

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HEMATITE HOLDINGS INC., HEMATITE MANUFACTURING INC.,
HEMATITE INDUSTRIAL PRODUCTS INC., CANADIAN PAVACO INC.,
PAVACO HOLDINGS U.S. INC., HEMATITE, INC. AND
HEMATITE AUTOMOTIVE PRODUCTS INC.**

Applicants

**MOTION RECORD
(Claims Procedure Order)
(Returnable October 13, 2020)**

October 7, 2020

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**ONTARIO
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MOTION RECORD

INDEX

<u>TAB</u>	<u>DOCUMENT</u>
1.	Notice of Motion
2.	Affidavit of Jacques Nadeau sworn October 7, 2020
A.	Exhibit "A" – List of Creditors
B.	Exhibit "B" – Amended and Restated Initial Order dated September 28, 2020
C.	Exhibit "C" – Order Granting Additional Provisional Relief dated October 1, 2020
D.	Exhibit "D" – Notice of Filing and Hearing on Verified Petition of Foreign Main Proceeding and Related Relief
E.	Exhibit "E" – Consolidated List Required Pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure
3.	Draft Claims Procedure Order

Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
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**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HEMATITE HOLDINGS INC., HEMATITE MANUFACTURING INC.,
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HEMATITE AUTOMOTIVE PRODUCTS INC.**

Applicants

NOTICE OF MOTION

**(Claims Procedure Order)
(Returnable October 13, 2020)**

The Applicants will make a motion before a judge of the Ontario Superior Court of Justice (Commercial List) on October 13, 2020 at 9:00 a.m., or as soon after that time as the motion can be heard, by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 pandemic. Please refer to the conference details attached as Schedule "A" hereto in order to attend. Please advise if you intend to join the motion by emailing Trevor Courtis at tcourtis@mccarthy.ca.

THE MOTION IS FOR:

1. An order, substantially in the form attached as Tab 3 to the Motion Record of the Applicants (herein referred to as "**Hematite**") dated October 6, 2020 (the "**Claims Procedure Order**"), establishing a claims procedure for the identification, quantification, and resolution of certain claims of creditors of the Applicants (the "**Claims Procedure**"); and
2. such other relief as this Honourable Court may allow.

THE GROUNDS FOR THE MOTION ARE:

1. Capitalized terms used and not defined herein have the meanings ascribed to them in the affidavit of Jacques Nadeau, sworn October 7, 2020.

Overview

2. Hematite commenced proceedings under the *Companies Creditors' Arrangement Act*, (“**CCAA**”) and obtained an initial order on September 18, 2020 (the “**Initial Order**”). The Initial Order included, among other things, a stay of proceedings until September 28, 2020 (the “**Stay Period**”) and the appointment of KPMG Inc. to act as the Court-appointed monitor of Hematite (in such capacity, the “**Monitor**”). On September 28, 2020, Hematite obtained an order amending and restating the Initial Order to, among other things, extend the Stay Period to November 27, 2020.

3. On September 17, 2020, Hematite entered into a plan sponsor agreement (as amended, the “**Plan Sponsor Agreement**”) with Woodbridge Foam Corporation (“**Woodbridge**”) whereby Woodbridge agreed to provide interim financing (the “**DIP Facility**”) during the pendency of proceedings under the CCAA and support a CCAA plan that will allow Hematite to emerge as a going concern with a restructured business and balance sheet and fresh financing from Woodbridge. Hematite’s restructuring plan with Woodbridge is supported by all of Hematite’s key stakeholders, including its key secured lenders, major customers and certain key suppliers. Hematite intends to emerge from these CCAA proceedings by the end of the year.

4. The Plan Sponsor Agreement requires that Hematite obtain an order approving the Claims Procedure by October 9, 2020, which Woodbridge has agreed to extend to October 13, 2020. Meeting this milestone is a precondition to further advances under the DIP Facility.

5. In addition to being required under the Plan Sponsor Agreement, the Claims Procedure will allow Hematite and Woodbridge to ascertain the universe of claims that may exist against Hematite and the directors and officers of Hematite to facilitate the development of a CCAA plan with respect to Hematite.

6. Pursuant to the Plan Sponsor Agreement, Hematite is currently required to obtain an order authorizing the filing of a CCAA Plan and the conduct of a meeting of creditors affected thereby to vote on the CCAA Plan by November 13, 2020. The various timelines set out in the Claims Procedure have been designed to facilitate Hematite achieving this milestone.

Notification Process

7. Potential Claimants will be notified of the Claims Procedure and be provided with an opportunity to file a Claim as follows:

- (a) For Known Claimants located in Canada, the Monitor will send a Claims Package to each of the Known Claimants by no later than October 15, 2020 by email to the last known email address of the Known Claimant set out in the books and records of the Applicants. If an email address is not known by Hematite for a Known Claimant, the Monitor will send the Claims Package by either ordinary mail, courier or facsimile to the last known mailing address or facsimile address of the Known Claimant;
- (b) For Known Claimants located in the United States, the Applicants' U.S. counsel, in consultation with the Monitor, will arrange for the Claims Package to be sent by U.S. mail to each Known Claimant by no later than October 15, 2020, consistent with the usual practice of providing notice by that method in U.S. bankruptcy proceedings. The Monitor will also send the Claims Package by email to Known Claimants in the United States where such email address is known to facilitate more timely notice where possible;
- (c) For Claimants with a Restructuring Claim, the Monitor will send a Claims Package to each Claimant with a Restructuring Claim no later than three (3) Business Days following the time the Monitor actually becomes aware of the effective date of a restructuring, disclaimer, resiliation or termination of any lease, contract or other agreement or obligation;
- (d) The Monitor will cause the Notice to Claimants to be published for at least one Business Day in *The Globe and Mail* (National Edition) and USA Today (National Edition) by October 20, 2020;
- (e) The Monitor will also cause the Notice to Claimants to be published, as soon as practicable, in any local newspapers, trade journals or similar publications, if any,

as the Applicants, in consultation with the Monitor and Woodbridge, deem appropriate; and

- (f) The Monitor will cause the Notice to Claimants, Claims Package and Claims Procedure Order to be posted on the Monitor's Website as soon as reasonably possible following the issuance of the Claims Procedure Order.

Claims Bar Dates

8. The following are the bar dates established by the Claims Procedure Order for the various Claims:

- (a) Pre-Filing Claims: 5:00 p.m. (Eastern Time) on November 9, 2020;
- (b) D&O Claims (other than a D&O Restructuring Claim): 5:00 p.m. (Eastern Time) on November 9, 2020; and
- (c) Restructuring Claims: 5:00 p.m. (Eastern Time) on the later of: (i) the Pre-Filing Claims Bar Date; and (ii) the day which is 21 days after the Monitor sends a Claims Package with respect to a Restructuring Claim to the Claimant.

9. If a Claimant does not file a Proof of Claim prior to the applicable bar date, the Claimant will not be entitled to receive further notice with respect to the Claims Procedure or these proceedings, will not be permitted to vote at any Meeting on account of such Claim, will not be permitted to participate in any distribution under any Plan and the Claimant's Claim will be barred and extinguished.

Adjudication and Resolution of Claims

10. The Monitor, in consultation with Hematite, will review the Proofs of Claim filed in accordance with the Claims Procedure. Among other things, the Monitor may accept or disallow (in whole or in part) the amount and/or Status of any Claim by notifying the Claimant in writing.

11. If a Claimant receives a Notice of Revision or Disallowance and intends to dispute it, such Claimant will be required to deliver a Notice of Dispute within 10 days of the date that the Claimant is deemed to have received the Notice of Revision or Disallowance.

12. The Monitor, in consultation with Hematite, may attempt to resolve the disputed Claim or may refer it to a Claims Officer or the Court for adjudication.

Claims Procedure Should Be Approved

13. The Claims Procedure contemplated in the Claims Procedure Order has been developed by Hematite with input from the Monitor and Woodbridge. The various time periods and deadlines reflect the milestones set out in the Plan Support Agreement which Hematite is required to achieve.

14. The vast majority of Known Claimants are trade creditors whose claims are readily calculated and supported with existing invoices. Accordingly, Hematite believes that the notification process outlined above will provide known and unknown potential Claimants with adequate notice of the Claims Procedure and an adequate opportunity to prove their Claims prior to Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable.

15. The adjudication procedure will facilitate the fair and expeditious resolution of any disputes regarding the Status and/or amount of each Claim.

16. The Claims Procedure Order is in the best interests of Hematite and its stakeholders and appropriate in the circumstances.

