

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

THE HONOURABLE ) WEDNESDAY, THE 12th  
JUSTICE KIMMEL ) DAY OF OCTOBER, 2022

B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

- and -

**CUTLER FOREST PRODUCTS INC.**

Respondent

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by The Fuller Landau Group Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Cutler Forest Products Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Infinity Asset Solutions Inc. (the "Purchaser") dated October 4, 2022 and appended to the Report of the Receiver dated October 4, 2022 (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day by judicial teleconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, and counsel for Royal Bank of Canada, and in the presence of Mr. Harold Krawitz, former officer of

the Debtor, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Lindsay Ferguson sworn October 4, 2022 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

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 Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, 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 Madam Justice Dietrich dated August 4, 2022; 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, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS AND DECLARES that the Purchased Assets shall not include the Excluded Assets, as defined and described in the Sale Agreement, which include the Leased Assets listed on Schedule "C" hereto, subject to the Leased Asset Adjustment, as defined and described in the Sale Agreement. In the event that the lessor of any one of the respective Leased Assets and the Receiver agree in writing to include such Leased Asset as a Purchased Asset, or the Court makes an order to include such Leased Asset as a Purchased Asset, then such Leased Asset shall be included as a Purchased Asset under the terms of this Order, *nunc pro tunc*.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

6. THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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Justice, Ontario Superior Court of Justice  
Commercial List

**SCHEDULE "A" – FORM OF RECEIVER'S CERTIFICATE**

Court File No. CV-22-00684833-00C

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

**B E T W E E N:**

**ROYAL BANK OF CANADA**

Applicant

- and -

**CUTLER FOREST PRODUCTS INC.**

Respondent

**RECEIVER'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Madam Justice Dietrich of the Ontario Superior Court of Justice (the "Court") dated August 4, 2022, The Fuller Landau Group Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Cutler Forest Products Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated October 12, 2022, the Court approved the agreement of purchase and sale made as of October 4, 2022 (the "Sale Agreement") between the Receiver and Infinity Asset Solutions Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 4.1 and 4.2 of the

Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section sections 4.1 and 4.2 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].

**The Fuller Landau Group Inc., solely in its capacity as Receiver of the undertaking, property and assets of Cutler Forest Products Inc., and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE “B” – PURCHASED ASSETS

- (a) **Machinery and Equipment.** The machinery and equipment set out in Exhibit “A” to this Schedule “B”.
- (b) **Intellectual Property.** The intellectual property set out in Exhibit “B” to this Schedule “B”.
- (c) **Inventory.** All of the inventories of the Debtor that are, as of the Closing Date, located at each of the following premises:
- i. 81 Royal Group Crescent, Unit A, Vaughan, Ontario, L4H 1X9;
  - ii. Barone Transport and Warehousing Ltd., 130 Silver Street Blvd. Scarborough, ON, M1V 4V8;;
  - iii. FedEx Trade Networks, 555 Riverwalk Parkway, Tonawanda NY, 14150, USA;
  - iv. CastleGate Logistics, 48 Station Road, Cranbury NJ, 08512, USA;
  - v. CastleGate Logistics, 13483 103<sup>rd</sup> Street, Jacksonville FL, 32210, USA;
  - vi. CastleGate Logistics, 3300/3500 Indian Avenue, Perris CA, 92571, USA;
  - vii. CastleGate Logistics, 2820 N Interstate 35 E, Lancaster TX, 75134, USA; and,
  - viii. CastleGate Logistics, 130 Distribution Drive, McDonough GA, 30252 USA.

# EXHIBIT "A" TO SCHEDULE "B"

Cutler Forest Products Inc.

