPERATING TOOL W/PARTIAL ISOL. SHAFT	2
Wago	2006-1692	TOPJOB END PLATE ORANGE	1
Wago	281-611/281-417	FUSE DISCONNECT TRM BLOCK (PKG 50)	17
Wago	787-1002	COMPACT-POWER 1-PH,1.3A,24VDC	1
Wago	859-406	JUMPER BAR PUSH-IN TYPE 6WAY	11
Wago	2006-402	2 WAY JUMPER (PKG 25)	1
Wago	857-304	RELAY 24VDC	10
Wago	221-500	MOUNTING CARRIER, 10PCS	10
Wago	221-415/K194-4045	COMPACT SLICING CONNECTORS, 25PCS	2
Wago	250-109	PCB TERMINAL BLOCK (pack 50)	18
Wago	2000-1404	TERMINAL BLOCK 4 COND	100
Wago	2000-1491	END PLATE	8
Wago	2009-113	WMB INLINE 3.5MM REEL (2300 MARKERS)	1
Wago	750-362	FIELDBUS COUPLER MODBUS TCP; 4th GEN.	11
Wago	787-1732	POWER SUPPLY 24VDC, 10A	8
Wago	249-130	20 ml ALU-PLUS-NOT CSA AND CUL APPROVED	1
Wago	210-648	Blade: 2.5 x 0.4 mm	3
Wago	750-363	FLDBUS COUP ETHNET/IP 4GEN 750SER 24VDC	4
Wago	787-876	LEAD-ACID AGM BATTERY MODULE 7.5A	1
Wago	216-284	FERRULE ; SLEEVE FOR 1.5 mm² / AWG 16	400
Wago	216-105	Ferrule	750
Wago	216-107	Ferrule; Sleeve for 4 mm² / AWG 12	1000
Wago	852-112/000-001	Industrial-ECO-Switch, 8Port, black	1
Wampfler	037421-28.3	RUNNING GEAR FOR S8X18.4	11
Weintek	CMT3072-	OBSOLETE-REPLACED BY CMT3072XH	1
Weintek	CMT3152X	15" HMI; BUILT IN EASYACCESS 2.0	1
Westermo	RM-240/300	RADIO MODEM 300 mW, 2.4 GHz	1
Wonderware	IND-15002NT-RT	RUNTIME FOR WIN 2000 AND NT	1
Wonderware	CF-STANDRD-N-	Customer First-Standard-WW HMI SCADA	1
Molex	ENSP1F5	FEMALE STANDARD RJ45 (MLQ OF QTY 4)	3
Molex	804000A09M020	MIC 4P FP DC W/2M #22 REF #80456-A	15
Molex	1R3006A20A120	13 WIRE MALE MINI CONN. RECEPTACLE	3
Molex	804000A09M100	4 POLE FEMALE CONNECTOR 10M	14
Molex	805001A09M100	MIC 5P FP 10M 90DEG 22/5 PVC	14
Molex	885032A09M050	MIC DBL END CBL 5P FEMALE ST/90 5M	2

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**LOT 1: Inventaire**

Vendor Name	Item #	Item Description	Quantité
Molex	E462N3N30062C4L	11mm DIN C/W LED&VAR 3M PVC	31
Molex	704001D02F200	MICRO 4 PINS 20FT CONNECTOR (MLQ 4 PCS)	4
Molex	804000A09M200	4 POLE FEMALE CONNECTOR 20M	15
Molex	E11A06003M006	MICRO,MS/MS	10
Molex	104001A03F150	15FT CABLE, 4P 18/4	3
Molex	805000A09M200	5 POLE FEMALE CONNECTOR 20M	13
Molex	804000A09M110	4 POLE FEMALE CONNECTOR 11M	2

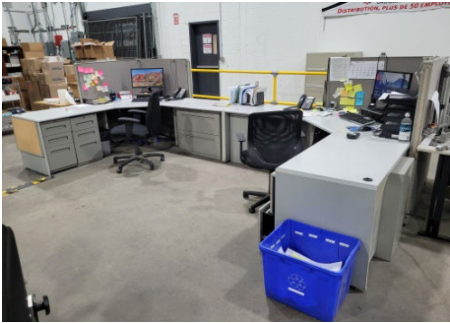




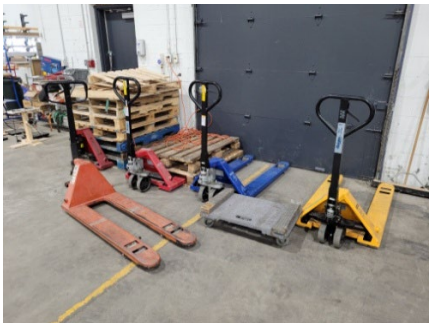





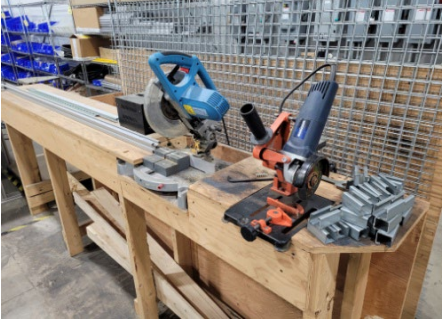

LOT 2: Entrepôt - Équipements et Outillage de Production

QTÉ	DESCRIPTION
<u>BUREAUX - Ingénierie</u>	
1	Wanhao imprimante 3d FDM model: Duplicator 12/500 avec camera et contrôleur
1	MasterCraft coffre a outils
1	Fluke scopemeter
1	HP imprimantes à plan DesignJet T520
<u>ENTREPOT</u>	
1	Classeur en métal beige, 4-tiroirs, latéral
1	Tableau d'affichage en liège
1	Étagère à tablettes grillagées en chrome 48"
2	Classeur en métal noire, 2-tiroirs
2	Stations de travail en "L", en mélamine gris avec cabinet 3-tiroirs, et classeurs 2-tiroirs latéral
7	Chaises assorties
1	Lot de (12) tables de travailles assorties
1	Lot de (9) classeurs assorties
1	Pelouze balance d'expédition digital model: 4010
2	Diable assorties
1	Lot de poubelles assorties (approx 25)
2	Chariots feillard assorties (nylon et métal)
1	Lot de matériels d'emballage composée de: boites, cartons, papiers d'emballage, papier bulle, etc...
4	Production Basics stations de travail en métal et mélamine, avec éclairage, tiroir, tablette, et prises électrique
6	Ventilateurs piédestal assorties
1	Chariots plateforme en métal bleue
2	Lot de sections de clôture assorties (approx 30 sections)
1	Table pliante
1	Lot de chaises en plastique (approx 25)
1	Armoire mélamine brun, 2-portes, 2-tiroirs
1	Lot de sections d'étagères en métal assorties (approx 60)
1	Lot d'étagère à tablettes grillagées en chrome 48" (approx 20)
5	Armoires en métal à 2-portes, assorties
4	Chariots assorties
1	AGF escabeau/plateforme amovible en métal bleue
2	Sections d'étagères en plastique
1	Lot de fournitures et produits nettoyant
2	Sections d'étagères à palets industrielle
3	Escabeau en aluminium assorties
1	Sections de clôture en métal 8'x8' avec porte
1	Chariots plateforme en métal rouge
6	Transpalettes assorties
4	Balances d'expéditions digital assorties
1	Canway escabeau/plateforme amovible en métal bleue
1	Station de travail avec câblage de fabrication artisanal
1	Craftsman coffre a outils
1	Bosch perceuse a chocs sans balais, 18V
1	Ridgid banc de scie model: R4512, 10"
1	Stanley coffre outils
1	Milwaukee pack out system de coffre outils
1	Lot d'outils manuelle et électrique
1	Better Built coffre de rangement de chantier en métal bleue
1	Milwaukee établi mobile à 11 tiroirs, 52", avec lot d'outils et mèches assorties
1	Husky coffre de rangement 60", avec lot d'outils et mèches assorties
1	Dewalt scie fendeuse 14"
1	Ridgid scie à ongles coulissante 12"
1	Mastercraft perceuse a colonne 12"
1	Mastercraft scie à ongles
1	Hitachi ponceuse a disc et courroie model: SB10Y
1	Emmegi tronçonneuse simple tête à lame ascendante model: SCA Mini 400P

LOT 2: Entrepôt - Équipements et Outillage de Production

QTÉ	DESCRIPTION
PRODUCTION	
1	Lot d'étagère à tablettes grillagées en chrome 48" (approx 20)
1	Lot de tables de travail fabrication artisanal assorties (10)
3	Étagères industrielle en porte à-faux assortie
1	Escabeau en aluminium 8'
1	Ventilateur piédestal
1	Chariot feuillard
2	Chaises
1	Bureau en mélamine chêne, 3 tiroirs
1	Armoire à 2-portes
1	Classeur en métal 4-tiroirs
5	Sections d'étagères en métal
1	Escabeau en aluminium 6'
1	Dewalt scie à onglets coulissante à double biseau, 12", sur table de travail fabrication artisanal de 15'
1	Makita scie fendeuse 14"
1	Xebec assécheur d'air réfrigère model: ADXCool
1	DV Systems compresseur d'air model: TAPV-5052-69MS, 5Hp, 80gal
1	Mastercraft meuleuse d'angle
1	Vahle scie fendeuse 14", sur table de travail fabrication artisanal de 9'
1	Lite Fuze transformateur convertisseur de tension model: VT-100
1	Uline balance
1	Evolution scie à tronçonner RAGE4, 7 1/4"
1	Craftex perceuse à colonne piédestal model: CX 610
1	King perceuse a colonne piédestal model: KC-16FC 5/8
1	Milwaukee établi mobile à 11 tiroirs, 52", avec lot d'outils et mèches assorties
1	Makita meuleuse droite model: GD0800C, 1/4
1	King dépolissièreur a métal model: KC-7300C, 2HP
1	Aslan Machine Inc tronçonneuse à lame ascendante model: US1-550, avec convoyeur d'entrée motoriser de 22', et
1	Station de perceuse à 2 têtes de fabrication artisanal
1	Porter Câble meule d'établi model: PCXB515BG
1	Irwin étau d'établi #5
1	Ridgid aspirateur d'atelier sec/humide
1	Stanley aspirateur d'atelier sec/humide
2	Lite Fuze transformateur convertisseur de tension model: VT-100
1	Milwaukee établi mobile à 11 tiroirs, 52", avec lot d'outils et mèches assorties
1	Coffre à outil 8-tiroirs
1	Lot d'outils électrique assorties composée de: Calipers, station de soudure, pistolet thermique, mèches, Fluke, outils

LOT 2: Entrepôt - Équipements et Outillage de Production

QTÉ	DESCRIPTION	
		
		
		
		
		
		
		
		
		

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LOT 2: Entrepôt - Équipements et Outillage de Production

QTÉ	DESCRIPTION
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LOT 3: Matériel Roulant**QTÉ****DESCRIPTION**

- 1 **Clark** chariot élévateur au propane model: GCS25MB, 108 hrs, s/n: G138MB-0152-6478FA
- 1 **Komatsu** chariot élévateur au propane model: FG25ST-12, 6050 hrs, s/n: 568313A
- 1 **Ford** Edge 2012, 284694 km, VIN: 2FMDK4JC5DBA19283