17. Hematite also relies upon the following:

- (a) the provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
- (b) Rules 2.03, 3.02, 16, 37, and 57 of the *Rules of Civil Procedure*, RRO 1990, Reg. 194; and
- (c) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the Affidavit of Jacques Nadeau, sworn October 7, 2020;
2. the Second Report of the Monitor, to be filed; and
3. such further and other materials as counsel may advise and this Court may permit.

October 7, 2020

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Lawyers for the Applicants

TO: THE SERVICE LIST

SCHEDULE "A"

Conference Details to join Motion via Zoom

Topic: Hematite Holdings Inc. (Court File No. CV-20-00647824-00CL)

Time: Oct 13, 2020 09:00 AM Eastern Time (US and Canada)

Details: Motion seeking claims procedure order.

Join Zoom Meeting

<https://zoom.us/j/93894609359?pwd=V0xFNzdMTWJreUo5c3F0eGhrN3M5dz09>

Sync Folder: <https://ln2.sync.com/dl/bdbbc2e70/2qs7wixh-g7n9y3hc-3pk57h4k-2vaywn24>

Meeting ID: 938 9460 9359

Passcode: 804945

One tap mobile

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+15873281099,,93894609359#,,,,,0#,,804945# Canada

Dial by your location

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

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+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

Meeting ID: 938 9460 9359

Passcode: 804945

Find your local number: <https://zoom.us/j/adYTCQH9rU>

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

Proceeding commenced at Toronto

**NOTICE OF MOTION
(Claims Procedure Order)
(Returnable October 13, 2020)**

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Lawyers for the Applicants

Tab 2

**ONTARIO
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Applicants

**AFFIDAVIT OF JACQUES NADEAU
(Sworn October 7, 2020)**

I, Jacques Nadeau, of the City of Guelph, in the Province of Ontario, MAKE OATH

AND SAY:

1. I am the Chief Treasury Officer of Hematite.¹ I am a Chartered Professional Accountant and have been involved in the financial and operational management of Hematite for over 25 years. From 1988 to 2002, I was a controller and then the chief financial officer of Hematite. Upon returning to Hematite in 2007, I served as a general manager and then the chief operations officer until 2019. I resumed the role of chief financial officer in the summer of 2019 until June 2020 when my role became more focused on treasury and cash management, given Hematite's increasing challenges in that area, as set out herein.

2. Through my various roles, I am familiar with the operations, financial results and strategies of Hematite. As such, I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my

¹ For ease of reference, the Applicants will be collectively referred to herein as "**Hematite**".

knowledge and believe it to be true.

3. All dollar references herein are Canadian dollars unless otherwise referenced.

(i) **Overview**

Circumstances Leading to the CCAA Proceedings

4. Hematite is primarily a tier 1 supplier of component parts to the automotive manufacturing industry. Hematite has operated in Canada since 1978, and currently operates from facilities in Brantford and Guelph, Ontario. Over the past several years, Hematite has pursued an expansion of its manufacturing operations into the United States. In order to finance the significant real estate, equipment and other capital expenditures for this expansion, Hematite was required to reduce its cash reserves and take on significant secured indebtedness.

5. The COVID-19 pandemic and the resulting government-mandated shutdowns, including in the automotive industry, had a significant adverse impact on Hematite's financial position. The only viable path to preserving Hematite's business was a strategic transaction that included a capital injection and a restructuring on terms acceptable to Hematite's existing lenders and customers.

6. On September 17, 2020, Hematite entered into a plan sponsor agreement (as amended, the "**Plan Sponsor Agreement**") with Woodbridge Foam Corporation ("**Woodbridge**") whereby Woodbridge agreed to provide interim financing (the "**DIP Facility**") during the pendency of proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**") and support a CCAA plan that will allow Hematite to emerge as a going concern with a

restructured business and balance sheet and fresh financing from Woodbridge. Hematite's restructuring plan with Woodbridge is supported by all of Hematite's key stakeholders, including its key secured lenders, major customers and certain key suppliers. Hematite intends to emerge from these CCAA proceedings by the end of the year.

CCAA Proceedings

7. On September 18, 2020, the Honourable Mr. Justice Hailey granted Hematite an initial order (the "**Initial Order**") pursuant to the CCAA, including a stay of proceedings until September 28, 2020 (the "**Stay Period**") and the appointment of KPMG Inc. as monitor of the Applicants (in such capacity, the "**Monitor**").

8. On September 25, 2020, in accordance with the Initial Order and the CCAA, the Monitor published a list of creditors and the estimated amount of their claims on the Monitor's Website (the "**List of Creditors**"). A copy of the List of Creditors is attached hereto as **Exhibit "A"**.

9. On September 28, 2020, the Honourable Mr. Justice Hailey granted Hematite an order (the "**Amended and Restated Initial Order**") pursuant to the CCAA amending and restating the Initial Order to, among other things, extend the Stay Period to November 27, 2020. A copy of the Amended and Restated Initial Order is attached hereto as **Exhibit "B"**.

10. I previously swore affidavits on September 17, 2020 (the "**September 17 Affidavit**") in support of Hematite's application for the Initial Order and on September 24, 2020 (the "**September 24 Affidavit**") in support of Hematite's application for the Amended and Restated Initial Order. The September 17 Affidavit outlines, among other things, the business,

operations and financial position of Hematite.

Relief Sought on This Motion

11. I swear this affidavit in support of Hematite's motion for an order (the "**Proposed Claims Procedure Order**"), substantially in the form of the draft order included at Tab 3 of the Motion Record of Hematite, approving a claims procedure for the identification, quantification, and resolution of certain claims of creditors of Hematite (the "**Claims Procedure**").

12. The Plan Sponsor Agreement requires that Hematite obtain an order approving the Claims Procedure by October 9, 2020, which Woodbridge has agreed to extend to October 13, 2020. Meeting this milestone is a precondition to further advances under the DIP Facility.

13. In addition to being required under the Plan Sponsor Agreement, the Claims Procedure will allow Hematite and Woodbridge to ascertain the universe of claims that may exist against Hematite and the directors and officers of Hematite to facilitate the development of a CCAA plan with respect to Hematite.

14. For ease of reference, the following are the key milestones and deadlines under the Claims Procedure, which is described further below:

- (a) Claims Package sent to Known Claimants: October 15, 2020;
 - (b) Publication of newspaper notices: October 20, 2020;
 - (c) Pre-Filing Claims Bar Date: 5:00 p.m. (Eastern Time) on November 9, 2020;
- and

- (d) Restructuring Claims Bar Date 5:00 p.m. (Eastern Time) on the later of: (i) the Pre-Filing Claims Bar Date; and (ii) the day which is 21 days after the Monitor sends a Claims Package with respect to a Restructuring Claim to the Claimant.

15. Pursuant to the Plan Sponsor Agreement, Hematite is currently required to obtain an order authorizing the filing of a CCAA Plan and the conduct of a meeting of creditors affected thereby to vote on the CCAA Plan by November 13, 2020. The various timelines set out in the Claims Procedure have been designed to facilitate Hematite achieving this milestone.

(ii) Update on Chapter 15 Proceedings

16. As previously set out in the September 24 Affidavit, the Initial Order appointed Hematite Holdings Inc. as foreign representative in respect of these CCAA proceedings for the purpose of having these proceedings recognized in any other jurisdiction outside Canada, including the United States pursuant to chapter 15 of title 11 of the United States Code (the “**Bankruptcy Code**”).

17. On September 22, 2020, each of the Applicants filed petitions in the United States Bankruptcy Court for the District of Delaware (the “**U.S. Court**”) for recognition of these CCAA proceedings in the United States pursuant to chapter 15 of the Bankruptcy Code, thereby commencing the Applicants’ chapter 15 cases (the “**Chapter 15 Cases**”). Hematite also filed several motions seeking, among other things, provisional recognition and enforcement of the Initial Order in the United States pending a final recognition hearing on notice to creditors.

18. On September 23, 2020, the Honourable Judge Walrath of the U.S. Court issued an order granting the provisional relief sought by Hematite with respect to the Initial Order, a copy of which is attached as Exhibit “D” to the September 24 Affidavit.

19. Following the issuance of the Amended and Restated Initial Order by this Court, on September 29, 2020 Hematite filed a motion seeking certain further provisional relief, including provisional recognition and enforcement of the Amended and Restated Initial Order in the United States pending the final recognition hearing, and a motion seeking to shorten the usual notice and objection periods for that motion.