Exhibit A - Equipment and Machinery

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
1	73	<b>Portable 2 Wheel Strapping Carts w/ Fromm Italiana "P324" Rechargeable Strapping Tools</b>	2
2	2	<b>Pegboard Machine Mechanical Punch s/n 10176 w/ hOut Feed Conveyors, 48" Width Ca</b>	1
3	22	<b>Rolling Self Dumping Forklift Bins</b>	9
4		<b>Manual Pallet Trucks</b>	19
5	3	<b>2006 Homag "Otimat Kal 310/3/A20" Single Side Edge Bander s/n 0-200-05-0575 w/ Homag Power Control PC22 Controller, Single Coil Bandng Stand, Glue System, Milling, Buffing Stations</b>	1
6	4	<b>2014 Blue Giant ""HW40001" Electric Scissor Lift Table s/nZ14122279 4.000kg Capacity, 48"x66" Table</b>	1
7		<b>1998 Polymac "Single 89N" Manual Edge Bander s/n 71709</b>	5
8		<b>(4) Metal Clip-Together Shelves (3) 18"x36" (1) 18"x48"</b>	LOT
9		<b>Handling Speciatty "32-50" Scissor Lift Table s/n L9829 5,000lbs Capacity, 36"x72" Table</b>	1
10	6	<b>Progress ""PMC-150" Horizontal Belt Sander s/n A927, 5HP, 6"x48"</b>	1
11	7	<b>SCM "T120C" Spindle Shaper s/n 1830579</b>	1
13	11	<b>2002 Selco "WNT 600" Panel Saw s/n 22282 w/ Series WN CNC Control Panel, 10'-5" Capacity Stack Conveyor Feeder to Stack Lifter and Rear Load Sheet Feeder</b>	1
14	12	<b>Handling Specialty Electric Scissor Lift Table 5,000lbs Capacity, 36"x72"Table</b>	1
15	13A	<b>Air Control Technology "GB 8x16x8" Enclosed Glue Spray Booth s/n 6558-07/16 w/Dual Sliding Doors, Single Sliding Back Door, Exhaust Fan, Filter Box. 2020 Binks Pressure Paint Pot s/n 375881</b>	1
16	14	<b>Centauro "800 CO" Vertical Bandsaw s/n 7019 w/Material Guide, 30" Throat</b>	1
18	15	<b>Sections of Pallet Racking Size 42"x6' w/Safety Grid Deck</b>	32
19		<b>Portable 2 Wheel Strapping Carts wf Fromm "P328" Rechargeable Strapping Tools</b>	2
20	16	<b>Wulfotec "WHP-200" Turntable Type Pallet Wrapper s/n 1197-272</b>	1
21		<b>CARDINAL "708" DIGITAL PLATFORM SCALE, S/N 9411-17 48"X48", 5,000 LBS X 0.5 LBS</b>	1
22		<b>Portable 2 Wheel Strapping Carts w/ (No Tools)</b>	10
23	30	<b>1999 BIESSE "ROVER 321R" CNC ROUTER, S/N 91988, W/ CNI XNC CNC CONTROL PANEL, VACUUM PUMP, LIGHT CURTAINS</b>	1
24	10	<b>ECONO LIFT ELECTRIC SCISSOR LIFT TABLE, 36"X72" TABLE, 5,000LBS CAPACITY, FOOT PEDAL CONTROLS</b>	1
25	27	<b>2019 BIESSE "ROVER GOLD 12.32" CNC ROUTER, S/N 1 000031662, W/ CNC CONTROL PANEL, BENQ DISPLAY, BSOLID 3D CAD CAM SOFTWARE</b>	1
26	29	<b>GRAVITY FEED ROLLER CONVEYORS, SIZE 24"X 8', APPROX. 151 PIECES</b>	LOT