LOT 4: Mobilier de Bureaux et Équipements Informatique

QTÉ	DESCRIPTION
<u>BUREAUX ADMINISTRATIFS</u>	
1	Porte-manteaux
1	Chaise pliante
<u>BUREAUX ADMINISTRATIFS - Salle de Conférences</u>	
1	Herman Miller table de conférence en mélamine blanc, 9'x4'
7	Herman Miller chaises en matériel blanc model: Setu sur roulettes
1	Tableau blanc magnétique effaçable à sec
1	Plante artificielle
1	LG Téléviseur intelligent 55" LED model: 55LJ5500, sur chariot
1	Logitech système vidéo-conférence model: Meetup V-R0007
1	Polycom téléphone IP model: Soundpoint IP 335
<u>BUREAUX ADMINISTRATIFS - Bureau Farhat</u>	
1	Herman Miller bureau en L en mélamine blanc 72"x72", 2-tiroirs
3	Herman Miller chaises en matériel blanc model: Setu
1	Philips moniteur 24" model: 246V5L
1	Lampe
1	Arbre à manteaux
1	Polycom téléphone IP model: Soundpoint IP 335
<u>BUREAUX ADMINISTRATIFS - Bureau NA</u>	
1	Herman Miller bureau en L en mélamine blanc 72"x72", 2-tiroirs
2	Herman Miller chaises visiteurs en matériel blanc model: Setu
1	Chaise en matériel noir sur roulettes
1	Polycom téléphone IP model: Soundpoint IP 335
1	LG moniteur 24" model: 24M37D
1	Station d'accueil pour Thinkpad
<u>BUREAUX ADMINISTRATIFS - Bureau Contrôleur</u>	
1	Herman Miller bureau en L en mélamine blanc 72"x72", 2-tiroirs
2	Herman Miller chaises visiteurs en matériel blanc model: Setu
1	Chaise en matériel noir sur roulettes
1	Arbre à manteaux
2	LG moniteurs avec support de bureau double
1	Tableau mural
<u>BUREAUX ADMINISTRATIFS - Bureau NA</u>	
1	Herman Miller bureau en L en mélamine blanc 72"x72", 2-tiroirs
2	Herman Miller chaises visiteurs en matériel blanc model: Setu
1	Herman Miller chaise en matériel blanc model: Setu sur roulettes
2	Lenovo moniteurs avec support de bureau double
1	Polycom téléphone IP model: Soundpoint IP 335
1	Arbre à manteaux

LOT 4: Mobilier de Bureaux et Équipements Informatique

QTÉ	DESCRIPTION
<u>BUREAUX ADMINISTRATIFS - Bureau NA</u>	
1	Herman Miller bureau en L en mélamine blanc 72"x72", 2-tiroirs
2	Herman Miller chaises visiteurs en matériel blanc model: Setu
1	Herman Miller chaise en matériel blanc model: Setu sur roulettes
1	Station d'accueil pour Thinkpad
2	LG moniteurs avec support de bureau double
<u>BUREAUX ADMINISTRATIFS - Réception</u>	
4	Ikea chaises en vinyle noir
1	Table de centre en vitre et métal noire 36"x18"
2	Plantes naturelles
5	Ikea chaises en tissu blanc
1	Table de bout en vitre en métal noire 20"x20"
1	Herman Miller bureau en mélamine blanc 105"x30", 3-tiroirs
1	Herman Miller crédence en mélamine blanc 110"x20", 4-portes, 2-tiroirs
4	Tables pliantes
1	Lot de chaises pliantes assorties (approx 20)
1	Grill Chef barbecue au propane model: Big-8116
<u>BUREAUX ADMINISTRATIFS - Salle de Conférences</u>	
1	Herman Miller table de conférence en mélamine blanc, 14'x4'
15	Herman Miller chaises en matériel blanc model: Setu sur roulettes
1	Cuisinart réfrigérateur compact
1	Polycom téléphone IP model: Soundpoint IP 335
1	Logitech système vidéo-conférence
1	Samsung Téléviseur intelligent 55" LED model: 55LJ5500, sur chariot
1	Table de console en bois noire 48"x15"
<u>BUREAUX - Papeterie</u>	
3	Armoire en métal beige
1	Étagère à tablettes grillagées en chrome 48"
1	Table ronde en mélamine, 36" dia
3	Chaises en plastic
1	Étagère en métal noire
1	Swingline déchiqueteuse a papier model: 100X
1	Tableau blanc magnétique effaçable à sec
<u>BUREAUX - Salle à Diner</u>	
12	Herman Miller tables en mélamine gris, 40"x30"
1	Lot de chaises en plastique assorties (approx 25)
3	Réfrigérateur domestique assorties
1	Tableau d'affichage en liège
1	Ikea futon en tissu noire
1	Ikea table en bois 60"x30"
1	Hisense Téléviseur intelligent 4k 50" model: 50H7709
1	Nintendo switch avec station d'accueil
6	Four a micro-ondes assorties
1	Black & Decker grille pain/four en acier inox
1	Drinkpod 2000pro Distributeur et refroidisseur d'eau chaude et froide sans contact

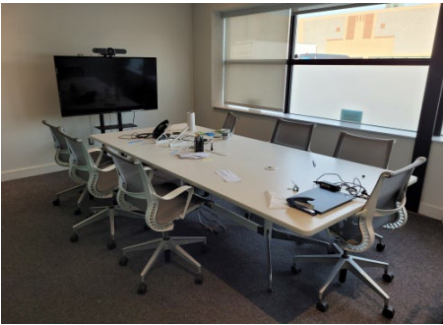

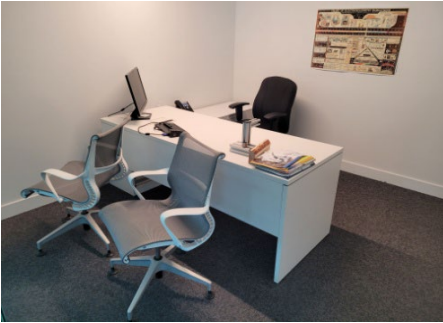
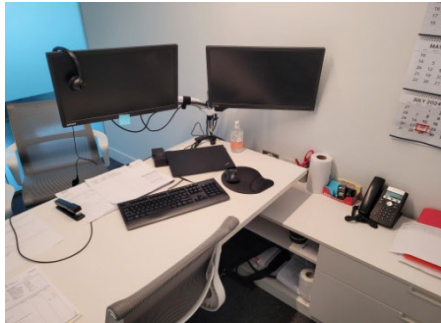





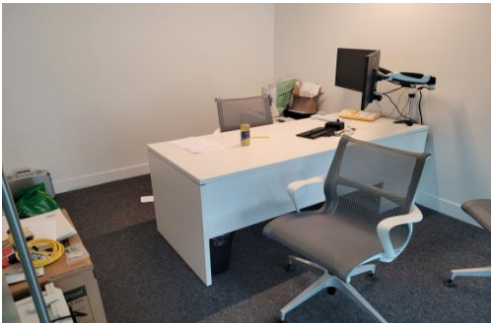
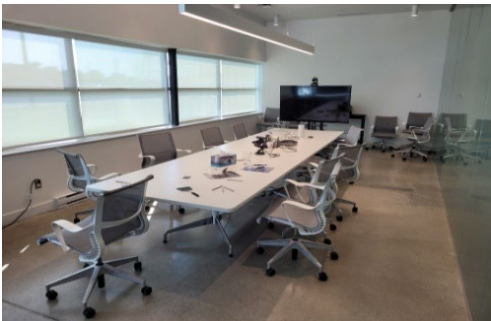

LOT 4: Mobilier de Bureaux et Équipements Informatique

QTÉ	DESCRIPTION
<u>BUREAUX - Aire Ouverte</u>	
2	Chaises en tissu noir sur roulettes
2	Classeur en métal beige, 4-tiroirs, latéral
3	Lenovo stations d'accueil pour Thinkpad
1	Lot de (25) moniteurs assorties avec supports a bureau
13	Polycom téléphones IP model: Soundpoint IP 335
1	HP ordinateur avec clavier et souris
1	HP imprimante LaserJet P3015
2	Lenovo micro-PC Thinkcenter M710Q
1	Tellerscan scanner à cheque model: TS240
1	Lenovo ordinateur portable model: Thinkpad T490s, avec station d'accueil, clavier et souris
2	Lenovo ordinateur portable model: Thinkpad T490, avec stations d'accueils, claviers et souris
2	Lenovo ordinateur portable model: Thinkpad T480, avec stations d'accueils, claviers et souris
1	Lenovo ordinateur portable model: Thinkpad T470s, avec station d'accueil, clavier et souris
4	Plantes naturelles
2	Lenovo stations d'accueil pour Thinkpad
2	Porte-manteaux
1	Insignia Téléviseur 40" LED
1	Aircare humidificateur model: MA121
<u>BUREAUX - TI</u>	
1	Herman Miller table en mélamine gris, 10'x30"
1	Chaise en tissu noir sur roulettes
1	Chaise plastique
2	Étagères à tablettes grillagées en chrome 48"
1	Escabeau en aluminium 6'
1	California Air Tools compresseur à air 2010A, 1Hp
1	Lot de pièces et composantes informatique assorties composée de: (5) ordinateur, (5) moniteurs, (3) imprimantes, (8) téléphone intelligents, (11) ordinateurs portables, lot de pièces et batteries, etc...
<u>BUREAUX - Salle Serveurs</u>	
3	Étagères à tablettes grillagées en chrome 48"
2	Sections d'étagères en métal
3	Electron Métal racks à serveurs 74"
3	HP Proliant serveurs model: DL380e Gen 8
1	HP StorageWorks model: P2000 disk enclosure, 24 drives
1	HP StorageWorks model: D2700 disk enclosure, 25 drives
1	HP Proliant serveur model: ML350 G6
1	Tripp Lite batterie de réserve model: SU5000XFMRT2U
1	APC batterie de réserve model: SRT8KXLT
3	ProCurve switch model: 3500y1-24G
2	HP tours ordinateurs avec clavier et souris
1	Compaq moniteur model: S1922
1	Zebra imprimante model: GK420t
2	Ubiquity Unifi switch 48 model: US-48-500W
1	NVR système camera
1	Ubiquity Unifi switch 8, 60W
1	Lot de pièces et composantes informatique assorties composée de: routers, (10) Téléphone IP Polycom, (6) imprimantes, (10) moniteurs, claviers, souris, station d'accueil pour portables, (4) ordinateurs, (14) portables, (10) switches, (3) batteries de réserve, (3) téléviseurs, trépieds, lot supports de bureau, etc...