20. On October 1, 2020, the Honourable Judge Walrath of the U.S. Court issued an Order Granting Additional Provisional Relief, a copy of which is attached hereto as **Exhibit “C”**. No objections were raised with respect to the provisional relief sought by Hematite.

21. As noted previously in the September 24 Affidavit, a final hearing on the petitions for recognition has been scheduled for October 19, 2020 before the U.S. Court. The Applicants are required to provide 21 days’ notice of the hearing to all known creditors. On September 25, 2020, the Notice of Filing and Hearing on Verified Petition of Foreign Main Proceeding and Related Relief (the “**U.S. Notice of Filing**”) was sent by mail to all known creditors of Hematite in the United States. A copy of the U.S. Notice of Filing is attached hereto as **Exhibit “D”**. A copy of the Consolidated List Required Pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure (the “**Consolidated List**”) filed on September 24, 2020 with the U.S. Court, which lists the creditors that were sent the U.S. Notice of Filing, is attached hereto as **Exhibit “E”**.

(iii) *Proposed Claims Procedure Order*

Claims and Excluded Claims

22. The proposed Claims Procedure would govern the identification, quantification and resolution of Pre-Filing Claims, Restructuring Claims and D&O Claims other than the Excluded Claims.²

23. The following claims are Excluded Claims:

- (a) any claim pursuant to, or related to, the master lease agreements, as amended, supplemented or otherwise modified from time to time, between Hematite Manufacturing Inc. and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, listed in Schedule “F” hereto (the “**TD Excluded Claims**”);
- (b) any claim by Woodbridge Foam Corporation (“**Woodbridge**”) pursuant to, or related to:
 - (i) the Assignment and Assumption Agreement dated September 21, 2020 between The Toronto-Dominion Bank, Woodbridge and certain of the Applicants, among others;
 - (ii) the Plan Sponsor Agreement dated September 17, 2020 between Woodbridge and the Applicants, among others; or

² Any capitalized terms used but not defined in this section of the affidavit shall have the meanings given to them in the Proposed Claims Procedure Order.

- (iii) the Revolving DIP Loan Agreement dated September 17, 2020 between Woodbridge and the Applicants pursuant to which Woodbridge provided the DIP Facility;
- (c) any claim pursuant to, or related to, the Letter of Offer of Financing no. 076542-03 dated December 21, 2017, as amended, supplemented and otherwise modified from time to time, between BDC Capital Inc. and Hematite Manufacturing Inc., among others (the “**Excluded BDC Claims**”);
- (d) any claim secured by any of the CCAA Charges;
- (e) any intercompany claim by any of the Applicants against one or more of the other Applicants; and
- (f) any investigation, action, suit, order or proceeding in respect of the Applicants or any of them by or before a regulatory body (as defined in the CCAA), unless such investigation, action, suit, order or proceeding constitutes a “claim” within the meaning of the CCAA.

24. Pursuant to the arrangements and agreements made with TD and BDC, it is intended that the TD Excluded Claims and the BDC Excluded Claims will be unaffected in any plan of compromise or arrangement that is filed by Hematite in these proceedings.

Notification Process

25. The Proposed Claims Procedure Order requires Hematite to provide to the Monitor a complete list of Known Claimants based on its books and records and the last known mailing

address, email address or facsimile address of each Known Claimant. To ensure consistency with the Chapter 15 Cases, the Proposed Claims Procedure Order requires that the list of Known Claimants include all creditors on the Consolidated List filed with the U.S. Court.

26. Known Claimants will be provided with a copy of the Claims Package as follows:

- (a) For Known Claimants located in Canada, the Monitor will send a Claims Package to each of the Known Claimants by email to the last known email address of the Known Claimant set out in the books and records of the Applicants. If an email address is not known by Hematite for a Known Claimant, the Monitor will send the Claims Package by either ordinary mail, courier or facsimile to the last known mailing address or facsimile address of the Known Claimant; and
- (b) For Known Claimants located in the United States, the Applicants' U.S. counsel, in consultation with the Monitor, will arrange for the Claims Package to be sent by U.S. mail to each Known Claimant, consistent with the usual practice of providing notice by that method in U.S. bankruptcy proceedings. The Monitor will also send the Claims Package by email to Known Claimants in the United States where such email address is known to facilitate more timely notice where possible.

27. In each case, the Claims Packages are required to be sent to Known Claimants by no later than October 15, 2020.

28. The Monitor will send a Claims Package to each Claimant with a Restructuring Claim

no later than three (3) Business Days following the time the Monitor actually becomes aware of the effective date of a restructuring, disclaimer, resiliation or termination of any lease, contract, or other agreement or obligation.

29. The Monitor will cause the Notice to Claimants to be published for at least one Business Day in *The Globe and Mail* (National Edition) and USA Today (National Edition) by October 20, 2020. The Monitor will also cause the Notice to Claimants to be published, as soon as practicable, in any local newspapers, trade journals or similar publications, if any, as the Applicants, in consultation with the Monitor and Woodbridge, deem appropriate.

30. In addition, the Monitor will cause the Notice to Claimants, Claims Package and Claims Procedure Order to be posted on the Monitor's Website as soon as reasonably possible following the issuance of the Claims Procedure Order.

Claims Bar Dates

31. The following are the bar dates established by the Proposed Claims Procedure Order for the various Claims:

- (a) Pre-Filing Claims: 5:00 p.m. (Eastern Time) on November 9, 2020;
- (b) D&O Claims (other than a D&O Restructuring Claim): 5:00 p.m. (Eastern Time) on November 9, 2020; and
- (c) Restructuring Claims: 5:00 p.m. (Eastern Time) on the later of: (i) the Pre-Filing Claims Bar Date; and (ii) the day which is 21 days after the Monitor sends a Claims Package with respect to a Restructuring Claim to the Claimant.

32. If a Claimant does not file a Proof of Claim prior to the applicable bar date, the Claimant will not be entitled to receive further notice with respect to the Claims Procedure or these proceedings, will not be permitted to vote at any Meeting on account of such Claim, will not be permitted to participate in any distribution under any Plan and shall be forever barred from asserting or enforcing such Claim against Hematite and the Directors and Officers, if applicable, and Hematite and the Directors and Officers, if applicable, shall not have any liability whatsoever in respect of such Claim and such Claim will be extinguished without any further act or notification by Hematite.

Adjudication and Resolution of Claims

33. The Monitor, in consultation with Hematite, will review the Proofs of Claim filed in accordance with the Proposed Claims Procedure Order and may:

- (a) request additional information from a Claimant;
- (b) request that a Claimant file a revised Proof of Claim;
- (c) attempt to resolve and settle any issue arising in a Proof of Claim or in respect of a Claim;
- (d) accept (in whole or in part), the amount and/or Status of any Claim and so notify the Claimant in writing; and/or
- (e) revise or disallow (in whole or in part) the amount and/or Status of any Claim and notify the Claimant in writing by issuing a Notice of Revision or Disallowance.

34. A Claimant that intends to dispute a Notice of Revision or Disallowance is required to deliver a Notice of Dispute to the Monitor by 5:00 p.m. (Eastern Time) on the day that is 10 days after the Claimant is deemed to have received the Notice of Revision or Disallowance.

35. Upon receiving a Notice of Dispute, the Monitor, in consultation with Hematite, may attempt to settle the dispute with the Claimant. If the dispute cannot be settled within a reasonable time period or in a manner satisfactory to Hematite, the Monitor, and the applicable Claimant, the Monitor will either:

- (a) refer the dispute to a Claims Officer; or
- (b) on notice to the disputing Claimant, schedule an appointment with the Court for the purpose of scheduling a motion to seek a determination by the Court of the disputed Claim.

36. A Claims Officer may be appointed to adjudicate a disputed Claim either (i) upon the mutual agreement of the affected Claimant and Hematite, in consultation with the Monitor, or (ii) by the Court. The Claims Officer will be empowered to determine the process in which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any Claim.

Proposed Claims Procedure Order Should be Approved

37. The Claims Procedure contemplated in the Proposed Claims Procedure Order has been developed by Hematite with input from the Monitor and Woodbridge. The various time periods and deadlines reflect the milestones set out in the Plan Support Agreement which Hematite is required to achieve.

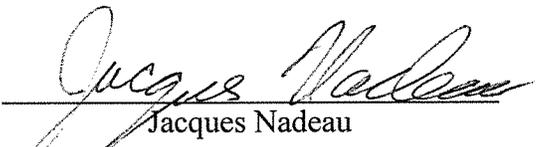
38. As set out in the List of Creditors, the vast majority of Known Claimants are trade creditors whose claims are readily calculated and supported with existing invoices.