27	28	<b>ROLLING TRANSFER GAVITY FEED CONVEYORS, W/ FLOOR TRACK</b>	11
28	59	<b>2013 LIGMATECH ""MPH410-25-07 CASE CLAMP, S/N 0-306-06-5325</b>	1
29	25	<b>DEWATT 36" RADIAL ARM SAW</b>	1
30	28A	<b>2000 BIESSE "ROVER 27" CNC ROUTER, S/N 03236 BORING AND ROUTER, CNC CONTROL PANEL</b>	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
31	31	<b>2004 WEEKE "OPTLMAT BST 500" CNC BORING MACHINE, S/N 0- 251-66-2008, W/ CNC CONTROL, FEED THROUGH, VERTICAL AND HORIZONTAL BORING</b>	1
32	32	<b>GENERAL "90-460M3" VERTICAL BANDSAW, S/N 91784710, W/ MATERIAL GUIDE, 22" THROAT</b>	1
33	33	<b>1998 BIESSE "TECHNO SVBL" AUTOMATIC FEED THROUGH DOWEL INSERTING MACHINE, S/N 82476, W/ (2) VIBRATORY BOWL FEEDERS, BIESSE CNC CONTROLLER</b>	1
34	34	<b>1998 BIESSE "TECHNO LOGIC" HORIZONTAL &amp; VERTICAL BORING MACHINE, S/N 82475</b>	1
35	35	<b>2007 WEEKE "OPTLMAT BHX 500" CNC MACHINING CENTER, S/N 0- 250-66-4386, W/ DUST REMOVER</b>	1
36	36	<b>2003 BIESSE "ROVER 35L" CNC ROUTER, S/N 28980, W/ 2 VACUUM PUMPS, CHAMPION AIR COMPRESSOR, 2015 COSMOTEC INDUSTRIAL COOLER</b>	1
37	37	<b>2011 HOMAG "KAI 210 EDITION" EDGE BANDER, S/N 0-200-66- 7737, W/ HOMAG ELECTRICAL PANEL DOUCET "BT3-36" EDGE BANDER RETURN CONVEYOR</b>	1
38	38	<b>2000 HOMAG "KL 76/A20" EDGE BANDER, S/N 0-200.15-1893, W/ DOUCET "BT3-36" EDGE BANDER RETURN CONVEYOR</b>	1
39	39	<b>CTD DOUBLE MITRE SAW/TOE KICK</b>	1
40	40	<b>SCM "SL15F" SLIDING TABLE SAW (NO TABLE) W/ 2005 4 ROLL MATERIAL POWER FEEDER</b>	1
41		<b>4-STEP ROLLING WAREHOUSE LADDER</b>	1
42	41	<b>1 SCM "T 110" SPINDLE SHAPER, S/N B.510581 W/ 2015 SILVER "AP44" 4 ROLL MATERIAL POWER FEEDER</b>	1
43	42	<b>SCM "SL15F" SLIDING TABLE SAW (NO TABLE), S/N AB 10726 43, W/ 4 ROLL MATERIAL POWER FEEDER</b>	1
44	43	<b>1984 BIESSE "BEAVER" DOUBLE END HORIZONTAL /VERTICAL BORING MACHINE, S/N 224584</b>	1
45		<b>2001 ALTENDORF "F45 ELMO CE" SLIDING TABLE SAW, SIN 01-07- 014, W/ ALTENDORF CONTROL PANEL</b>	1
46		<b>BUFFALO 18" PEDESTAL DRILL PRESS</b>	1
47		<b>LARICK "222" TWO SPINDLE BRUSH SANDER, S/N 28028, W/ VARIABLE SPEED CONTROLS</b>	1
49	1	<b>BATCHING SYSTEMS "800" VIBRATORY FEEDERS, W/ VARIABLE SPEED CONTROLS</b>	12
50	23	<b>2008 SELCO "WNA600SLC" CNC ANGULAR PANEL SAW, S/N 33228, W/ SELCO CONTROL PANEL, APPROX.. 8' WIDE CAPACITY, SECURITY FENCING, LNFEED CONVEYOR, STACK CONVEYOR, STACK LIFTER, LNLEED CONVEYOR</b>	1