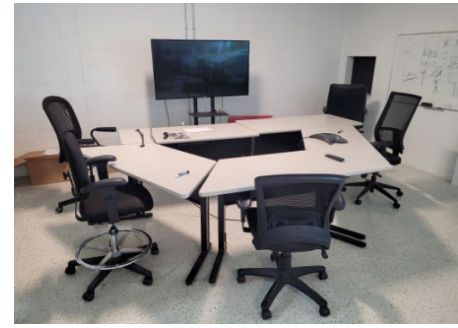

LOT 4: Mobilier de Bureaux et Équipements Informatique

QTÉ	DESCRIPTION
<u>BUREAUX - Ingénierie</u>	
8	Bretford bureau assorties en mélamine gris
17	Chaises en tissu noir sur roulettes
4	Section d'étagère en métal
2	Tableaux blanc magnétique effaçable à sec
1	LG Téléviseur intelligent 55" LED model: 55LX341C, sur chariot
1	Polycom Sound Station IP 6000
1	Lot de (20) moniteurs assorties avec supports a bureau
3	Lenovo ordinateur portable model: Thinkpad P15s, avec station d'accueil
2	Lenovo ordinateur Thinkstation avec clavier et souris
2	Classeur en métal gris, 3-tiroirs, latéral
1	HP ordinateur model: 6200 pro avec clavier et souris
4	Lenovo stations d'accueil pour Thinkpad
1	Lenovo ordinateur portable model: Thinkpad T470, avec station d'accueil
5	Polycom téléphones IP model: Soundpoint IP 335
1	LeVort humidificateur
4	Plantes naturelles
3	Classeur en métal gris, 2-tiroirs, latéral
1	Asus ROG ordinateur portables model: G752V
1	Lenovo ordinateur portable model: Thinkpad P52S, avec station d'accueil
2	Armoires en métal beige
1	Table de travail de fabrication artisanal
4	Production Basics stations de travail en métal et mélamine, avec éclairage, tiroir, tablette, et prises électrique
1	Ordinateur custom ROG
4	Section d'étagère en métal
2	Armoires en métal assorties
<u>ENTREPOT</u>	
1	HP rack à serveur 72"
3	HP ordinateurs avec claviers, souris, et moniteurs 21"
1	Lenovo ordinateur avec clavier, souri, et moniteur
2	Polycom téléphones IP model: Soundpoint IP 335
3	HP imprimantes assorties
1	Cisco switch model: SF100-24
1	TrippLite batterie de réserve
<u>PRODUCTION</u>	
1	HP ordinateur de bureau avec clavier, souris, et moniteur
1	Polycom téléphone IP model: Soundpoint IP 335
1	Honeywell imprimante a étiquette M-Class Mark 2
1	Wago imprimante thermal
1	Brady imprimante a étiquette portatif model: BMP 41

LOT 4: Mobilier de Bureaux et Équipements Informatique

QTÉ	DESCRIPTION
	
	
	
	
	
	

LOT 4: Mobilier de Bureaux et Équipements Informatique

QTÉ	DESCRIPTION	
		
		
		

LOT 5: Robots**QTÉ****DESCRIPTION**

- 1 Robot H2017 s/n: YKEC8
- 1 Robot A0509 s/n: YGE1E5
- 1 Robot A0509 s/n: YGE1E4
- 1 Robot 0912 s/n: XFC5H2
- 1 Robot H2017 s/n: WLB7B1
- 1 Robot H2017 s/n: YAD6C4
- 1 Robot H2017 s/n: XMD4C4





Office de la propriété
intellectuelle
du Canada

Un organisme
d'Industrie Canada

Canadian
Intellectual Property
Office

An Agency of
Industry Canada

Marques de commerce

Certificat d'enregistrement

La présente atteste que la marque de commerce identifiée dans l'extrait ci-joint, tiré du registre des marques de commerce, a été enregistrée et que ledit extrait est une copie conforme de l'inscription de son enregistrement. Conformément aux dispositions de la *Loi sur les marques de commerce*, cette marque de commerce est renouvelable tous les quinze ans à compter de la date d'enregistrement.



Trade-marks

Certificate of Registration

This is to certify that the trade-mark, identified in the attached extract from the register of trade-marks, has been registered and that the said extract is a true copy of the record of its registration.

In accordance with the provisions of the *Trade-marks Act*, this trade-mark is subject to renewal every 15 years from the registration date.

ROTALEC

Numéro d'enregistrement
Registration Number **TMA896,779**

Numéro de dossier
File Number **1569824**

Registraire des marques de commerce
Registrar of Trade-marks

Date d'enregistrement
Registration Date **18 fév/Feb 2015**

APPENDIX "I"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

THE TORONTO DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.**

Respondents

**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**

AFFIDAVIT OF OLIVIER BENCHAYA
(Sworn September 9, 2024)

I, Olivier Benchaya, CPA, CIRP, LIT, of the City of Montreal, in the Province of Québec,

MAKE OATH AND SAY:

1. I am a partner at Richter Inc. (“**Richter**”), who was appointed as interim receiver (the “**Interim Receiver**”) of all of the assets, undertakings and properties of Buchh Holding Inc., 2371561 Ontario Inc., Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. pursuant to subsection 47(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended.

2. On July 31, 2024, Richter was appointed as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Buchh Holding Inc., Britman Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. acquired for, or used in relation to, a business carried on by the Debtor, including all proceeds thereof.
3. I am the partner responsible for the services rendered as Interim Receiver and Receiver herein. Accordingly, I have knowledge of the matters hereinafter deposed to.
4. Attached hereto as **Exhibit “A”** is a true copy of the statements of account of Richter in respect of services rendered as Interim Receiver for the period from July 12, 2024 through July 30, 2024 (the “**Interim Receivership Statements of Account**”). During that period, the total fees incurred were \$53,196.75 plus applicable taxes of \$7,966.22, for an aggregate amount of \$61,162.97.
5. Attached hereto as **Exhibit “B”** is a true copy of the statements of account of Richter in respect of services rendered as Receiver for the period from July 30, 2024 through August 16, 2024 (the “**Receivership Statements of Account**”). During that period, the total fees incurred were \$118,458.90 and applicable taxes of \$17,739.23, for an aggregate amount of \$136,198.13.

6. As set out in the following chart, 415.45 hours were incurred by Richter, for the period from July 12, 2024 through August 16, 2024:

Name	Total Hours	Hourly Rate (\$)
Amine Dali-Braham	141.00	340.00
Andrew Adessky	19.60	770.00
Carol O'Donnell	24.90	335.00
Giordano Proulx	29.25	120.00
Magali Dumouchel	113.25	470.00
Olivier Benchaya	63.25	770.00
Shawn Travitsky	24.20	575.00
TOTAL:	415.45	459.00

7. The activities detailed in the Interim Receivership Statements of Account and the Receivership Statements of Account accurately reflect the services provided by Richter and the rates charged are at the standard hourly rates of those individuals at the firm at the time they were incurred.
8. As of the date of swearing this affidavit, Richter has not been paid any amounts in respect of amounts owing under the Statements of Account.

9. I swear this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of Richter.

SWORN REMOTELY by Olivier Benchaya
of the City of Montreal, in the Province of
Québec, before me at the City of Toronto, in
the Province of Ontario, on September 9, 2024
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.

DocuSigned by:

Dylan Chochla

F8C91A70D298483...

Commissioner for Taking Affidavits
(or as may be)

DYLAN CHOCHLA

Signed by:



20AB5CDB053542D...

OLIVIER BENCHAYA

This is Exhibit “A” referred to in the Affidavit of Olivier Benchaya sworn by Olivier Benchaya of the City of Montreal, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Dylan Chochla

F8C31A70D208483...

Commissioner for Taking Affidavits (or as may be)

DYLAN CHOCHLA

EXHIBIT A

RICHTER

BUSINESS | FAMILY OFFICE

Rotalec Canada Inc.
5000 boulevard Thimens
Saint-Laurent, QC H4R 2B2

Date: 09/05/2024
Invoice No.: 20410366
Engagement No.: 2023727
Payment Terms: Due on Receipt

RE: Interim Receivership

Professional services rendered in our capacity as Interim Receiver for the period up to July 30, 2024 \$ 59,107.50

Less: Courtesy discount (10%) -5,910.75

Sub-Total	53,196.75
GST/HST #885435842 RT0001	2,659.84
QST #1001331511 TQ6604	5,306.38
Total Due	CAD \$ 61,162.97

MONTRÉAL

Richter Inc.
1981 McGill College
Montréal QC H3A 0G6
514.934.3400

TORONTO

181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

[RICHTER.CA](https://richter.ca)

Invoice No.: 20410366
Date: 09/05/2024

Fees

Name	Hours	Rate	Amount
Amine Dali-Braham	45.00	\$ 340.00	\$ 15,300.00
Andrew Adessky	9.70	770.00	7,469.00
Carol O'Donnell	1.10	335.00	368.50
Giordano Proulx	3.00	120.00	360.00
Magali Dumouchel	31.75	470.00	14,922.50
Olivier Benchaya	25.00	770.00	19,250.00
Shawn Travitsky	2.50	575.00	1,437.50
	118.05		\$ 59,107.50

Invoice No.: 20410366
Date: 09/05/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
07/12/2024	Olivier Benchaya Discussions re: next steps	1.00	\$ 770.00	\$ 770.00
07/15/2024	Olivier Benchaya Calls with TD	1.00	770.00	770.00
07/16/2024	Olivier Benchaya Calls with TD re: Interim Receiver	0.75	770.00	577.50
07/17/2024	Olivier Benchaya Calls with TD	0.75	770.00	577.50
07/18/2024	Olivier Benchaya Calls with the Bank, calls with Andrew Adessky	1.00	770.00	770.00
07/19/2024	Olivier Benchaya Court attendance and calls with Bank	1.00	770.00	770.00
07/22/2024	Carol O'Donnell File Interim Receiver documents with the OSB	0.50	335.00	167.50
07/22/2024	Olivier Benchaya Call with TD. Setting up monitoring process with team	2.25	770.00	1,732.50
07/22/2024	Amine Dali-Braham Working on cash flow with client	6.00	340.00	2,040.00
07/22/2024	Andrew Adessky Call with A. Meilleur; call with F. Buchh; discussions with O. Benchaya, A. Dali-Braham	1.00	770.00	770.00
07/23/2024	Olivier Benchaya Various calls with the Bank. Supervision of team on site. Coordinating inventory counts; discussion with A. Adessky	1.75	770.00	1,347.50
07/23/2024	Amine Dali-Braham Working on cash flow and other items, meeting with client and employees; call with A. Adessky	6.00	340.00	2,040.00
07/23/2024	Andrew Adessky Update with O. Benchaya; call with O. Benchaya and F. Buchh; calls with O. Benchaya and A. Bezner; call with D. Meilleur re inventory counts; calls with A. Dali-Braham	1.10	770.00	847.00
07/24/2024	Carol O'Donnell Follow up with OSB regarding estate number	0.10	335.00	33.50
07/24/2024	Olivier Benchaya Various calls with the Bank. Supervision of staff. Call with Liquidator	1.25	770.00	962.50
07/24/2024	Magali Dumouchel	8.00	470.00	3,760.00