Accordingly, Hematite believes that the notification process outlined above will provide known and unknown potential Claimants with adequate notice of the Claims Procedure and an adequate opportunity to prove their Claims prior to Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable. Notices will be sent by email where possible. The adjudication procedure will facilitate the fair and expeditious resolution of any disputes regarding the Status and/or amount of each Claim.

(iv) Conclusion

39. For the reasons stated above, the relief requested in the Proposed Claims Procedure Order is in the best interests of Hematite and its stakeholders and appropriate in the circumstances.

SWORN BEFORE ME over videoconference on this 7th day of October, 2020. The affiant was located in the City of Guelph, in the Province of Ontario and the Commissioner was located in the Town of Whitchurch-Stouffville, in the Province of Ontario. This affidavit was commissioned remotely as a result of the COVID-19 pandemic.


 Jacques Nadeau



A Commissioner for taking Affidavits
 Name: Trevor Courtis (LSO# 67715A)

This is **Exhibit "A"** referred to in the
affidavit of **JACQUES NADEAU**
sworn before me this
7th day of October, 2020



A Commissioner for taking affidavits

**HEMATITE GROUP
LIST OF KNOWN CREDITORS
AS OF SEPTEMBER 18, 2020**

CREDITOR	ADDRESS	CITY	PROV	POSTAL CODE	COUNTRY	BALANCE CAD
UNSECURED CREDITORS						
1238579 ONT INC.						471,010.30
2107931 ONTARIO INC.	232 B WOOLWICH ST.S.,	BRESLAU	ON	N0B 1M0	CANADA	6,298.23
2174770 ONTARIO LTD.						(8,489.88)
2660227 ONTARIO INC.	P.O. BOX 28005	BRANTFORD	ON	N3R 7X5	CANADA	3,193.08
9982698 CANADA LIMITED	335 MAIN STREET EAST P.O. BOX 566	MERRICKVILLE	ON	K0G 1N0	CANADA	5,940.00
A.V. GAUGE & FIXTURE INC.	4000 DELDUCA DRIVE	OLDCASTLE	ON	NOR 1L0	CANADA	69,077.23
A.W. CHESTERTON COMPANY LTD.	889 FRASER DRIVE, UNIT 105	BURLINGTON	ON	L7L 4X8	CANADA	1,847.55
ABATE ENERGY GROUP INC.	1057 DOVERCOURT AVE.	BURLINGTON	ON	L7T 3C4	CANADA	2,860.83
ACCONTEMP	P.O.BOX 57349/C.P. 57349 FILE T57349C STATION A	TORONTO	ON	M5W 5M5	CANADA	3,813.76
ACCU-SHAPE DIE CUTTING INC	4050 MARKET PLACE DRIVE	FLINT	MI	48507-3203	UNITED STATES	84,543.36
ACTIVE TOWING	1764 VICTORIA STREET NORTH	KITCHENER	ON	N2B3E5	CANADA	322.05
ADVANCED ENGINEERING SOLUTIONS,INC.	250 ADVANCED DRIVE	SPRINGBORO	OH	45066	UNITED STATES	139,929.83
ADVANCED INTERIOR SOLUTIONS, INC.	240 ADVANCED DRIVE	SPRINGBORO	OH	45066	UNITED STATES	1,593,107.27
ADVANCED SERVO TECHNOLOGIES INC	6 AUTOMATIC ROAD	BRAMPTON	ON	L6S 5N3	CANADA	1,293.85
ADVANCED TECHNOLOGIES SERVICE BUREAU	44978 FORD ROAD STE D	CANTON	MI	48187	UNITED STATES	1,041.69
AIAG	26200 LAHSER ROAD	SOUTHFIELD	MI	48033	UNITED STATES	2,637.20
AIRBOSS RUBBER COMPOUNDING	101 GLASGOW STREET	KITCHENER	ON	N2G 4X8	CANADA	45,378.50
AIRGAS USA, LLC	2400 SANDRIDGE DRIVE	MORAIN	OH	45439	UNITED STATES	173.91
ALLSCAPES	38 ARGYLE DRIVE	GUELPH	ON	N1G 2P2	CANADA	1,875.22
ALRO STEEL CORPORATION	821 SPRINGFIELD STREET	DAYTON	OH	45403	UNITED STATES	235.57
ALS CANADA LTD.	60 NORTHLAND ROAD	WATERLOO	ON	N2V 2B8	CANADA	625.46
ANSWER PRECISION	146 OTONABEE DRIVE	KITCHENER	ON	N2C 1L6	CANADA	211,028.74
APACHE PLASTICS	4081 FAIRVIEW ST.	BURLINGTON	ON	L7L 2A4	CANADA	2,179.43
APPLIED INDUSTRIAL TECHNOLOGIES	337 SOVEREIGN ROAD	LONDON	ON	N6M 1A6	CANADA	145.91
APPLIFAST TOOL & FASTENER SYSTEMS	251 CREE CRESCENT	WINNIPEG	MB	R3J 3X4	UNITED STATES	374.38
AR SERVICES	104 - 155 MAIN ST. E. SUITE 215	GRIMSBY	ON	L3M 1P2	CANADA	1,461.99
ARGENT INTERNATIONAL, INC.	41016 CONCEPT DRIVE	PLYMOUTH	MI	48170	UNITED STATES	284,838.55
ASHLEY NICOLE HUFF	19630 LAKEWORTH ST	ROSEVILLE	MI	48066	UNITED STATES	2,057.02
AXIS TOOL & GAUGE INC.	664 BISHIP STREET	CAMBRIDGE	ON	N3H 4V6	CANADA	198,251.51
BARRYSTAFF INC	230 WEBSTER ST	DAYTON	OH	45402	UNITED STATES	2,033.24
BEATTIES BASICS OFFICE SUPPLIES	399 VANSICKLE ROAD PO BOX 30065 RPO RIDLEY SQUARE	ST. CATHERINES	ON	L2S 4A1	CANADA	610.20
BELL CANADA	CUSTOMER PAYMENT CENTRE P.O. BOX 3650 STATION DON MILLS	TORONTO	ON	M3C 3X9	CANADA	101.15
BELLAMY CONSTRUCTION LTD	100 ARROW ROAD	GUELPH	ON	N1K 1T4	CANADA	2,078.30
BELLAMY CONSTRUCTION LTD.	100 ARROW ROAD	GUELPH	ON	N1K 1T4	CANADA	632.80
BERT AND SON'S CARTAGE LIMITED	31 EWART AVENUE	BRANTFORD	ON	N3T 5M1	CANADA	2,909.98
BLUEWATER HEATER	2220 OLYMPIA DRIVE UNIT #1	OLDCASTLE	ON	NOR 1L0	CANADA	1,666.75
BOLTS PLUS INC.	8800 GEORGE BOLTON PARKWAY	BOLTON	ON	L7E 2Y4	CANADA	780.33
BOONE RESTORATION, INC.	650 HARCO DRIVE	CLAYTON	OH	45315	UNITED STATES	2,141.83
BOOT COUNTRY	1179 US ROUTE 50	MILFORD	OH	45150	UNITED STATES	1,760.75
BRANT CUSTOM MACHINING LTD.	16 SAGE COURT	BRANTFORD	ON	N3R 7T4	CANADA	7,060.24
BRANTFORD GOLF & COUNTRY CLUB	60 AVA ROAD	BRANTFORD	ON	N3T 5R7	CANADA	219.00
BRANTFORD HYDRAULICS INCORPORATED	41 EMPEY STREET	BRANTFORD	ON	N3S 7P9	CANADA	6,249.76
BRECHBUHLER SCALES INC.	7550 JACKS LANE	DAYTON	OH	45315	UNITED STATES	277.63
BROWN MACHINE LLC	330 NORTH ROSS STREET, P.O. BOX 434	BEAVERTON	MI	48612-0434	UNITED STATES	8,964.44
BSI GROUP AMERICA INC.	12950 WORLDGATE DRIVE SUITE 800	HERNDON	VA	20170	UNITED STATES	9,114.82