51	45	<b>2015 KUKA "KR120 R3200 PA" ROBOT, S/N 676442, W/ 12 CUP SUCTION LIFTING DEVICE, LIGHT CURTAINS WEBER "5300 R.H. DOM" LABEL PRINTER / APPLICATOR, S/N W53002243 BUSCH "MINK MM 1104BV" VACUUM PUMP</b>	1
52	46	<b>PORTABLE 2 WHEEL STRAPPING CART, W/ FROMM "A335" STRAPPING TOOL</b>	1
53	47	<b>7-STEP ROLLING WAREHOUSE LADDER</b>	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
54	48	<b>HIGH CAPACITY STORAGE RETRIEVAL SYSTEM, SAW, CHOPPER AND STACKERS: 2015 HOMAG "PROFI TLF411/40/11" STORAGE RETRIEVAL SYSTEM, S/N 0-286-05-9406, W/ OVERHEAD CRANE, 20" SPAN X 112' RUNWAY, STACK LIFTER, LIGHT CURTAINS CONVEYOR SHEET FEEDER</b>	1
	48	<b>2015 HOLZMA "HRZ540" MULTI-SAW, S/N 0-249-02-7632, W/ INCLINE WASTE CONVEYOR HYDRAULIC POWER SUPPLY</b>	1
	48	<b>2015 HOLZMA "HKL400/43/22/X" HORIZONTAL PANEL SAW W/ PRESSURE BEAM, S/N 0-241-02-4631</b>	1
	48	<b>2015 HOLZMA LIFTOMAT "HAU A 25/12" SHEET STACKERS, S/N 0- 244.02-4853, S/N 0-244.02-48534, S/N 0-244.02-4633, S/N 0-244.02- 4634</b>	4
55	49	<b>2001 HAAS "HTLL 145/185" WOOD CHIPPER, S/N 25577 57" WIDE</b>	1
56	50	<b>SWED SCRAP METAL BANDING CHOPPER, S/N 510AA-8-89-0094</b>	1
57	51	<b>SEALED AIR "SPEEDYPACKER INSIGHT" FOAM-LN BAG PACKAGING SYSTEM, S/N SP5-7315</b>	1
58		<b>ATLAS NCOPCO OIL/WATER SEPARATOR</b>	1
59	20	<b>SECTIONS OF PALLET RACKING, 16' x 8' x 42" mesh deck, avg 8 beams / section</b>	85
60	19	<b>STRAPACK PORTABLE STRAPPING MACHINE</b>	1
62	91	<b>2003 ATLAS COPCO "GA75" ROTARY SCREW AIR COMPRESSOR, S/N ATT 478325, 100 HP, 132 PSI, 433 CFM</b>	1
63	91	<b>CHAMPION 10HP PISTON TYPE AIR COMPRESSOR</b>	1
64	91	<b>CHAMPION 25HP PISTON TYPE AIR COMPRESSOR</b>	1
65	91	<b>2002 ULTRA AIR "UA250AC" REFRIGERATED COMPRESSED AIR DRYER, S/N U-36809-38</b>	1
66	91	<b>SULLAIR "1809E/A" ROTARY SCREW AIR COMPRESSOR, 25 hp, S/N 200806120069</b>	1
67	91	<b>48" PORTABLE FLOOR FANS</b>	4
68	94	<b>2008 TITUS + "133" HINGE MACHINE, S/N 1219</b>	1
69	94	<b>SECTIONS OF 6' RACKING</b>	3
70	94	<b>2-DOOR FLAMMABLE STORAGE CABINET</b>	2
71	94	<b>LOBO UPACTING CUT-OFF SAW, W/ IN/OUT FEED CONVEYORS, PISTORIUS SCREEN CONTROL, AUTOMATIC MEASURING STOP</b>	1
72	94	<b>ACCU SYSTEMS "MMTJ-6" MORTISE AND TENON MITRE MACHINE, S/N 022-07-MMTJ-6, W/ 2 MILLING HEADS</b>	1
73	94	<b>PILLAR MACHINE "MMTJ" MORTISE AND TERON MACHINE, S/N PM 018-14-MMTJ-12, W/ 2 MILLING HEADS</b>	1
74	94	<b>2011 CAMERON AUTOMATION "79-5-LM" 5 ARM PNEUMATIC DOOR CLAMP, S/N 79X5-LM-M1</b>	1
75	94	<b>JLT "79-5M" 5 ARM PNEUMATIC DOOR CLAMP</b>	1
76	94	<b>2014 CAMERON AUTOMATION "GI79X-5" 5 ARM PNEUMATIC DOOR CLAMP</b>	1