Invoice No.: 20410366
Date: 09/05/2024

Date	Name and Description	Hours	Rate	Amount
	On-site: Supervision / Preparation of cash flow / Discuss the inventory findings / Analysis of the going concern plan			
07/24/2024	Amine Dali-Braham Cash flow analysis, meeting with client and liquidators and other matters	6.00	340.00	2,040.00
07/24/2024	Andrew Adessky Review of emails; administration, message from P. Simpson	0.50	770.00	385.00
07/25/2024	Olivier Benchaya Various calls with Bank re: next steps. Supervision	3.25	770.00	2,502.50
07/25/2024	Magali Dumouchel Preparation of the BBC as at July 23 and liquidation analysis / discussion with O. Benchaya	2.50	470.00	1,175.00
07/25/2024	Amine Dali-Braham Cash flow analysis, meeting with client and other ad hoc for liquidation purposes	6.00	340.00	2,040.00
07/25/2024	Andrew Adessky Call with O. Benchaya and employees; call with O. Benchaya and B. Claeys; call with O. Benchaya and liquidator; review various emails, discussions with O. Benchaya	1.40	770.00	1,078.00
07/26/2024	Olivier Benchaya On-site - preparing for next steps. Drafting report for Court. Working on cash flows. Meeting with clients	4.25	770.00	3,272.50
07/26/2024	Magali Dumouchel At client : Discussions with Management / supervision / work on the report / A/R analysis / planning of the next steps	4.50	470.00	2,115.00
07/26/2024	Amine Dali-Braham Liquidation analysis, cash flow, meeting with client	6.00	340.00	2,040.00
07/26/2024	Andrew Adessky Discussion with C. O'Donnell; calls with O. Benchaya, M. Dumouchel, A. Dali-Braham; call to P. Simpson; email from D. Meilleur; revisions to report; review draft order	2.50	770.00	1,925.00
07/29/2024	Carol O'Donnell Prepare draft URL for website for Rotalec Canada	0.30	335.00	100.50
07/29/2024	Shawn Travitsky Review pre-filing report; review emails; discussion with A. Adessky re next steps; employee letter	1.50	575.00	862.50
07/29/2024	Olivier Benchaya	6.75	770.00	5,197.50

Invoice No.: 20410366
Date: 09/05/2024

Date	Name and Description	Hours	Rate	Amount
	On-site, preparing for receivership. Addressing logistics, banking, inventory and other matters			
07/29/2024	Magali Dumouchel On-site : Cash flow preparation / finalization of the first report of the Interim Receiver / supervision / discussion with employees / review of the teaser and the terms and conditions	9.00	470.00	4,230.00
07/29/2024	Amine Dali-Braham Work on sale process, cash flow, monitoring, other matters	8.00	340.00	2,720.00
07/29/2024	Andrew Adessky Review affidavit, report, cash flows, discussions with O. Benchaya, discussion with A. Meilleur	1.70	770.00	1,309.00
07/30/2024	Carol O'Donnell Discussion with OSB regarding different estate numbers for each company. Email to A. Adessky	0.20	335.00	67.00
07/30/2024	Shawn Travitsky Review teaser, calls with M. Dumouchel	1.00	575.00	575.00
07/30/2024	Magali Dumouchel On-site: Preparation of sales process / supervision / discussions with the Company / review of the employees documents	7.75	470.00	3,642.50
07/30/2024	Amine Dali-Braham Work on sale process (WEPPA - dataroom - documents - pictures - other)	7.00	340.00	2,380.00
07/30/2024	Giordano Proulx Prepare offer form, solicitation letters, NDA; RDPRM review	3.00	120.00	360.00
07/30/2024	Andrew Adessky Communications with O. Benchaya re UGP transaction, receiverships, other matters	1.50	770.00	1,155.00
Fees Total		118.05		\$ 59,107.50

Invoice No.: 20410366
Date: 09/05/2024

Remittance Form

Rotalec Canada Inc.
5000 boulevard Thimens
Saint-Laurent, QC H4R 2B2

Invoice Summary

Sub-Total		\$ 53,196.75
GST/HST #885435842 RT0001		2,659.84
QST #1001331511 TQ6604		5,306.38
Total Due	CAD	\$ 61,162.97

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 0322396 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7303619 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please contact our Collection department at 514.934.3584 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

MONTRÉAL

Richter Inc.
1981 McGill College
Montréal QC H3A 0G6
514.934.3400

TORONTO

181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

This is Exhibit “B” referred to in the Affidavit of Olivier Benchaya sworn by Olivier Benchaya of the City of Montreal, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Dylan Chochla

F8C31A70D298483

Commissioner for Taking Affidavits (or as may be)

DYLAN CHOCHLA

EXHIBIT B

RICHTER

BUSINESS | FAMILY OFFICE

Rotalec Canada Inc.
5000 boulevard Thimens
Saint-Laurent, QC H4R 2B2

Date: 08/29/2024
Invoice No.: 20410347
Engagement No.: 2023750
Payment Terms: Due on Receipt

RE: Receivership

Professional services rendered in our capacity as Receiver for the period up to August 16, 2024 \$ 131,621.00

Less: Courtesy discount (10%) -13,162.10

Sub-Total	118,458.90
GST/HST #885435842 RT0001	5,922.95
QST #1001331511 TQ6604	11,816.28
Total Due	CAD \$ 136,198.13

MONTRÉAL

Richter Inc.
1981 McGill College
Montréal QC H3A 0G6
514.934.3400

TORONTO

181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

[RICHTER.CA](https://richter.ca)

Invoice No.: 20410347
Date: 08/29/2024

Fees

Name	Hours	Rate	Amount
Amine Dali-Braham	96.00	\$ 340.00	\$ 32,640.00
Andrew Adessky	9.90	770.00	7,623.00
Carol O'Donnell	23.80	335.00	7,973.00
Giordano Proulx	26.25	120.00	3,150.00
Magali Dumouchel	81.50	470.00	38,305.00
Olivier Benchaya	38.25	770.00	29,452.50
Shawn Travitsky	21.70	575.00	12,477.50
	297.40		\$ 131,621.00

Invoice No.: 20410347
Date: 08/29/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
07/30/2024	Olivier Benchaya Preparing for Receivership. On-site, ensuring that all is in order. Receivables, termination letters, possession, etc.	6.75	\$ 770.00	\$ 5,197.50
07/31/2024	Shawn Travitsky Calls with M. Dumouchel re: teaser, other matters; call with CRA	0.70	575.00	402.50
07/31/2024	Olivier Benchaya On-site, court attendance. Meeting with employees. Terminations. WEPPA and other matters. Various calls with Bank	7.25	770.00	5,582.50
07/31/2024	Magali Dumouchel On-site : Announce to employees and questions / taking possession / supervision / call with F. Buchh / planning	9.75	470.00	4,582.50
07/31/2024	Amine Dali-Braham Meeting with employee, explaining the process, working on preliminary documentation for receivership, court attendance, start sale process	8.00	340.00	2,720.00
07/31/2024	Giordano Proulx Termination letters, review RDPRM and assets under security listing	2.75	120.00	330.00
07/31/2024	Andrew Adessky Various communications with O. Benchaya and M. Dumouchel; discussion with A. Meilleur	1.30	770.00	1,001.00
08/01/2024	Carol O'Donnell File documents with OSB. Prepare websites for the 4 companies. Email creditor template to A. Dali-Braham. Email templates for form 87 to Magali. Follow up with Bank for new Receiver bank accounts. Miscellaneous administration	3.20	335.00	1,072.00
08/01/2024	Olivier Benchaya On-site: addressing all the issues. Inventory counts, sale process, various calls with Counsel and Bank	6.25	770.00	4,812.50
08/01/2024	Magali Dumouchel On-site: supervision / dealing with operational issues / preparation of form 87 / creditors listing	10.25	470.00	4,817.50
08/01/2024	Amine Dali-Braham Work on sale process, virtual data room, WEPPA and other documentation	8.00	340.00	2,720.00

Invoice No.: 20410347
Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
08/01/2024	Andrew Adessky Communications with O. Benchaya and M. Dumouchel re various receivership matters; call with Richter, Aird, TD and Fasken re Rotalec US and other matters	1.80	770.00	1,386.00
08/02/2024	Carol O'Donnell Miscellaneous administration	0.30	335.00	100.50
08/02/2024	Olivier Benchaya Various calls with Counsel. Supervision. Addressing employee matters	2.75	770.00	2,117.50
08/02/2024	Magali Dumouchel On-site : A/R collection letter, review of the sale process material / supervision	10.75	470.00	5,052.50
08/02/2024	Amine Dali-Braham Sale process, AR collection, WEPPA	10.00	340.00	3,400.00
08/02/2024	Giordano Proulx Review RDPRM, prepare collection letters	4.75	120.00	570.00
08/02/2024	Andrew Adessky Review emails, various discussions re customer communications and response	0.80	770.00	616.00
08/05/2024	Carol O'Donnell Prepare redirection of mail	0.50	335.00	167.50
08/05/2024	Olivier Benchaya Various calls with legal counsel re: inventory issues and other matters	2.25	770.00	1,732.50
08/05/2024	Magali Dumouchel On-site: supervision / Call with customers / Review of documents for the sales process / Call with Fasken with regards to Doosan letter	7.00	470.00	3,290.00
08/05/2024	Amine Dali-Braham Working on sale process - AR collection - documentation	8.00	340.00	2,720.00
08/05/2024	Giordano Proulx AR Collections letters and follow-up	4.00	120.00	480.00
08/05/2024	Andrew Adessky Call with O. Benchaya and M. Dumouchel re sales process, inventory claim	0.20	770.00	154.00
08/06/2024	Carol O'Donnell Open files in Ascend. Miscellaneous administration	1.40	335.00	469.00
08/06/2024	Olivier Benchaya Supervision. Review of report to creditors. Discussions around sale process	2.75	770.00	2,117.50

Invoice No.: 20410347
Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
08/06/2024	Magali Dumouchel On-site: supervision / AR follow ups / property claim / call with customers / work on creditors list	8.25	470.00	3,877.50
08/06/2024	Amine Dali-Braham Finalizing WEPPA	4.00	340.00	1,360.00
08/06/2024	Amine Dali-Braham Collection of AR	2.50	340.00	850.00
08/06/2024	Amine Dali-Braham Communication with clients, potential buyer, working on claims	1.50	340.00	510.00
08/06/2024	Giordano Proulx Review RDPRM, Secured assets listing	2.25	120.00	270.00
08/06/2024	Andrew Adessky Review email from O. Benchaya	0.10	770.00	77.00
08/07/2024	Carol O'Donnell Miscellaneous administration. Emails to Service Canada regarding WEPP	0.50	335.00	167.50
08/07/2024	Olivier Benchaya Review of form 87. Various calls re: inventory. Update call with Bank	2.75	770.00	2,117.50
08/07/2024	Magali Dumouchel On-site : Work on property claim / discussion with employees	8.50	470.00	3,995.00
08/07/2024	Amine Dali-Braham Claims, AR collection issues, WEPPA	8.00	340.00	2,720.00
08/07/2024	Andrew Adessky Call with O. Benchaya and M. Dumouchel re inventory, sale process; review form 87	1.10	770.00	847.00
08/08/2024	Carol O'Donnell Rotalec Canada and Rotalec Int'l, Buchh Holding, BSP prepare creditors lists and import. Prepare labels for mailing. Miscellaneous administration	4.40	335.00	1,474.00
08/08/2024	Olivier Benchaya Call with Fasken re: Doosan inventory	0.50	770.00	385.00
08/08/2024	Olivier Benchaya Call with Bank to discuss UGP transaction	0.75	770.00	577.50
08/08/2024	Magali Dumouchel Supervision / call with Fasken / finalization of creditors list and form 87 / call with Berobox / call with Rotalec Controller	7.25	470.00	3,407.50
08/08/2024	Amine Dali-Braham Claims analysis, WEPPA, AR collection issues, send AR letters, communication with client of BSP and Rotalec Canada	8.00	340.00	2,720.00