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AS OF SEPTEMBER 18, 2020**

CREDITOR	ADDRESS	CITY	PROV	POSTAL CODE	COUNTRY	BALANCE CAD
BSI GROUP CANADA INC.	6205 AIRPORT ROAD,SUITE 102	MISSISSAUGA	ON	L4V 1E1	CANADA	5,627.40
BUSCH VACUUM TECHNICS INC	7385 EAST DANBRO CRESCENT	MISSISSAUGA	ON	L5N 6P8	CANADA	193.55
BUSINESS EQUIPMENT COMPANY	3783 WEST NATIONAL ROAD PO BOX 1385	SPRINGFIELD	OH	45501	UNITED STATES	5,474.01
BUTZEL LONG	SUITE 100 150 WEST JEFFERSON	DETROIT	MI	48226	UNITED STATES	2,591.05
C.H. ROBINSON CARTAGE CO.	136 N. DELWARE STREET SUITE 300	INDIANAPOLIS	IN	46204	UNITED STATES	5,632.08
CAMBRIDGE FREIGHTLINES LTD.	690 FOUNTAIN STREET NORTH	CAMBRIDGE	ON	N3H 0A2	CANADA	2,445.35
CANADA CARTAGE DIVERSIFIED ULC	1115 CARDIFF BLVD.	MISSISSAUGA	ON	L5S 1L8	CANADA	259,845.40
CANADA RUBBER GROUP INC.	405 LAKE ROAD, UNIT 3	BOWMANVILLE	ON	L1C 4P8	CANADA	1,491.60
CANADIAN SECURITY CONCEPTS INC	696 WHARNCLIFFE ROAD SOUTH UNIT #3	LONDON	ON	N6J 2N4	CANADA	338.93
CANADIAN TRAFFIC SERVICES	1785 ARGENTIA ROAD	MISSISSAUGA	ON	L5N 3A2	CANADA	267.18
CARR INDUSTRIAL INC.	493 ELGIN STREET, UNITS 1 & 2	BRANTFORD	ON	N3S 7X3	CANADA	3,508.65
CARVER NON-WOVEN	706 EAST DEPOT STREET	FREMONT	IN	46737	UNITED STATES	161.32
CASCADES CONTAINERBOARD PACKAGING	A DIVISION OF CASCADES ULC 670 SOUTHGATE DR. P.O. BOX 1506	GUELPH	ON	N1H 6N9	CANADA	72,037.43
CASCADES CONTAINERBOARD PACKAGING - BIRD	PO BOX 1506 670 SOUTHGATE DRIVE	GUELPH	ON	N1H 6N9	CANADA	2,853.25
CBT COMPANY	7152 SOLUTION CENTER	CHICAGO	IL	600677-700	UNITED STATES	1,184.87
CDW	200 NORTH MILWAUKEE AVENUE	VERNON HILLS	IL	60061	UNITED STATES	730.29
CDW CANADA	20 CARLSON COURT	ETOBICOKE	ON	M9W 7K6	CANADA	3,649.03
CER CAD ENGINEERING RESOURCES INC.	6100 AUBURN ROAD	SHELBY TOWNSHIP	MI	48317	UNITED STATES	1,529.58
CHAMBER OF COMMERCE BRANTFORD BRANT	77 CHARLOTTE STREET	BRANTFORD	ON	N3T 2W8	CANADA	1,012.48
CHARDON LABORATORIES	7300 TUSSING RD	REYNOLDSBURG	OH	43068	UNITED STATES	978.40
CHECKERS CLEANING SUPPLY	2371 SCANLAN STREET	LONDON	ON	N5W 6G9	CANADA	126.31
CHEM AQUA	253 ORENDA RD.,	BRAMPTON	ON	L6T 1E6	CANADA	6,420.66
CHEM-AQUA	253 ORENDA RD	BRAMPTON	ON	L6T 1E6	CANADA	273.28
CERNOS FLAHERTY SVONKIN LLP	220 BAY STREET SUITE 700	TORONTO	ON	M5J 2W4	CANADA	1,757.15
CHILLERS INC.	1228 GORHAM STREET, UNIT 11	NEWMARKET	ON	L3Y 8Z1	CANADA	12,039.35
CINTAS	DEPT. 400004 P.O. BOX 4372 STN A	TORONTO	ON	M5W 0J2	CANADA	1,807.63
CINTAS CANADA LIMITED	125 BOXWOOD DRIVE	CAMBRIDGE	ON	N3E 0A7	CANADA	408.47
CINTAS CANADA LTD	DEPT. 400004 PO BOX 4372 STN A	TORONTO	ON	M5W 0J2	CANADA	3,837.11
CINTAS CORPORATION	903 BRANDT STREET	DAYTON	OH	45404	UNITED STATES	401.47
CINTAS UNIFORMS	850 CENTER DRIVE	VANDALIA	OH	45377	UNITED STATES	1,626.19
CITRON HYGIENE LP	15 CHARTERHOUSE CRESCENT	LONDON	ON	N5W 5V3	CANADA	531.44
CITY ELECTRIC SUPPLY	31 ADAMS BLVD	BRANTFORD	ON	N3S 7V8	CANADA	302.84
COMMPORT COMMUNICATIONS INTL INC	5 SCANLONG COURT	AURORA	ON	L4G 7B2	CANADA	108.48
COMOLDCO CORPORATION	137 ARROW ROAD	GUELPH	ON	N1K 1S8	CANADA	42,036.00
COMPOSITES CANADA	1100 MEYERSIDE DRIVE	MISSISSAUGA	ON	L5T 1J4	CANADA	563.99
CONNECT CONVEYOR BELTING INC.	405 INDUSTRIAL DRIVE, UNIT 3-8	MILTON	ON	L9T 5B1	CANADA	11,300.00
COOPER STANDARD AUTOMOTIVE	341 ERIE STREET	STRATFORD	ON	N5A 2N3	CANADA	10,402.79
COVERT MANUFACTURING, INC.	328 SOUTH EAST	ST. GALION	OH	44833	UNITED STATES	302,064.89
CRAWFORD PACKAGING	295 FROBISHER DRIVE	WATERLOO	ON	N2V 2G4	CANADA	480.43
CROWN LIFT TRUCKS	210 ANNAGEM BLVD.,	MISSISSAUGA	ON	L5T 2V5	CANADA	12,442.16
CYAN VISUALS	62 PLANT FARM BLVD. #1	BRANTFORD	ON	N3S 7W3	CANADA	559.35
DE LAGE LANDEN FINANCIAL SERVICES	PO BOX 41602	PHILADELPHIA	PA	19101-1602	UNITED STATES	2,542.27
DELL CANADA INC.	P.O. BOX 8440	TORONTO	ON	M5W 3P1	CANADA	1,912.66
DELL INC.	ONE DELL WAY MAIL STOP 8129	ROUND ROCK	TX	78682	UNITED STATES	1,173.73
DELTA PRODUCTS GROUP	1655 EASTWOOD DRIVE	AUROR	IL	60506	UNITED STATES	2,675.00
DeRUIJTER INTERNATIONAL USA, INC.	120 HARVEST DRIVE P.O. BOX 90	COLDWATER	OH	45828	UNITED STATES	67,114.21
DMYTROW, TANYA	6530 TUSCANY OAKS DR	LASALLE	ON	N9J 0B6	CANADA	1,002.24