77	94	<b>SECTIONS OF GRAVITY FEED CONVEYORS</b>	3
78	24	<b>SECTIONS OF 18"X8' GRAVITY FEED CONVEYOR</b>	39
79		<b>4-WHEEL WAREHOUSE ORDER PICKING CARTS</b>	9
80		<b>PORTABLE 2 WHEEL STRAPPING CARTS, W/ FROMM "P326" STRAPPING TOOLS</b>	3
81		<b>10- STEP ROLLING WAREHOUSE LADDER</b>	5
82		<b>3 - STEP ROLLING WAREHOUSE LADDER</b>	3
83	6	<b>FOOT ACTIVATED PNEUMATIC BOX STAPLERS</b>	2
84	66	<b>FOX "C4" TURNTABLE TYPE PALLET WRAPPER, S/N C4-052908118</b>	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
85	65	<b>2008 "SA-321PE-W112-PS" SHRINK WRAP MACHINE, S/N 083006- 02, W/ IN/OUT GRAVITY FEED CONVEYORS, 38' FLOW WRAPPER, SHRINK TUNNEL, W/ 2 STRAPACK "JK-2" SEMI-AUTO STRAPPERS</b>	1
86	65	<b>2008 DAMARK "B44-180" SHRINK WRAP MACHINE, S/N 6744, W/ IN-OUT GRAVITY FEED CONVEYORS, 35' FLOW WRAPPER, SHRINK TUNNEL, W/ 2 STRAPACK "JK-2" SEMI-AUTO STRAPPERS</b>	1
87	58	<b>2004 OMAL "LIVELLO1PLUS" DOWELING INSERTER, S/N 4054, W/ OMAL DELUXE NC400 CONTROL PANEL</b>	1
88	57	<b>2010 WEEKE "BHX 050" VERTICAL CNC MACHINING CENTER, S/N 0- 250-68-6690</b>	1
89	59A	<b>2008 LIGMATECH "MPH 400/09" CASE CLAMP MACHINE, S/N 0-306- 66-5178.</b>	1
90	59C	<b>SECTIONS GRAVITY FEED ROLLER CONVEYOR, APPROX. 18' X 8' SECTION</b>	13
91	59B	<b>2008 TITUS PLUS "134" HINGE MACHINE, S/N 1220</b>	1
92		<b>SEALED AIR "NEWAIR IB FLEX" STAND AND ROLL WINDER, S/N NAF - 16699</b>	1
93	20	<b>SECTIONS OF PALLET RACKING, 16' x 8' x 42" w APPROX. 6 CROSS BEAMS PER SECTION, mesh decking</b>	161
94	64	<b>FOX "C4" TURNTABLE TYPE PALLET WRAPPER, S/N C4-092412-166</b>	1
95		<b>MAN CAGE, DRILL PRESS, CUT-OFF SAW, BENCH GRINDER, ETC.</b>	LOT
96		<b>2017 SEMI-AUTO STRAPPING MACHINE, S/N 1170011079</b>	1
97		<b>ACT &amp; CONQUEST DUST COLLECTION SYSTEM, W/ BLOWERS, AIRLOCKS. DUCTING, FIRE SURPRESSION SYSTEM, 2 BIN, SPREADERS</b>	1
98		<b>MISCELLANEOUS EQUIPMENT CONSISTING OF: W/ PORTABLE DUST COLLECTOR, BENCHTOP DRILL PRESS, ROLLING RACK, COMPOUND MITRE SAW, TABLE SAWS, HAND TOOLS, LINE PAINTER, GREASE PUMP, PEDESTAL FANS, PNEUMATIC HAND STAPLERS, 12" BENCH TOP FANS, 2- STEP STOOL, PICKER CARTS, 4-WHEEL DOLLY, SHOP VACS, BBQ, PALLET RACKING, ETC.</b>	LOT
100	26	<b>2021 HUAHUA "SKH-612HS" CNC DRILLING MACHINE, S/N ZL01434, W/ DELL CONTROL PANEL</b>	1
101		<b>2021 HUAHUA "SKH-612HS" CNC DRILLING MACHINE, TO ARRIVE AT FACILITY WITHIN APPROX. 30 DAYS</b>	
102		<b>2021 HUAHUA "SKH-612HS" CNC DRILLING MACHINE, TO ARRIVE AT FACILITY WITHIN APPROX. 30 DAYS</b>	