Invoice No.: 20410347
Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
08/08/2024	Giordano Proulx Form 87 preparation for mailing	2.50	120.00	300.00
08/08/2024	Andrew Adessky Discussion with M. Dumouchel re WEPPA; discussion UGP question with O. Benchaya including discussions with L. Gaulin, with A. Bayus; call with Aird and Fasken re UGP; follow up discussion with A. Bayus and O. Benchaya	2.30	770.00	1,771.00
08/09/2024	Carol O'Donnell Rotalec Canada, Buchh Holding, Rotalec Int'l, BSP. Prepare mailing. Prepare supplementary lists, email to supplementary lists, file emails. Post documents to website. File with OSB. Emails with OSB regarding 247 Ontario. Misc. admin. Email with creditor	5.50	335.00	1,842.50
08/09/2024	Shawn Travitsky Call with M. Dumouchel and O. Benchaya re: inventory and sale process; discussions with M. Dumouchel; calls with O. Benchaya; prepare Receiver's report; email Peak	4.50	575.00	2,587.50
08/09/2024	Olivier Benchaya Call to discuss all outstanding issues. Call with F. Buchh's lawyer re: UGP. Call with S. Travitsky and team to discuss sale process and other matters	2.25	770.00	1,732.50
08/09/2024	Magali Dumouchel Call with O. Benchaya and S. Travitsky with regards to inventory listing / follow up on DLL contract / review and formatting of inventory listing provided by client / email to potential buyers / changes to data room	4.50	470.00	2,115.00
08/09/2024	Amine Dali-Braham Work on property claims, AR, meeting to discuss data room, NDA, other	5.50	340.00	1,870.00
08/09/2024	Andrew Adessky Various emails, discussions with O. Benchaya, notices	0.30	770.00	231.00
08/12/2024	Carol O'Donnell Verify bank for wire transfer, update deposits. Prepare void cheque and email banking information. Miscellaneous administration	1.10	335.00	368.50
08/12/2024	Shawn Travitsky Follow-up on potential inventory sale, review items and pricing; update Receiver report for UGP information	2.00	575.00	1,150.00
08/12/2024	Olivier Benchaya Review of documents and calls with Bank, Fasken	0.75	770.00	577.50

Invoice No.: 20410347
Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
08/12/2024	Magali Dumouchel Supervision / Email to insurance / review of DLL contract / inventory listing preparation /general file activity	3.25	470.00	1,527.50
08/12/2024	Amine Dali-Braham Working on AR, claims and sale process	7.00	340.00	2,380.00
08/12/2024	Giordano Proulx Collections follow-up	0.75	120.00	90.00
08/13/2024	Carol O'Donnell Verify incoming funds, update deposits. Prepare several deposits. Communications with OSB regarding clarification of receivers. Forward copies of emails with the form 87 for all companies. Verify WEPP. Misc. administration	2.90	335.00	971.50
08/13/2024	Shawn Travitsky Review UGP AR; review email from Peak re: inventory purchase; review of information with M. Dumouchel; call with Bank; review emails and information re: Doosan; discuss report with A. Adessky	4.50	575.00	2,587.50
08/13/2024	Olivier Benchaya Calls with Fasken re: UGP SPA and motions for court	0.75	770.00	577.50
08/13/2024	Magali Dumouchel Supervision / meeting with S. Travitsky and A. Dali-Braham / answering creditors calls / follow up on property claims /general file activity	6.50	470.00	3,055.00
08/13/2024	Amine Dali-Braham Work on AR and sale process and claims	7.00	340.00	2,380.00
08/13/2024	Giordano Proulx Inventory listing pricing, employee payroll register analysis	3.25	120.00	390.00
08/13/2024	Andrew Adessky Review of emails, K. Plunkett, A. Bayus, O. Benchaya; discussion with S. Travitsky; revisions to report	1.00	770.00	770.00
08/14/2024	Carol O'Donnell Prepare several deposits. Verify bank for incoming funds and update. Prepare cheques. Verify WEPP. Miscellaneous administration	2.50	335.00	837.50
08/14/2024	Shawn Travitsky Emails with Peak re: inventory purchase; calls with Bank; call with Peak re: inventory and tools; review property of others; call with A. Bayus; review Johnson Electric account status	4.50	575.00	2,587.50

Invoice No.: 20410347
Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
08/14/2024	Magali Dumouchel O/S list of items for S. Travitsky / supervision / answering creditors calls / follow up on property claims / general file activity	5.50	470.00	2,585.00
08/14/2024	Amine Dali-Braham Work on AR, sale process and claims	6.50	340.00	2,210.00
08/14/2024	Giordano Proulx Inventory listing for sale, equity analysis, invoice preparation	2.75	120.00	330.00
08/14/2024	Andrew Adessky Email from K. Plunkett and circulate; discussions with O. Benchaya and M. Dumouchel; revisions to landlord letter	0.50	770.00	385.00
08/15/2024	Carol O'Donnell Transfer of funds. Update. Prepare deposit. Prepare cheques. Prepare wire transfer. Update Ascend with estate numbers. Miscellaneous administration	1.20	335.00	402.00
08/15/2024	Shawn Travitsky Call with A. Bayus and O. Benchaya re: Doosan, prepare Doosan summary; process payment; call with Bank; calls with F. Buchh; dealing with Rotalec USA; review Wulftec property claim	4.00	575.00	2,300.00
08/15/2024	Olivier Benchaya Discussions re: Doosan with S. Travitsky. Calls with Counsel re: motions. Draft Receiver report	1.75	770.00	1,347.50
08/15/2024	Amine Dali-Braham Work on AR, sale process and property of others claims	7.00	340.00	2,380.00
08/15/2024	Giordano Proulx Analysis of lease, BSP collection letter drafts, prepare draft invoice and Rotalec Canada AR follow-up	2.25	120.00	270.00
08/16/2024	Carol O'Donnell Communications with Blue Cross regarding employee claim. Discussion with A. Dali- Graham	0.30	335.00	100.50
08/16/2024	Shawn Travitsky Update Receiver report; follow up with A. Dali-Braham re: Peak inventory, property claim	1.50	575.00	862.50
08/16/2024	Olivier Benchaya Calls with Bank. Call with F. Buchh re: Rotalec USA. Discussions and supervision with S. Travitsky	0.75	770.00	577.50
08/16/2024	Amine Dali-Braham Verify claim, finalizing document for claim, inventory count re: sale of inventory	5.00	340.00	1,700.00

Invoice No.: 20410347
Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
08/16/2024	Giordano Proulx Draft BSP Collection letters	1.00	120.00	120.00
08/16/2024	Andrew Adessky Draft report	0.50	770.00	385.00
Fees Total		297.40		\$ 131,621.00

Invoice No.: 20410347
Date: 08/29/2024

Remittance Form

Rotalec Canada Inc.
5000 boulevard Thimens
Saint-Laurent, QC H4R 2B2

Invoice Summary

Sub-Total	\$ 118,458.90
GST/HST #885435842 RT0001	5,922.95
QST #1001331511 TQ6604	11,816.28
Total Due	CAD \$ 136,198.13

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 0322396 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7303619 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please contact our Collection department at 514.934.3584 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

MONTRÉAL

Richter Inc.
1981 McGill College
Montréal QC H3A 0G6
514.934.3400

TORONTO

181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

THE TORONTO DOMINION BANK

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN
SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL
INC. AND ROTALEC CANADA INC.**

Applicant

Respondent

Court File No.: CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

**Proceeding commenced at
Toronto**

AFFIDAVIT OF OLIVIER BENCHAYA
(Sworn September 9, 2024)

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Dylan Chochla LSO #: 62137I
Tel: 416.868.3425
dchochla@fasken.com

Lawyers for the Receiver, Richter Inc.

APPENDIX "J"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE TORONTO DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.**

Respondents

**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**

**AFFIDAVIT OF ALEXANDER BAYUS
(Sworn September 9, 2024)**

I, Alexander Bayus, barrister and solicitor, of the City of Montreal, in the Province
of Québec, MAKE OATH AND SAY:

1. I am a partner in the law firm of Fasken Martineau DuMoulin LLP (“**Fasken**”),
legal counsel to Richter Inc., in its capacity as the Court-appointed receiver (in such capacity,
the “**Receiver**”), without security, of all of the assets, undertakings and properties of Buchh
Holding Inc., Britman Specialty Products Inc., Rotaltec International Inc. and Rotaltec Canada Inc.
acquired for, or used in relation to, a business carried on by the Debtor, including all proceeds

thereof. I am the partner responsible for the services rendered to the Receiver discussed herein. Accordingly, I have knowledge of the matters hereinafter deposed to.

2. Attached hereto as **Exhibit “A”** is a true copy of the statement of account of Fasken in respect of services rendered to the Receiver for the period from July 29, 2024 through August 31, 2024 (the “**Statement of Account**”). During that period, the total fees incurred were \$35,213.50 plus disbursements of \$753.30 and applicable taxes of \$5,354.65, for an aggregate amount of \$41,321.45.

3. As set out in the following chart, 48.30 hours were incurred by Fasken, for the period from July 29, 2024 through August 31, 2024:

Name	Total Hours	Hourly Rate (\$)
Adam Simon	1.20	350.00
Marie-Frédérique Henry	1.20	435.00
Alexander Bayus	11.90	825.00
Dylan Chochla	11.40	1,025.00
Éliane Dupéré-Tremblay	22.60	565.00
TOTAL:	48.30	

4. The activities detailed in the Statements of Account accurately reflect the services provided by Fasken and the rates charged are at the standard hourly rates of those individuals at the firm at the time they were incurred.

5. As of the date of swearing this affidavit, Fasken has not been paid any amounts in respect of amounts owing under the Statements of Account.

6. I swear this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of Fasken.

SWORN REMOTELY by Alexander)
Bayus of the City of Montreal, in the)
Province of Quebec, before me at the City)
of Toronto, in the Province of Ontario, on)
this 9th day of September, 2024 in)
accordance with O. Reg. 431/20,)
Administering Oath or Declaration)
Remotely.

DocuSigned by:
Dylan Chochla
F8C21A70D208483...

DYLAN CHOCHLA

A Commissioner for taking affidavits, etc.

DocuSigned by:
Alexander Bayus
F0CF A02551B7490...

ALEXANDER BAYUS

This is Exhibit “A” referred to in the Affidavit of Alexander Bayus sworn by Alexander Bayus of the City of Montreal, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Dylan Chochla

F8C31A70D236483...

Commissioner for Taking Affidavits (or as may be)

DYLAN CHOCHLA

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

800 Victoria Square, Suite 3500
Montréal, Quebec H3C 0B4
Canada

T +1 514 397 7400
+1 800 361 6266
F +1 514 397 7600
fasken.com

Richter Inc.
1981 McGill College Ave.
12th floor
Montreal QC H3A 0G6

Attention: Mr Olivier Benchaya

September 05, 2024
Invoice #: 2033409

GST/HST#: 87937 6127
QST#: 1023151835

Matter Number: 338912.00002
Matter: Insolvency of Rotalec et al.

For Professional Services rendered through August 31, 2024 as described in the attached memorandum.

Total Fees	\$ 35,213.50
Total Taxable Disbursements	543.75
Total Non Taxable Disbursements	209.55
Total Disbursements	753.30
Total Taxes	5,354.65
Total Fees, Disbursements and Taxes	41,321.45
Total Amount Owing This Bill	CAD \$ 41,321.45

Tax Summary

GST	1,787.86
QST	3,566.79
Total Taxes Included in This Bill	5,354.65

Fasken Martineau DuMoulin LLP

Per: Alexander Bayus
E. & O.E.