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DNA CONSULTANTS	146 WENDOVER DRIVE	HAMILTON	ON	L9C 5X5	CANADA	1,525.50
DOCK PRODUCTS CANADA INC.	600 ORWELL STREET, UNIT #6	MISSISSAUGA	ON	L5A 3R9	CANADA	307.59
DOCUMENT IMAGING PARTNERS	130 GODDARD CRES.	CAMBRIDGE	ON	N3E 0A9	CANADA	2,307.96
DULUX PAINTS	19 SPEEDVALE AVENUE EAST	GUELPH	ON	N1H 1J2	CANADA	58.62
DUO ROBOTIC SOLUTIONS, INC.	50570 WING DRIVE	SHELBY TOWNSHIP	MI	48315	UNITED STATES	89,365.48
DYNAMIC ABRASIVES SALES INC.	36 EMPEY STREET UNIT #2	BRANTFORD	ON	N3S 7R2	CANADA	1,799.76
EARHART PROPANE	1496 LYTLE RD	TROY	OH	45373	UNITED STATES	1,051.31
EASY WAY CLEANING PRODUCTS	10 HOUSERS LANE	WOODSTOCK	ON	N4S 7V9	CANADA	977.24
EDPRO ENERGY GROUP	5 CUDDY BLVD.	LONDON	ON	N5V 3Y3	CANADA	9,190.06
EFC INTERNATIONAL	462 CAMDEN DRIVE	BLOOMINGDALE	IL	60108	UNITED STATES	54,826.98
ELECTROMART	381 ELMIRA ROAD UNIT 6	GUELPH	ON	N1K 1H3	CANADA	81.11
ELLSWORTH ADHESIVES CANADA CORPORATION	560 ARVIN AVENUE SUITE 5	STONEY CREEK	ON	L8E 5P1	CANADA	14,804.82
EMCO CORPORATION	60 TAGGART ST.	GUELPH	ON	N1L 1M5	CANADA	64.18
EMHART TEKNOLOGIES LLC	PO BOX 360101	PITTSBURGH	PA	15251-6101	UNITED STATES	58,517.36
ENBRIDGE GAS INC.	P.O. BOX 2001 50 KEIL DRIVE NORTH	CHATHAM	ON	N7M 5M1	CANADA	86.14
ENERGY SOURCE NATURAL GAS	1-415 MICHENER ROAD	GUELPH	ON	N1K 1E8	CANADA	(65.84)
EQUITABLE LIFE OF CANADA	ONE WESTMOUNT RD. NORTH	WATERLOO	ON	N2J 4C7	CANADA	78,285.97
ETSM TECHNICAL SERVICES LTD.	407 SILVERCREEK PKWY NORTH	GUELPH	ON	N1H 8G8	CANADA	1,459.96
EVANS INDUSTRIAL	185 CURTIS DRIVE	GUELPH	ON	N1K 1S9	CANADA	19,210.00
EVERWORKS INC.	354 MACNAB STREET	DUNDAS	ON	L9H 2L2	CANADA	5,302.81
EXCELLENCE IN MANUFACTURING	CONSORTIUM	OWEN SOUND	ON	N4K 5P7	CANADA	2,305.20
EXPRESS MOBILE STORAGE SOLUTIONS LTD.	7347 KIMBEL ST. 2ND FLOOR	MISSISSAUGA	ON	L4T 3M6	CANADA	327.70
FABRIWELD CORPORATION	360 EASTPARK DRIVE	NORWALK	OH	44857	UNITED STATES	138,157.82
FASTENAL	403 HENRY STREET	BRANTFORD	ON	N3S 7V6	CANADA	35,611.62
FASTENAL CANADA	15 COPE COURT	GUELPH	ON	N1K 0A4	CANADA	7,003.83
FEDERAL EXPRESS CANADA	PO BOX 4626 TORONTO STN A	TORONTO	ON	M5W 5B4	CANADA	2,930.40
FEDEX	PO BOX 371461	PITTSBURGH	PA	15250-7461	UNITED STATES	3,779.74
FEDEX EXPRESS	P.O. BOX 4626 STATION A	TORONTO	ON	M5W 5B4	CANADA	1,570.89
FERGUSON	2735 KEARNS AVENUE	DAYTON	OH	45414-5547	UNITED STATES	7.31
FLAMBEAU INC.	801 LYNN AVENUE	BARABOO	WI	53913-2795	UNITED STATES	15,078.45
FLEISCHAUER BROTHERS	LANDSCAPING LTD. 60 WOOLWICH STREET SOUTH P.O. BOX 98	BRESLAU	ON	NOB 1M0	CANADA	4,669.74
FLEXPIPE INC.	2800 SKYMARK AVENUE SUITE 203	MISSISSAUGA	ON	L4W 5A7	CANADA	1,736.81
FLITELINE SERVICES	4-4881 FOUNTAIN ST. N. WATERLOO INTERNATIONAL AIRPORT	BRESLAU	ON	NOB 1M0	CANADA	365.67
FOREST CITY FIRE PROTECTION AND SECURITY	55 FLEMING DR., UNIT 1	CAMBRIDGE	ON	N1T 2A9	CANADA	2,648.72
FRANKLIN EMPIRE INC	121 WASHBURN DRIVE	KITCHENER	ON	N2R 1S1	CANADA	1,091.40
FRID + RUSSELL BUSINESS PRODUCTS	1805 IRONSTONE DRIVE	BURLINGTON	ON	L7L 5T8	CANADA	26.19
GATA INDUSTRIAL SERVICES INC.	P.O. BOX 29056	CAMBRIDGE	ON	N3C 0E6	CANADA	1,519.85
GENERAL DATA COMPANY INC.	4354 FERGUSON DRIVE	CINCINNATI	OH	45245	UNITED STATES	328.00
GERRIE - VISA	31 ARROW ROAD	GUELPH	ON	N1K 1S8	CANADA	9,310.47
GILBERT-MCEACHERN ELECTRIC	106 ALICE STREET	BRANTFORD	ON	N3W 5B7	CANADA	1,850.70
GISSING NORTH AMERICA LLC	125 ALLIED ROAD	AUBURN	ME	4211	UNITED STATES	307,926.32
GLOBAL SQ	431 E. COLFAX AVE., SUITE 100	SOUTH BEND	IN	46617	UNITED STATES	4,365.44
GO GLASS AND ACCESSORIES	660 IMPERIAL ROAD	GUELPH	ON	N1H 7M3	CANADA	1,096.95
GRACIOUS LIVING	7200 MARTIN GROVE ROAD	WOODBIDGE	ON	L4L 9J3	CANADA	45,481.62
GRAINGER	2321 NEEDMORE ROAD	DAYTON	OH	45414	UNITED STATES	3,519.51
GRAND RIVER SALES	P.O. BOX 570	GUELPH	ON	N1H 6L2	CANADA	1,149.95
GRAYBAR CANADA	130 HAYWARD AVE.	KITCHENER	ON	N2G 4E8	CANADA	154.89