	7	<b>YALE "GLC070VXNGSE085" LPG FORKLIFT, S/N A910V04442C, W/ 3 STAGE MAST. 6,500LBS CAPACITY, 182" LIFT HEIGHT CUSHION TIRES, 54" FORKS, METER READS: 8,865 HOURS (OUT OF SERVICE)</b>	1
	RS	<b>2007 RAYMOND "EASI R40TT" ELECTRIC REACH TRUCK, S/N EZ D-07- 38061, W/ 4,000LBS CAPACITY, 36 VOLT</b>	1
	75	<b>HYSTER "W20ZA" WALK BEHIND ELETRIC PALLET STACKER, S/N A495N01859E, 2,00LBS CAPACITY, 118" LIFT HEIGHT, 24 VOLT, 42" FORKS</b>	1
	77	<b>TOYOTA "426FGCU30" LPG FORKLIFT, S/N 60137, 5,800LBS CAPACITY, 187" LIFT HEIGHT , SIDE SHIFTER, CUSHION TIRE, METER READS: 24,103 HOURS (OUT OF SERVICE - BLOWN GASKET)</b>	1
	83	<b>YALE "MSW040SEN24TV072" WALK BEHIND ELETRIC PALLET STACKER, S/N C820N04214F, 4,000LBS CAPACITY, 100" LIFT HEIGHT, 24 VOLT, 48" FORKS</b>	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
	76	<b>HYSTER "E50XL" ELETRIC FORKLIFT, S/N C108V17559N 4,550 LBS CAPACITY, 187" HEIGHT, 48 VOLT, 48" FORKS, APPROX. 4,713 HOURS</b>	1
	73	<b>2008 RAYMOND "EASIR40TT" ELETRIC REACH TRUCK, S/N EZ-D 0839389, 4,500LBS CAPACITY, 210" LIFT HEIGHT, 36 VOLT</b>	1
	79	<b>DOCKTOCKER "DSS350TT" RIDE ON ELETRIC STACKER, S/N S350- 00794-95, 3,500LBS CAPACITY, 227" LIFT HEIGHT, 36 VOLT.</b>	1
	85	<b>2002 RAYMOND "EASIR30TT" ELETRIC REACH TRUCK, S/N ET-D-02- 11921, 3,000LBS, CAPACITY, 192" LIFT HEIGHT, 24 VOLT</b>	1
	9	<b>CATERPILLAR "EP6000" ELETRIC FORKLIFT, S/N FN408955, 5,640LBS CAPACITY, 48 VOLT, CUSHION TIRE, METER READS: 7,791 HOURS (OUT OF SERVICE, DRIVE ASSEMBLY ISSUE)</b>	1
	80	<b>HYSTER "E60Z-33" ELETRIC FORKLIFT, S/N G108N08853F, 5,750LBS CAPACITY, 193" LIFT BHEIGHT CUSHION TIRE, 48" FORKS, 36 VOLT</b>	1
	86	<b>2003 RAYMOND "112TM-FRE60L" ELETRIC PALLET WLAKIE, S/N 112- 03-48388, 6,000LBS CAPACITY, 24 VOLT, METER READS: 3,888 HOURS</b>	1
	84	<b>2003 Raymond "112TM-FRE60L" Electric Pallet Walkie s/n 112-03-48386 6,000lbs Capacity, 24 Volt Meter Reads: 4,031hours</b>	1
	68	<b>Hyster "E60XN-33" Electric Forklift s/n A268N04916J 5.600lbs Capacity, 187" Lift Height. 48" Forks, 48 Volt, Cushion Tire</b>	1
	82	<b>Toyota "42-6FGCU25" LPG Forklift s/n 61242 5,5101bs Capacity, 170" Lift Height. Cushion Tire Meter Reads: 14,920 hours</b>	1
	88	<b>2002 Raymond "EASI R30TT" Electric Reach Truck s/n EZ-A-2-25159 3,000lbs Capacity, 252" Lift Height. 36 Volt</b>	1
	81	<b>2006 Raymond "EASI R40TT" Electric Reach Truck s/n EZ-0-06-37445 4,000lbs Capacity, 250" Lift Height. 36 Volt</b>	1