Your payment via EFT, Wire, Online Bank Pay or Credit Card is appreciated.
Our Banking Details are below. For credit card payments please contact your Fasken office directly.

Payment due upon receipt. Interest at the rate of 1.5% per month (18% per year) shall be added to all amounts overdue by 30 days or more. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

800 Victoria Square, Suite 3500
Montréal, Quebec H3C 0B4
Canada

T +1 514 397 7400
+1 800 361 6266
F +1 514 397 7600
fasken.com

Richter Inc.
1981 McGill College Ave.
12th floor
Montreal QC H3A 0G6

September 05, 2024
Invoice #: 2033409

GST/HST#: 87937 6127
QST#: 1023151835

Attention: Mr Olivier Benchaya

FEE MEMORANDUM

Matter Number: 338912.00002

Matter: Insolvency of Rotalec et al.

Responsible Professional: Alexander Bayus

07/29/2024	Reviewing draft receiver's report and email correspondence with client re: same. Dylan Chochla	0.40 hrs.	1,025.00/hr	\$ 410.00
07/30/2024	Reviewing motion record to appoint receiver; phone call with client re: same and next steps; considering issue of [REDACTED] phone call with client re: same; email to Kyle Plunkett (Aird & Berlis) re: attendance at hearing. Dylan Chochla	1.30 hrs.	1,025.00/hr	\$ 1,332.50
07/31/2024	Preparing for and attending receivership application; phone calls and email correspondence with client re: same and next steps. Dylan Chochla	2.40 hrs.	1,025.00/hr	\$ 2,460.00
08/01/2024	Reviewing draft sale process from client and email correspondence with client re: same; preparing for and attending conference call with client working group re: realization strategy; phone call with client [REDACTED]; reviewing endorsement granting receivership order; email correspondence with Eliane Dupere-Tremblay and Alexandre Bayus re: same and next steps. Dylan Chochla	1.90 hrs.	1,025.00/hr	\$ 1,947.50
08/02/2024	Considering issues re: [REDACTED] [REDACTED] email correspondence with client re: same; phone call with client working group re: same; reviewing and revising draft letter to [REDACTED]. Dylan Chochla	1.50 hrs.	1,025.00/hr	\$ 1,537.50
08/02/2024	Call with Olivier Benchaya, Dylan Chochla, Kyle Plunkett; Peter Hanke, Amanda Bezner to discuss [REDACTED]; preparation of the letter [REDACTED]; discussions with Magali Dumouchel and Olivier Benchaya regarding same; email to [REDACTED] Eliane Dupéré-Tremblay	2.00 hrs.	565.00/hr	\$ 1,130.00
08/05/2024	Confer internally re status and next steps; prepare for and attend call with Richter; receive and review information relating to [REDACTED] Alexander Bayus	0.80 hrs.	825.00/hr	\$ 660.00
08/05/2024	Drafting letter to Peak Automation and Philippe Benchetrit regarding [REDACTED]; email to Philippe Benchetrit [REDACTED]; call with Olivier Benchaya and Magali Dumouchel. Éliane Dupéré-Tremblay	1.70 hrs.	565.00/hr	\$ 960.50

Matter Number: 338912.00002**Matter: Insolvency of Rotalac et al.****Responsible Professional: Alexander Bayus**

08/06/2024	[REDACTED]			
	Eliane Dupere-Tremblay	0.40 hrs.	565.00/hr	\$ 226.00
08/07/2024	[REDACTED]			
	Alexander Bayus	0.60 hrs.	825.00/hr	\$ 495.00
08/07/2024	[REDACTED]			
	Eliane Dupere-Tremblay	1.00 hrs.	565.00/hr	\$ 565.00
08/08/2024	[REDACTED] Teams meeting with Richter re UGP; Teams meeting with Richter, TD and counsel re UGP.			
	Alexander Bayus	1.20 hrs.	825.00/hr	\$ 990.00
08/08/2024	[REDACTED]			
	Eliane Dupere-Tremblay	0.50 hrs.	565.00/hr	\$ 282.50
08/12/2024	Considering issues re: proposed share sale and email correspondence with Alexandre Bayus re: same and next steps.			
	Dylan Chochla	0.20 hrs.	1,025.00/hr	\$ 205.00
08/13/2024	Multiple exchanges with Richter, counsel for TD and counsel for purchaser of UGP business re said transaction; call with counsel for purchaser of UGP.			
	Alexander Bayus	0.60 hrs.	825.00/hr	\$ 495.00
08/13/2024	Considering email correspondence re: sale of shares; reviewing precedent transaction agreements and email to Alexandre Bayus and Eliane Dupere-Tremblay re: same and next steps.			
	Dylan Chochla	0.30 hrs.	1,025.00/hr	\$ 307.50
08/14/2024	Receive and begin reviewing draft SPA; email exchange with purchaser counsel re SPA; exchanges with Richter.			
	Alexander Bayus	0.50 hrs.	825.00/hr	\$ 412.50
08/15/2024	[REDACTED] Teams meetings and email exchanges re UGP transaction; review draft share purchase agreement; email exchange with counsel for Doosan; preliminary work in view of preparing security opinion.			
	Alexander Bayus	2.20 hrs.	825.00/hr	\$ 1,815.00
08/15/2024	Call with purchaser's lawyer regarding sale of the UGP shares.			
	Éliane Dupéré-Tremblay	0.40 hrs.	565.00/hr	\$ 226.00
08/18/2024	Drafting the approval and vesting orders.			
	Éliane Dupéré-Tremblay	1.20 hrs.	565.00/hr	\$ 678.00
08/19/2024	Exchanges [REDACTED] email exchange with Receiver and confer internally re security opinion; confer internally re draft vesting order for UGP shares.			
	Alexander Bayus	0.70 hrs.	825.00/hr	\$ 577.50
08/19/2024	Considering precedent security review memo, opinion and distribution order and email to Eliane Dupere-Tremblay enclosing same and responding to inquiries.			
	Dylan Chochla	0.40 hrs.	1,025.00/hr	\$ 410.00

Matter Number: 338912.00002**Matter: Insolvency of Rotalec et al.****Responsible Professional: Alexander Bayus**

08/19/2024	Corporate search; search at the Register of Personal and Movable Real Rights and analysis of this search. M.-F. Henry	0.50 hrs.	435.00/hr	\$ 217.50
08/19/2024	Review of the approval and vesting order; email to Dylan Chochla regarding outstanding items; email exchanges regarding security review. Éliane Dupéré-Tremblay	2.30 hrs.	565.00/hr	\$ 1,299.50
08/20/2024	Arranging for Ontario due diligence searches on ROTALEC CANADA INC. et al. for Dylan Chochla; Correspondence with same. Adam Simon	0.60 hrs.	350.00/hr	\$ 210.00
08/20/2024	Multiple calls and emails re progress and timing and sale process and re UGP transaction; confer with and coordinate internal resources. Alexander Bayus	1.50 hrs.	825.00/hr	\$ 1,237.50
08/20/2024	Reviewing draft approval and vesting order and distribution order; phone call with Alexandre Bayus and Eliane Dupere-Tremblay re: comments on draft orders and strategy for hearing; email correspondence with court scheduling office re: availability for hearing; email correspondence with external working group re: same; completing hearing request form; instructions to Adam Simon re: pulling corporate searches for security review. Dylan Chochla	1.60 hrs.	1,025.00/hr	\$ 1,640.00
08/20/2024	Analysis of search results and preparation of search report. M.-F. Henry	0.70 hrs.	435.00/hr	\$ 304.50
08/20/2024	Drafting the distribution order; email exchanges with Evan Cobb regarding [REDACTED]; [REDACTED]; call with Dylan Chochla and Alexander Bayus regarding next steps and draft orders; review of the draft approval and vesting order following discussions with Dylan Chochla. Éliane Dupéré-Tremblay	2.80 hrs.	565.00/hr	\$ 1,582.00
08/21/2024	Correspondence with Dylan Chochla regarding Certified ON PPSA searches on BRITMAN SPECIALTY PRODUCTS INC. et al. Adam Simon	0.30 hrs.	350.00/hr	\$ 105.00
08/21/2024	Call with Richter re [REDACTED] draft UGP purchase agreement; exchange with TD's counsel re same; exchange with Richter re UGP transaction. Alexander Bayus	2.00 hrs.	825.00/hr	\$ 1,650.00
08/21/2024	Reviewing and revising draft distribution order and draft approval and vesting order; email correspondence with Eliane Dupere-Tremblay re: same and next steps; brief review of draft share purchase agreement; coordinating with Court scheduling office to book sale approval hearing. Dylan Chochla	1.30 hrs.	1,025.00/hr	\$ 1,332.50
08/21/2024	Calls with Shawn Travitsky to discuss file; call with Alexander Bayus and Dylan Chochla to discuss draft orders; finalization of draft orders; finalization of hearing request form. Éliane Dupéré-Tremblay	0.90 hrs.	565.00/hr	\$ 508.50
08/22/2024	Reviewing comments from Shaun Parsons (Aird & Berlis) re: draft approval and vesting order. Dylan Chochla	0.10 hrs.	1,025.00/hr	\$ 102.50
08/22/2024	Review of changes made to draft order by Kyle Plunkett; preparation of documentation for security review. Éliane Dupéré-Tremblay	0.90 hrs.	565.00/hr	\$ 508.50

Matter Number: 338912.00002**Matter: Insolvency of Rotaltec et al.****Responsible Professional: Alexander Bayus**

08/23/2024	Review comments from TD on UGP purchase agreement and finalize draft; email same to purchaser counsel; call with Richter re sale process; review sale terms and conditions. Alexander Bayus	0.80 hrs.	825.00/hr	\$ 660.00
08/27/2024	Review draft release and assignment documents to form part of UGP transaction; work on materials for upcoming court filing; begin reviewing [REDACTED]; call with Richter re same. Alexander Bayus	0.70 hrs.	825.00/hr	\$ 577.50
08/28/2024	Review [REDACTED] and draft email to Richter re same. Alexander Bayus	0.30 hrs.	825.00/hr	\$ 247.50
08/28/2024	Review of the Toronto Dominion Bank's Security Documents. Éliane Dupéré-Tremblay	4.00 hrs.	565.00/hr	\$ 2,260.00
08/29/2024	Correspondence with Éliane Dupéré-Tremblay regarding The Toronto-Dominion Bank corporate searches; Arranging for OSFI Certificate of Confirmation for same. Adam Simon	0.30 hrs.	350.00/hr	\$ 105.00
08/29/2024	Review of the security documents and preparation of the opinion on the security of the Toronto-Dominion Bank. Éliane Dupéré-Tremblay	1.50 hrs.	565.00/hr	\$ 847.50
08/30/2024	Review of security documents and preparation of the opinion on the validity of the Toronto-Dominion Bank's security. Éliane Dupéré-Tremblay	3.00 hrs.	565.00/hr	\$ 1,695.00

Matter Number: 338912.00002
Matter: Insolvency of Rotalec et al.
Responsible Professional: Alexander Bayus

Page 6
Invoice #: 2033409

Our Fees

\$ 35,213.50

GST	1,760.67	
QST	3,512.55	
Total Fees Including Taxes		<u>\$ 40,486.72</u>

Disbursements

Non-Taxable

Bank Act Search Non-Taxable	79.55
Certificate of Status/Compliance Non-Taxable	26.00
PPSA Search Non-Taxable	104.00

Taxable

Bank Act Search	62.50
Certificate of Status/Compliance	10.00
Laser copy	185.00
PPSA Search	286.25

Total Disbursements	753.30	
GST	27.19	
QST	54.24	
Total Disbursements Including Taxes		<u>\$ 834.73</u>

Total Fees, Disbursements and Taxes

CAD \$ 41,321.45

Tax Summary

GST	1,787.86
QST	3,566.79
Total Taxes Included in This Bill	<u>5,354.65</u>

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

800 Victoria Square, Suite 3500
Montréal, Quebec H3C 0B4
Canada

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+1 800 361 6266
F +1 514 397 7600
fasken.com

Richter Inc.
1981 McGill College Ave.
12th floor
Montreal QC H3A 0G6

Attention: Mr Olivier Benchaya

September 05, 2024
Invoice #: 2033409

GST/HST#: 87937 6127
QST#: 1023151835

REMITTANCE COPY Please return with your payment

Matter Number: 338912.00002
Matter: Insolvency of Rotalec et al.
Responsible Professional: Alexander Bayus

For Professional Services rendered through August 31, 2024 as described in the attached memorandum.