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GRAYBAR ELECTRIC	130 HAYWARD AVE P.O BOX 1000, POSTAL STN C	KITCHENER	ON	N2G 4E8	CANADA	419.69
GREAT AMERICA FINANCIAL SERVICES	PO BOX 660831	DALLAS	TX	75266-0831	UNITED STATES	1,383.69
GRIFFIN MECHANICAL INC.	27 MONARCH ROAD UNIT 1B	GUELPH	ON	N1K 1N4	CANADA	0.01
GUELPH AUTO PARTS	354 ELIZABETH STREET	GUELPH	ON	N1E 2X7	CANADA	386.67
GUELPH HYDRO	395 SOUTHGATE DRIVE	GUELPH	ON	N1G 4Y1	CANADA	941.33
HANWHA AZDEL INC	P.O. BOX 751495	CHARLOTTE	NC	28275-1495	UNITED STATES	21,163.53
HAWK PLASTICS LTD.	5295 BURKE DRIVE	WINDSOR	ON	N9A 6J3	CANADA	39,066.14
HEMATITE	551 IMPERIAL RD. NORTH	GUELPH	ON	N1H 7M2	CANADA	803,706.51
HEMATITE AUTOMOTIVE PRODUCTS	37450 SCHOOLCRAFT ROAD, SUITE 140	LIVONIA	OH	48150	UNITED STATES	410,651.60
HEMATITE AUTOMOTIVE PRODUCTS INC.	37450 SCHOOLCRAFT ROAD	MICHIGAN	OH	48150	UNITED STATES	581,950.40
HEMATITE INDUSTRIAL PRODUCTS INC.	511 IMPERIAL RD. NORTH	GUELPH	ON	N1H 7M2	CANADA	10,349.42
HEMATITE MANUFACTURING	46 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W3	CANADA	463,500.85
HEMATITE MANUFACTURING INC	46 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W3	CANADA	1,108.58
HEMATITE MANUFACTURING INC.	46 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W3	CANADA	4,078,366.10
HEMATITE RE 1	551 IMPERIAL RD. NORTH	GUELPH	ON	N1H 7M2	CANADA	429,805.48
HENSEN HOLDINGS INC.	55 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W2	CANADA	5,042.63
HICKS MORLEY HAMILTON STEWART STORIE LLP	TORONTO-DOMINION TOWER,30TH FLOOR	TORONTO	ON	M5K 1K8	CANADA	17,260.76
HUNTER STEEL	107 ARROW ROAD	GUELPH	ON	N1K 1S8	CANADA	1,044.12
HUPMANS LAWN CARE	5678 US-ROUTE 36	GREENVILLE	OH	45331	UNITED STATES	2,971.53
I SUPPLY	1255 SPANGLER ROAD PO BOX 1739	FAIRBORN	OH	45324	UNITED STATES	1,576.87
I-CUBED INDUSTRY INNOVATORS INC.	999 BARTON STREET	STONEY CREEK	ON	L8E 5H4	CANADA	13,147.04
ID TECHNOLOGY	P.O BOX 8774, STN A	TORONTO	ON	M5W 3C2	CANADA	1,018.99
IMPERIAL COFFEE AND SERVICES INC.	4105 BLAKIE ROAD	LONDON	ON	N6L 1P6	CANADA	951.50
IMS TECHNOLOGY AND SECURITY	2710 DRYDEN ROAD	MORAINÉ	OH	45439	UNITED STATES	751.27
INDRATECH	1212 EAST MAPLE ROAD	TROY	MI	48083	UNITED STATES	77,713.73
INJECTION TECHNOLOGIES INC.	4350 INDUSTRIAL DRIVE	WINDSOR	ON	N9C 3R8	CANADA	1,886.49
INTERMEC TECHNOLOGIES CANADA LTD.	CANADA LTD.	MISSISSAUGA	ON	L5S 1M2	CANADA	1,781.84
INTERNATIONAL FIRE PROTECTION, INC.	243 ROYAL DR.	MADISON	AL	35758	UNITED STATES	464.15
INTERWEIGH SYSTEMS INC.	51 BENTLEY STREET	MARKHAM	ON	L3R 3L1	CANADA	446.35
J.C.A FOOD SERVICES	2 MCCLUNG ROAD	CALEDONIA	ON	N3W 1E3	CANADA	718.93
J-COM EDI SERVICES	3660 BESSEMER ROAD, SUITE 100	MOUNT PLEASANT	SC	29466	UNITED STATES	791.16
JMS INCORPORATED	1010 PRODUCTIONS COURT	HOLLAND	MI	49423	UNITED STATES	1,435.96
K.H. & A. PRINTING INC.	355 ELMIRA ROAD N UNIT # 121	GUELPH	ON	N1K 1S5	CANADA	1,088.19
KAMMERER SALES CO	3949 RED BANK ROAD	CINCINNATI	OH	45227	UNITED STATES	4,045.35
KELLY SERVICES (CANADA) LTD	PO BOX 9488	TORONTO	ON	M5W 4E1	CANADA	85,738.72
KENDALL ELECTRIC INC	5101 SOUTH SPRINKLE RD.	PORTAGE	MI	49002	UNITED STATES	642.78
KH&A PRINTING INC.	355 ELMIRA ROAD N. UNIT 121	GUELPH	ON	N1K 1S5	CANADA	70.06
KIRKLAND'S PEST CONTROL	2720 HUNTSVILLE HWY	FAYETTEVILLE	TN	37334	UNITED STATES	59.34
KNAUF INSULATION	1 KNAUF DRIVE	SHELBYVILLE	IN	46176	UNITED STATES	511,007.88
KOLANO AND SAHA ENGINEERS	3559 SASHABAW ROAD	WATERFORD	MI	48329-2656	UNITED STATES	1,819.67
LABEL SOLUTIONS INC	17 SCARBOROUGH HEIGHTS BLVD.	TORONTO	ON	M1M 2V3	CANADA	134.24
LAKESHORE FIXTURE & GAUGE	8025 ANCHOR DRIVE	WINDSOR	ON	N8N 5B7	CANADA	438,460.87
LARSON INC.	55 DAVIS STREET	GULEPH	ON	N1E 0C8	CANADA	1,073.50
LOOSE PLASTICS	1016 EAST 1ST STREET	GLADWIN	MI	48624	UNITED STATES	928,276.84
MAAC MACHINERY CO. INC.	590 TOWER BOULEVARD	CAROL STREAM	IL	60188	UNITED STATES	206,383.42
MAJESTIC INDUSTRIES LLC	15378 HALLMARK	MACOMB TOWNSHIP MI		48042	UNITED STATES	13,845.30
MAJESTIC INDUSTRIES, LLC	15378 HALLMARK	MACOMB TOWNSHIP MI		48042	UNITED STATES	4,643,134.15

**HEMATITE GROUP
LIST OF KNOWN CREDITORS
AS OF SEPTEMBER 18, 2020**

CREDITOR	ADDRESS	CITY	PROV	POSTAL CODE	COUNTRY	BALANCE CAD
MARVES INDUSTRIES	205 CLINE PARK DRIVE	HILDEBRAN	NC	28637	UNITED STATES	105,837.42
MATHARU, HARDIP	393 RIVERTRAIL AVENUE	KITCHENER	ON	N2A 0K2	CANADA	9,224.78
MCDOUGALL SIGNS & GRAPHICS INC	31 WEBER ST. N	WATERLOO	ON	N2J 3G5	CANADA	71.47
MCMASTER-CARR	PO BOX 7690	CHICAGO	IL	60680-7690	UNITED STATES	3,896.53
MCMASTER-CARR SUPPLY CO.	200 AURORA INDUSTRIAL PKWY.	AURORA	OH	44202	UNITED STATES	6,339.51
MH EQUIPMENT	3000 PRODUCTION COURT	DAYTON	OH	45414	UNITED STATES	1,689.84
MICHAEL BEAN TRADEMARKS	97 FREDERICK STREET	KITCHENER	ON	N2H 2L5	CANADA	1,415.45
MIDEAST MACHINERY MOVERS INC.	8155 ST. RT. 121 NORTH	NEW PARIS	OH	45347	UNITED STATES	1,522.32
MILLENNIUM CONTRACT SERVICES	P.O. BOX 41	GEORGETOWN	ON	L7G 4T1	CANADA	9,760.54
MILLIKEN AND COMPANY	24007 TELEGRAPH ROAD	SOUTHFIELD	MI	48034	UNITED STATES	438,371.71
MINTZ GLOBAL SCREENING INC	305 MLNER AVE.	SCARBOROUGH	ON	M1B 3V4	CANADA	135.60
MITSUBISHI CHEMICAL ADVANCED MATERIALS COMPOSITES, INC.	760 WELCH ROAD	COMMERCE TWP.	MI	48390	UNITED STATES	342,762.71
MMI COMPANIES	1094 NAUGHTON	TROY	MI	48083	UNITED STATES	163,276.96
MODERN MACHINERY OF BEAVERTON, INC.	3031 GUERNSEY RD.	BEAVERTON	MI	48612	UNITED STATES	21,098.93
MONARCH CLEANING SOLUTIONS	48 WOODSLEE AVENUE UNIT #2	PARIS	ON	N3L 1J3	CANADA	16,261.83
MONARCH OIL (KITCHENER) LIMITED	2216 SHIRLEY DRIVE	KITCHENER	ON	N2B 3Y11	CANADA	498.49
MONROE GROUNDS MAINTENANCE	2785 S. COUNTY RD. 25A	TROY	OH	45373	UNITED STATES	5,746.54
MORNEAU SHEPELL	10 AVIVA WAY, 2ND FLOOR	MARKHAM	ON	L6G 0G1	CANADA	621.50
MOTION CANADA	GUELPH	GUELPH	ON	N1K 1B8	CANADA	13,934.01
MOUSER ELECTRONICS	P.O. BOX 99319	FORT WORTH	TX	76199-0319	UNITED STATES	1,980.06
MRM METROLOGY INC.	1 REGAN ROAD	BRAMPTON	ON	L7A 1B8	CANADA	592.40
NAHANNI STEEL PRODUCTS INC.	38 DEERHURST DRIVE	BRAMPTON	ON	L6T 5R8	CANADA	9,201.14
NATIONAL ENGINEERED FASTENERS INC.	1747 GREENHOUSE ROAD	BRESLAU	ON	N0B 1M0	CANADA	3,603.44
NATIONAL TECHNICAL SYSTEMS SLMT INC.	150 TRILLIUM DRIVE	KITCHENER	ON	N2E 2C4	CANADA	22,667.80
NATURESCAPE LAWN MAINTENANCE & LANDSCAPING	295 JOHN SUGG RD.	FAYETTEVILLE	TN	37334	UNITED STATES	1,002.14
NAYLOR BUILDING PARTNERSHIPS INC	455 NORTH SERVICE ROAD EAST	OAKVILLE	ON	L6H 1A5	CANADA	310.75
NORTHERN STAMPINGS, INC.	1853 ROCHESTER INDUSTRIAL COURT	ROCHESTER HILLS	MI	48309	UNITED STATES	161,640.58
O2E INC.	399 SOUTH EDGEWARE ROAD UNIT #5	ST. THOMAS	ON	N5P 4B8	CANADA	2,768.50
ODC TOOLING & MOLDS	110 RANDALL DRIVE PO BOX 70	WATERLOO	ON	N2V 1C6	CANADA	2,260.00
ODC TOOLING & MOLDS - CDN	110 RANDALL DRIVE PO BOX 70	WATERLOO	ON	N2V 1C6	CANADA	16,330.50
ODC TOOLING & MOLDS - US FUNDS	110 RANDALL DRIVE	WATERLOO	ON	N2V 1C6	CANADA	357,306.32
OMNITOOL	284 PINEBUSH ROAD	CAMBRIDGE	ON	N1T 1Z6	CANADA	411.57
OPEN TEXT CORPORATION	275 FRANK TOMPA DRIVE	WATERLOO	ON	N2L 0A1	CANADA	3,574.66
ORBIS CANADA LTD.	39 WESTMORE DRIVE	REXDALE	ON	M9V 3Y6	CANADA	15,208.79
ORKIN CANADA CORPORATION	5840 FALBOURNES ST	MISSISSAUGA	ON	L5R 4B5	CANADA	429.98
PACKETWORKS	515 DOTZERT COURT,UNIT 7	WATERLOO	ON	N2L 6A7	CANADA	746.45
PALLET MANAGEMENT GROUP INC.	P.O. BOX 430	CAMPELLVILLE	ON	L0P 1B0	CANADA	37,240.70
PINCHIN LTD.	225 LABRADOR DRIVE UNIT #1	WATERLOO	ON	N2K 4M8	CANADA	3,655.55
PINNACLE CONSULTANTS INC.	34 WATER STREET NORTH	CAMBRIDGE	ON	N1R 3B1	CANADA	47,053.54
PINNACLE GAUGE INC.	150 WERLICH DRIVE	CAMBRIDGE	ON	N1T 1N6	CANADA	22,633.90
PITNEYWORKS	P.O. BOX 280	ORANGEVILLE	ON	L9W 2Z7	CANADA	242.47
PRAXAIR	126 GREY STREET	BRANTFORD	ON	N3S 4W1	CANADA	117.53
PREFERRED PRINTING CO.	3700 W. MICHIGAN STREET (ST. RT. 47 WEST)	SIDNEY	OH	45365	UNITED STATES	863.68
PRIME-TECH PRECISION INC.	25 WORTHINGTON DRIVE	BRANTFORD	ON	N3T 5M1	CANADA	26,560.28
PRIMEX PLASTICS CORPORATION	1235 NORTH F STREET	RICHMOND	IN	47374	UNITED STATES	284,061.01
PRIMUS CANADA	P.O.BOX 4662,STN A	TORONTO	ON	M5W 5H4	CANADA	885.41
PRO LIFT EQUIPMENT	12001 PLANTSIDE DRIVE	LOUISVILLE	KY	40299	UNITED STATES	7,884.33