	70	<b>1997 Raymond "EASI" Electric Reach Truck s/n ET-B-97-05407 3,000lbs Capacity, 204" Lift Height. 24 Volt</b>	1
		<b>2000 Raymond "EASI R30TT" Electric Reach Truck s/n ES-D-00-08943 3,000lbs Capacity, 225" Lift Height. 36 Volt</b>	1
R7		<b>1997 Raymond "EASI" Electric Reach Truck s/n ES-B-57-01818 3,000lbs Capacity, 252" Lift Height. 36 Volt</b>	1
	3	<b>Hyster "S6SXM" LPG Forklift s/n n/a 5,850lbs Capacity, 182" Lift Height Meter Reads: 3,010 hours</b>	1
	4	<b>Hyster "S6SXM" LPG Forklift s/n 0187V30966B 5,8501bs Capacity, 182" Lift Meter Reads: 14,906 hours</b>	1
		<b>5 Sections Racking - Battery Charger Rack w 10 forklift battery chargers</b>	LOT
		<b>2007 Skyjack SJLII3219 s/n 22000469 550lb Capacity, 19ft Platform Height</b>	1
		<b>Unicarrier LPG forklift, 5250 lb, s/n CUG1F2-9R21624</b>	1
		<b>2007 Raymond, 740 R35TT Electric Reach Truck 3500 lb reach, s/n 740-07-CA-07764</b>	1
13B		<b>Rigid Sander Machine</b>	1
17		<b>Rems 84500 Cutter</b>	1
18		<b>Strapack Model Model RQ8, S/N 20325102</b>	1
20A		<b>Omega radial arm saw</b>	1
52		<b>BlueGiant Model HW4001</b>	1
53		<b>Batching system model 1300 s/n BC-016</b>	1
55		<b>2005 Weber model W5200v2 - label applicator</b>	1
56		<b>Max bench drill press</b>	1
60		<b>Danmark Shrink Packaging System</b>	1
61		<b>Green Lifter</b>	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
	62	Packsize on Demand	1
	63	Packsize on Demand EM735 Year 2013	1
	67	Raymond Forklift Model EASI R40TT	1
	69	Hyster S70 FT	1
	71	Raymond Forklift R4 5TT	1
	72	Raymond Forklift R30TT	1
	74	Hyster Forklift S65XM	1
	78	Raymond Forklift Model EASI S/N 1818	1
	87	Raymond Forklift Model 740 R33TT	1
	89	Racking, Inventory Sinks & Tops	LOT
	90	Contents R&D Warehouse Room	LOT
	93	Contents Hardware Warehouse Room	LOT
	95	Contents /inventory Upper Mezzanine	LOT
	60A	StarPack Strapping Machine	2
	60B	Econo Capacity 2000lbs S/N 83232	1
		Trailer Blue Cutler curtain side (Trailer ID 468) and Contents: Scrap wood / pallets, wooden tie down racks, propane cylinders	1
		Trailer Black Cutler curtain side (Trailer T8298Z) and Contents:	1
		Trailer contents - 53 Foot plain white: Old Machinery Parts; Old motors, 84MG Prosander; cables/metal tie down stands, power supplys, drill press	LOT
		Trailer contents - 53 Foot (Koch Systems): convyer racks, metal rail stands, old ducts;	LOT
		Trailer contents - 53 Foot (Duncan Transport): DanoDesign Vanity Tops, Vanity Tops, boxes;	LOT