Total Fees	\$ 35,213.50
Total Taxable Disbursements	543.75
Total Non Taxable Disbursements	209.55
Total Disbursements	753.30
Total Taxes	5,354.65
Total Fees, Disbursements and Taxes	41,321.45
Total Amount Owing This Bill	CAD \$ 41,321.45

Tax Summary

GST	1,787.86
QST	3,566.79
Total Taxes Included in This Bill	5,354.65

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Canada

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+1 800 361 6266
F +1 514 397 7600
fasken.com

PAYMENT OPTIONS

Banking Instructions for Wire Transfer or EFT in CAD Currency

Beneficiary Information

Beneficiary Name: Fasken Martineau DuMoulin LLP
Beneficiary Address: Fasken Martineau DuMoulin LLP
800 Victoria Square
Suite 3500
Montreal QC H3C 0B4
Beneficiary Account: 900010434612

Beneficiary Bank Information

Bank Name: Bank of Nova Scotia
Bank Address: BSC Montreal
1800 McGill College Ave.
Montreal (QC)
Canada H3A 3K9
Bank Identifier: **Transit Number:** 63081
Bank Code: 002
Swift Code: NOSCCATT

Payment by Cheque

Mail cheques to:

Attn: Accounts Receivable

Fasken Martineau DuMoulin LLP
800 Victoria Square
Suite 3500
Montreal QC H3C 0B4

Online Bill Payment

1. Sign-in to your Banking Platform
2. Go to Bill Payment and "Add Payee"
Payee Name: Fasken Montreal
3. Enter Account # (33891200002)

If you opt to make payment via credit card or for payment remittance, kindly contact our Cash Application Team via email at RECMTL@fasken.com.

Fasken does not alter its payment instructions. If you receive new payment instructions in relation to Fasken, please disregard and notify us immediately.

THE TORONTO DOMINION BANK

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN
SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL
INC. AND ROTALEC CANADA INC.**

Applicant

Respondent

Court File No.: CV-24-00723986-00CL

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

**Proceeding commenced at
Toronto**

**AFFIDAVIT OF ALEXANDER BAYUS
(Sworn September 9, 2024)**

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Dylan Chochla LSO #: 62137I

Tel: 416.868.3425
dchochla@fasken.com

Lawyers for the Receiver, Richter Inc.

Tab 3

Revised: January 21, 2014

Court File No.: CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~ TUESDAY, THE # 17TH
)
JUSTICE OSBORNE) DAY OF ~~MONTH~~ SEPTEMBER, ~~20YR~~ 2024

B E T W E E N:

THE TORONTO DOMINION BANK

~~PLAINTIFF~~ Applicant

~~Plaintiff~~

- and -

BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.

Respondents

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

~~DEFENDANT~~

~~Defendant~~

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Richter Inc., in its capacity as the
Court-appointed receiver (the "~~Receiver~~") ~~of the undertaking, property and assets of [DEBTOR]~~
~~(the "Debtor")~~ "Receiver"), without security, of all of the assets, undertakings and properties of
each of Buchh Holding Inc. ("Buchh"), Britman Specialty Products Inc., Rotalec International

Inc. and Rotalec Canada Inc. (collectively the “**Debtors**”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”), which Property includes, without limitation, the shares (the “**UGP Shares**”) held by Buchh in 2371561 Ontario Inc. (“**UGP**”), for an order approving the ~~sale~~-transaction (~~the “Transaction”~~) contemplated by ~~an~~ share purchase agreement ~~of purchase and sale~~ (the “**Sale Agreement**”) between the Receiver ~~and [NAME OF PURCHASER] (the “~~, as seller, and Pamposh Holdings Inc. (in such capacity, the “**Purchaser**”), as purchaser, dated ~~[DATE]~~ September 9, 2024 and appended to the ~~Report~~ first report of the Receiver dated ~~[DATE]~~ September 9, 2024 (the “**First Report**”), the release of any and all debts owed by UGP to the Debtors, and vesting in the Purchaser ~~the Debtor’s~~ Buchh’s right, title and interest in and to the ~~assets described~~ UGP Shares (as set out in the Sale Agreement) (the “**Purchased Assets**”-“**Transaction**”), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by way of judicial teleconference via Zoom.

ON READING the ~~Report~~ Receiver’s Motion Record dated September 9, 2024, including the First Report and all appendices thereto and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ counsel for the Purchaser, and counsel for those other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit of [NAME] sworn [DATE]~~ affidavits of Eliane Dupere-Tremblay sworn September 10, 2024 and of Connie Deng sworn September 10, 2024, filed⁺:

DEFINITIONS & SERVICE

1. **THIS COURT ORDERS** that any capitalized terms used in this Order but not otherwise defined shall have the meaning ascribed thereto in the Sale Agreement.
2. **THIS COURT ORDERS** ~~that the time~~ and method for service of notice of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF TRANSACTION AND VESTING OF THE UGP SHARES

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

3. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized, ratified, 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~~ UGP Shares to the Purchaser, and for the release of UGP from any debts owed to the Debtors.

4. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the ~~"Receiver's"~~ "Receiver's Certificate"), ~~all of the Debtor's~~ UGP is released from any debts owed to the Debtors, and all of Buchh's right, title and interest in and to the ~~Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ UGP Shares shall vest absolutely in the Purchaser, free and clear of and from any and all right or entitlement under any outstanding or authorized purchase agreements, options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the UGP Shares or any shares in the capital of UGP or any security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the ~~"Claims"~~⁵) including, without limiting the generality of the

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

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

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

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

foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~ dated ~~[DATE]~~ Black dated July 19, 2024 and the Order of the Honourable Justice Kimmel dated July 31, 2024; 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; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule ~~D~~ "B" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~ UGP Shares, are hereby cancelled, expunged and discharged as against the ~~Purchased Assets~~ UGP Shares and shall be of no further force and effect.

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

5. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased Assets~~ UGP Shares shall stand in the place and stead of the ~~Purchased Assets~~ UGP Shares, and that from and after the delivery of the ~~Receiver's~~ Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of ~~the Purchased Assets~~ UGP Shares with the same priority as they had with respect to the ~~Purchased Assets~~ UGP Shares immediately prior to the sale⁸, as if the ~~Purchased~~

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

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

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

~~Assets~~ UGP Shares had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

8. ~~7.~~ **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) (the "BIA") in respect of ~~the~~ any Debtor ~~and/or~~ any bankruptcy order issued pursuant to any such applications; ~~and~~
- (c) the filing of any ~~assignment~~ assignments in bankruptcy made or deemed made in respect of ~~the~~ any Debtor pursuant to the BIA; and
- (d) the provisions of any federal or provincial statutes, including any such provisions pertaining to fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, other reviewable transactions, or oppressive or unfairly prejudicial conduct.

the vesting of the ~~Purchased Assets~~ UGP Shares in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~ Debtors and shall not be void or voidable by creditors of the ~~Debtor~~ Debtors, as applicable, 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)~~ BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

MISCELLANEOUS

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in~~, the United States, or any other jurisdiction, 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

10. **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.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective and enforceable as of 12:01a.m. on the date of this Order without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No. _____:
CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

THE TORONTO DOMINION BANK

~~PLAINTIFF~~ Applicant

~~Plaintiff~~

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.**

Respondents

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE ACT***

~~**DEFENDANT**~~

~~Defendant~~

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Kimmel of the Ontario Superior Court of Justice (the “Court”) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ July 31, 2024, Richter Inc. was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of [DEBTOR] (the “Debtor”). “Receiver” without security, of all of the assets, undertakings and properties of each of Buchh Holding Inc. (“Buchh”), Britman

Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively the “Debtors”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “Property”), which Property includes, without limitation, the shares held by Buchh in 2371561 Ontario Inc. (the “UGP Shares”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~September 17, 2024, the Court approved the share purchase agreement ~~of purchase and sale~~ made as of ~~[DATE OF AGREEMENT]~~September 9, 2024 (the ~~“Sale Agreement”~~) between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ and Pamposh Holdings Inc. (in such capacity, the “Purchaser”) and provided for the vesting in the Purchaser of ~~the Debtor’s~~Buchh’s right, title and interest in and to the ~~Purchased Assets~~UGP Shares, which vesting is to be effective with respect to the ~~Purchased Assets~~UGP Shares upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the ~~payments~~satisfaction by the Purchaser of the Purchase Price for the ~~Purchased Assets~~UGP Shares; (ii) that the conditions to Closing as set out in ~~section~~ 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~~satisfied the Purchase Price for the ~~Purchased Assets~~UGP Shares payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out ~~in section~~ 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 at _____ [TIME] on _____ [DATE].

~~{NAME OF RECEIVER}~~RICHTER INC., in
its capacity as Court-Appointed Receiver of
~~the undertaking, property and assets of~~
~~{DEBTOR}~~all of the shares in the capital of
BUCHH HOLDING INC., and not in its
personal or corporate capacity

Per: _____

Name:

Title:

Schedule B—Purchased Assets

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

~~**Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**~~

Schedule B – Permitted Encumbrances (unaffected by the Vesting Order)

Nil

<u>THE TORONTO DOMINION BANK</u>	<u>BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC CANADA INC.</u> <div>Applicant<div>Respondents</div></div> <div>Court File No. CV-24-00723986-00CL</div>
	<div><u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>(COMMERCIAL LIST)</u> <u>Proceeding commenced at</u> <u>Toronto</u></div> <div><u>APPROVAL AND VESTING ORDER</u></div> <div><u>FASKEN MARTINEAU DUMOULIN</u> <u>Barristers and Solicitors</u> <u>333 Bay Street, Suite 2400</u> <u>Bay Adelaide Centre, Box 20</u> <u>Toronto ON M5H 2T6</u> <u>Dylan Chochla (LSO: 621371)</u> <u>dchochla@fasken.com</u> <u>Tel: 416 868 3425</u> <u>Lawyers for the Court-appointed Receiver, Richter Inc.</u></div>

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 2024-09-09 19:01:03	
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Revised: January 21, 2014

Court File No.: CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~ TUESDAY, THE # 17TH
)
JUSTICE OSBORNE) DAY OF ~~MONTH~~ SEPTEMBER, ~~20YR~~ 2024

B E T W E E N:

THE TORONTO DOMINION BANK

~~PLAINTIFF~~ Applicant

~~Plaintiff~~

- and -

BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.

Respondents

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

~~DEFENDANT~~

~~Defendant~~

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Richter Inc., in its capacity as the
Court-appointed receiver (the "~~Receiver~~") ~~of the undertaking, property and assets of [DEBTOR]~~
~~(the "Debtor")~~ "Receiver"), without security, of all of the assets, undertakings and properties of
each of Buchh Holding Inc. ("Buchh"), Britman Specialty Products Inc., Rotalec International

Inc. and Rotalec Canada Inc. (collectively the “**Debtors**”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”), for an order approving the ~~sale~~ transaction (the “**Transaction**”) described in the contemplated by ~~an~~the asset purchase agreement ~~of purchase and sale~~ (the “**Sale Agreement**”) between the Receiver ~~and [NAME OF PURCHASER] (the “Purchaser”) dated [DATE], as seller, and~~ Continental Capital Investments Inc. (in such capacity, the “**Purchaser**) dated September 6, 2024 and appended to the ~~Report~~first report of the Receiver dated ~~[DATE]~~September 9, 2024 (the “**First Report**”), and vesting in the Purchaser the ~~Debtor’s~~Debtors’ right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”),¹ was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by way of judicial teleconference via Zoom.

ON READING the ~~Report~~Receiver’s Motion Record dated September 9, 2024, including the First Report and all appendices thereto and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~counsel for the Purchaser, and counsel for those other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit of [NAME] sworn~~ ~~[DATE]~~affidavits of Eliane Dupere-Tremblay sworn September 10, 2024 and of Connie Deng, sworn September 10, 2024, filed¹:

DEFINITIONS & SERVICE

1. THIS COURT ORDERS that any capitalized terms used in this Order but not otherwise defined shall have the meaning ascribed thereto in the Sale Agreement.
2. THIS COURT ORDERS that the time and method for service of notice of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF TRANSACTION AND VESTING OF THE PURCHASED ASSETS

3. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized.

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

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary.~~

ratified, 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.

4. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the ~~"Receiver's"~~ "Receiver's Certificate"), all of the ~~Debtor's~~ Debtors' right, title and interest in and to the Purchased Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME] dated [DATE]~~ Black dated July 19, 2024 and the Order of the Honourable Justice Kimmel dated July 31, 2024; 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; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule ~~D~~ "B" hereto)

~~Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

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

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

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

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, are hereby cancelled, expunged and discharged as against the Purchased Assets and shall be of no further force and effect.

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

5. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver's~~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 sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

7. ~~6.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted

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

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

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

to disclose and transfer to the Purchaser all human resources and payroll information in the ~~Company's~~Debtors' possession and records, if any, pertaining solely to any of the ~~Debtor's~~Debtors' past and current employees, ~~including personal information of those employees listed on Schedule "●" to the Sale Agreement~~. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors.

8. ~~7.~~ **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) (the "BIA") in respect of ~~the~~any Debtor ~~and/or~~ any bankruptcy order issued pursuant to any such applications; ~~and~~
- (c) the filing of any ~~assignment~~assignments in bankruptcy made or deemed made in respect of ~~the~~any Debtor pursuant to the BIA; and
- (d) the provisions of any federal or provincial statutes, including any such provisions pertaining to fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, other reviewable transactions, or oppressive or unfairly prejudicial conduct.

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~~Debtors and shall not be void or voidable by creditors of the ~~Debtor~~Debtors, as applicable, 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)~~BIA or any

other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

MISCELLANEOUS

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in~~, the United States, or any other jurisdiction, 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

10. **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.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective and enforceable as of 12:01a.m. on the date of this Order without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No. _____:
CV-24-00723986-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

THE TORONTO DOMINION BANK

~~PLAINTIFF~~ Applicant

~~Plaintiff~~

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC
CANADA INC.**

Respondents

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE ACT***

~~**DEFENDANT**~~

~~Defendant~~

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Kimmel of the Ontario Superior Court of Justice (the “Court”) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ July 31, 2024, Richter Inc. was appointed as the receiver (the “Receiver”) of the ~~undertaking, property and assets of [DEBTOR] (the “Debtor”).~~ “Receiver” without security, of all of the assets, undertakings and properties of each of Buchh Holding Inc. (“Buchh”), Britman

Specialty Products Inc., Rotalec International Inc. and Rotalec Canada Inc. (collectively the “Debtors”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the “Property”), which Property includes, without limitation, the assets described in the asset purchase agreement (the “Purchased Assets”) made as of September 6, 2024 (the “Sale Agreement”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~September 17, 2024, the Court approved the ~~agreement of purchase and sale made as of [DATE OF AGREEMENT] (the “Sale Agreement”)~~ between the Receiver ~~[Debtor] and [NAME OF PURCHASER] (the “and Continental Capital Investments Inc. (in such capacity, the “Purchaser”)~~ and provided for the vesting in the Purchaser of the ~~Debtor’s~~Debtors’ 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 ~~payments~~satisfaction by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section 4 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~~satisfied 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 4~~Article 3 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].

~~{NAME OF RECEIVER}~~RICHTER INC., in
its capacity as Court-Appointed Receiver of
~~the undertaking, property and assets of~~
~~{DEBTOR}~~all of the shares in the capital of
ROTALEC CANADA INC., and not in its
personal or corporate capacity

Per: _____

Name:

Title:

Schedule B—Purchased Assets

Revised: January 21, 2014

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

~~**Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**~~

Schedule B – Permitted Encumbrances (unaffected by the Vesting Order)

Nil

<u>THE TORONTO DOMINION BANK</u>		<u>BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL INC. AND ROTALEC CANADA INC.</u>	
<u>• Applicant</u>		<u>Respondents</u>	
		<u>Court File No. CV-24-00723986-00CL</u>	
		<u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>(COMMERCIAL LIST)</u> <u>Proceeding commenced at</u> <u>Toronto</u>	
		<u>APPROVAL AND VESTING ORDER</u>	
		<u>FASKEN MARTINEAU DUMOULIN</u> <u>Barristers and Solicitors</u> <u>333 Bay Street, Suite 2400</u> <u>Bay Adelaide Centre, Box 20</u> <u>Toronto ON M5H 2T6</u> <u>Dylan Chochla (LSO: 621371)</u> <u>dchochla@fasken.com</u> <u>Tel: 416 868 3425</u> <u>Lawyers for the Court-appointed Receiver, Richter Inc.</u>	

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 2024-09-09 19:03:24	
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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN SPECIALTY
PRODUCTS INC., ROTALEC INTERNATIONAL INC. and ROTALEC CANADA INC.**

Respondents

**APPLICATION UNDER SUBSECTIONS 47(1) AND 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**

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(as at September 9, 2024)

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AND TO:	<p>WILSON VUKELICH LLP 60 Columbia Way, 7th Floor Markham, ON L3R 0C9</p> <p>George Vukelich Tel: 905 940 8722 Email: gvukelich@wvllp.ca</p> <p>Lawyers for the Respondents</p>
AND TO:	<p>RICHTER INC. Bay Wellington Tower 181 Bay Street, Suite 3510 Toronto, ON M5J 2T3</p> <p>Olivier Benchaya Tel: 514 909 9594 Email: OBenchaya@richter.ca</p> <p>Andrew Adessky Tel: 514 928 9835 Email: AAdessky@richter.ca</p> <p>Court-appointed Receiver</p>
AND TO:	<p>FASKEN MARTINEAU DUMOULIN LLP Barristers and Solicitors 333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6</p> <p>Alexander Bayus Tel: 514 397 7543 Email: abayus@fasken.com</p> <p>Dylan Chochla Tel: 416 868 3425 Email: dchochla@fasken.com</p> <p>Éliane Dupéré-Trenblay Tel: 514 397 7412 Email: edtremblay@fasken.com</p> <p>Lawyers to the Court-appointed Receiver, Richter Inc.</p>

AND TO:	BUCHH HOLDING INC. 21 Bywood Drive Etobicoke, ON M9A 1L6 Farhat Buchh Email: farhat.buchh@rotalec.com Respondent
AND TO:	2371561 ONTARIO INC. 85 Chambers Drive, Units 6 & 7 Ajax, ON L1Z 1E2 Farhat Buchh Email: farhat.buchh@rotalec.com Respondent
AND TO:	BRITMAN SPECIALTY PRODUCTS INC. 21 Bywood Drive Etobicoke, ON M9A 1L6 Farhat Buchh Email: farhat.buchh@rotalec.com Respondent
AND TO:	ROTALEC INTERNATIONAL INC. 5000 Boulevard Thimens St-Laurent, QB H4R 2B2 Farhat Buchh Email: farhat.buchh@rotalec.com Respondent
AND TO:	ROTALEC CANADA INC. 5000 Boulevard Thimens St-Laurent, QB H4R 2B2 Farhat Buchh Email: farhat.buchh@rotalec.com Respondent

AND TO:	BDC CAPITAL INC. 5 Place Ville-Marie Suite 500 Montreal, QB H3B 5E7 Lyne Gaulin Email: Lyne.Gaulin@bdc.ca PPSA Registrant
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AND TO:	HYUNDAI CAPITAL LEASE INC. and HYUNDAI MOTOR FINANCE 123 Front Street Suite 1000 Toronto, ON M5J 2M3 PPSA Registrants
AND TO:	HIS MAJESTY IN RIGHT OF ONTARIO as represented by the Minister of Finance 347 Preston Street, 3 rd Floor Ottawa, ON K1S 3H8 PPSA Registrant
AND TO:	VENDORLENDER FUNDING CORP. 90C Centurian Drive Suite 213 Markham, ON L3R 8C5 PPSA Registrant
AND TO:	MERCEDES-BENZ FINANCIAL and MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION 2680 Matheson Boulevard East Suite 500 Mississauga, ON L4W 0A5 PPSA Registrants
AND TO:	VW CREDIT CANADA INC. 4865 Marc-Blain Street Suite 300 St-Laurent, QB H4R 3B2 PPSA Registrant

AND TO:	OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA 151 Yonge Street 4 th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	ATTORNEY GENERAL OF CANADA Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by Ministry of Finance Legal Services Branch Revenue Collections Branch – Insolvency Unit 33 King Street West 6 th Floor Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca
AND TO:	NORTON ROSE FULLBRIGHT LLP 222 Bay Street Suite 3000 Toronto, ON M5K 1E7 Evan Cobb Tel: 416 216 1929 Email: evan.cobb@nortonrosefulbright.com Lawyers for Ingenico Canada

AND TO:	YULEX, LAWYERS AND STRATEGISTS LLP Dominique Lavin Tel: 438 386 9002 ext 235 Email: dlavin@yulex.ca Rosalie Patenaude Tel: 438 386 9002 ext 231 Email: rpatenaude@yulex.ca Lawyers For Doosan Robotics Inc.
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THE TORONTO DOMINION BANK

BUCHH HOLDING INC., 2371561 ONTARIO INC., BRITMAN
SPECIALTY PRODUCTS INC., ROTALEC INTERNATIONAL
INC. AND ROTALEC CANADA INC.

Applicant

Respondents

Court File No. CV-24-00723986-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**Proceeding commenced at
Toronto**

**MOTION RECORD OF THE RECEIVER
(SALE APPROVAL & DISTRIBUTION)**

FASKEN MARTINEAU DUMOULIN

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