**Note 1:**

# EXHIBIT "B" TO SCHEDULE "B"

**Cutler Forest Products Inc.  
Intellectual Property**

- |   |  |   |
|---|--|---|
| 1 | <b>E-commerce platform</b>             | <a href="http://www.emoyahome.com">www.emoyahome.com</a>  |
| 2 | <b>Customer Lists</b>                  | Attachment  |
| 3 | <b>Telephone and Facsimile numbers</b> | 905-212-1414<br>800-268-2393  |
| 4 | <b>Bills of Materials</b>              | If available  |
| 5 | <b>Canadian Trademarks</b>             | Registration Number: 1791711 "Cutler Kitchen and Bath"<br>Registration Number: 1791710 "Cutler Modern Living"<br>Registration Number: 1813337 "Bano Design", "Bano"<br>Registration Number: 1813420 Bano Design Logo<br>Registration Number: 1898225 "Re-Face It Cabinet Refacing"<br>Registration Number: 1889332 "Emoya Home" |
| 6 | <b>U.S Trademarks</b>                  | Registration Number 5697780 "Cutler Kitchen and Bath"   |
| 7 | <b>URLs/domain names:</b>              | www.cutlerkitchenbath.com and .ca<br>www.cutlergroup.com and .ca<br><a href="http://www.cutlermodernliving.com">www.cutlermodernliving.com</a><br><a href="http://www.emoyahome.com">www.emoyahome.com</a> and .ca<br><a href="http://www.cabinetfactory.ca">www.cabinetfactory.ca</a>  |
| 8 | <b>Social Media Sites:</b>             | <a href="https://www.facebook.com/CutlerKitchenandBath/">https://www.facebook.com/CutlerKitchenandBath/</a>   |

## SCHEDULE "C" –LEASED ASSETS

(a) **Leased Assets.** The machinery and equipment set out below, which are subject to leasehold claims by lessors of the Debtor, and which are identified as such therein. Subject to the Leased Asset Adjustment, as defined in the Sale Agreement, and to paragraph 3 of this Order, the Leased Assets are currently considered Excluded Assets, and not included in the Purchased Assets.

1	CWB National Leasing	Centateq N-300 (Optimat NBP084/VANTECH510)
2	Mitsubishi/CLE Capital Inc.	Edgeteq S-500 (KAL370 Ambition 2482) S/N 0-200-66-5245
3	Vault Credit Corporation	2008 KDF770 Brandt Edgebender, 2001 Weimoner ThermaFoil Press
4	Vault Credit Corporation	2006 Used Komo Mach II CNC, S/N 57184-06 with accessories
5	Paccar Leasing Company	2021 Kenworth T270 S/A Truck, VIN 2NKHHM6H4NM980633
6	Paccar Leasing Company	2021 Kenworth T880 Tandem-Axle Tractor 2018 Peterbilt 337 Single Axle Straight Truck, VIN
7	Paccar Leasing Company	2NP2HM7X0JM466679
8	Meridian Onecap Credit Corp.	Kyocera TA-8002i photocopier system S/N VAK6Y00032

ROYAL BANK OF CANADA

v.

CUTLER FOREST PRODUCTS INC.

Applicant

Respondent

Court File No. CV-22-00684833-00CL

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

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**APPROVAL AND VESTING ORDER**

**HARRISON PENZA <sup>LLP</sup>**

Barristers & Solicitors  
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Lawyers for the Receiver,  
The Fuller Landau Group Inc.