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CREDITOR	ADDRESS	CITY	PROV	POSTAL CODE	COUNTRY	BALANCE CAD
PROCTER'S CARTAGE LIMITED	97 RIVALDA ROAD	NORTH YORK	ON	M9M 2M6	CANADA	219.70
PRODUCT TOOLING & TECHNOLOGIES INC	33222 GROESBECK HIGHWAY	FRASER	MI	48026	UNITED STATES	132,624.79
PURE WATER INDUSTRIAL LLC	4695 INDUSTRY DRIVE #D	FAIRFIELD	OH	45014	UNITED STATES	4,663.10
PUROLATOR COURIER	PO BOX 4800 STN MAIN	CONCORD	ON	L4K 0K1	CANADA	467.86
RADWELL INTERNATIONAL CANADA	1100 SOUTH SERVICE ROAD #101	STONEY CREEK	ON	L8E 0C5	CANADA	12,705.57
RAPID COOLING	27 MONARCH RD. UNIT 4	GUELPH	ON	N1K 1N4	CANADA	128.82
REAL QUALITY SERVICES	PO BOX 684	MONROE	MI	48361	UNITED STATES	5,815.03
RECEIVER GENERAL	275 POPE ROAD SUITE 103	SUMMERSIDE	PEI	C1N 6A2	CANADA	230,814.56
REKO MANUFACTURING GROUP INC.	469 SILVER CREEK INDUSTRIAL DRIVE	LAKESHORE	ON	N8N 4W2	CANADA	76,738.92
REVERE PLASTICS SYSTEMS, LLC.	18401 MAYLN	FRASER	MI	48026	UNITED STATES	2,362.60
REYNER ELECTRICAL CONSTRUCTION INC.	835988 HUBBARD ROAD, R.R.#1	DRUMBO	ON	N0J 1G0	CANADA	926.60
RIECK SERVICES	5425 WADSWORTH RD.	DAYTON	OH	45414	UNITED STATES	1,410.90
RIEPERT SALT & SUPPLIES	66 SCHAEFER STREET	WATERLOO	ON	N2L 4C5	CANADA	1,478.37
RIGHTWAY FASTENERS, INC.	7945 SOUTH INTERNATIONAL DRIVE	COLUMBUS	IN	47201	UNITED STATES	2,562.30
RITE WAY MECHANICAL LTD.	33 HAYES AVE.	GUELPH	ON	N1E 5V6	CANADA	475.91
ROGERS	PO BOX 9100	DON MILLS	ON	M3C 3P9	CANADA	4,954.88
ROYAL CITY INDUSTRIAL	3-150 REGAL ROAD	GUELPH	ON	N1K 1B9	CANADA	310.75
ROYAL CITY TIRE & SERVICE	10 MALCOLM ROAD	GUELPH	ON	N1K 1A9	CANADA	588.73
ROYLCO INDUSTRIES	30 NORTHLAND ROAD	WATERLOO	ON	N2V 1Y1	CANADA	85,932.03
RR DONNELLEY	1960 S. RIVERSIDE DR.	IOWA CITY	IA	52246	UNITED STATES	532.71
RUBBERLINE PRODUCTS INC.	367 MICHENER ROAD	GUELPH	ON	N1K 1E8	CANADA	1,360.17
RUMPKE WASTE & RECYCLING SERVICES	1932 EAST MONUMENT AVENUE	DAYTON	OH	45402	UNITED STATES	34,472.03
SAFETY-KLEEN CANADA INC	P.O. BOX 15221, STATION A	TORONTO	ON	M5W 1C1	CANADA	1,072.37
SC & ASSOCIATES, INC	20442 VINE DR.	MACOMB	MI	48044	UNITED STATES	2,057.02
SCHMALZ INC	5850 OAK FOREST DRIVE	RALEIGH	NC	27616	UNITED STATES	3,940.61
SCHNEIDER NATIONAL CARRIERS, INC.	3101 S. PACKERLAND DRIVE	GREEN BAY	WI	54313	UNITED STATES	96,178.68
SCIOTO, LLC	8577 NORTH DIXIE DRIVE	DAYTON	OH	45414	UNITED STATES	5,492.81
SECURO VISION INC	2285 RUE DE LA METROPOLE	LONGUEUIL	QC	J4G 1E5	CANADA	598.24
SECURTEK	70 - 1ST AVENUE N.	YORKTON	SK	S3N 1J6	CANADA	91.36
SELECT TOOL INC.	3015 NORTH TALBOT	OLDCASTLE	ON	NOR 1L0	CANADA	12,988.21
SHAPE PROCESS AUTOMATION	1255 HARMON ROAD	AUBURN HILLS	MI	48326	UNITED STATES	61,031.77
SHAPE PROCESS AUTOMATION - TOOL	1255 HARMON ROAD	AUBURN HILLS	MI	48326	UNITED STATES	46,448.25
SHAW DIRECT	NETWORK INC.	CALGARY	AB	T2P 0C2	CANADA	192.91
SHELLEY AUTOMATION	41 COLDWATER ROAD	TORONTO	ON	M3B 1Y8	CANADA	167.60
SHERIDAN, PHILIP	289 BRIDELWOOD DRIVE	FAYETTEVILLE	TN	37334	UNITED STATES	1,373.85
SHINOL WORKFORCE INC.	3-2050 ELLESMERE ROAD	SCARBOROUGH	ON	M1H 3A9	CANADA	28,757.95
SIGMA INTERNATIONAL	36800 PLYMOUTH RD	LIVONIA	MI	48150	UNITED STATES	11,511.38
SILCO FIRE AND SECURITY	10765 MEDALLIAN DRIVE		OH	45241	UNITED STATES	15,450.76
SPECIALIZED TOOLING INC.	264227 PROUSE ROAD	MOUNT ELGIN	ON	N0J 1N0	CANADA	226.00
SPECTRUM BUSINESS	1600 DUBLIN ROAD	COLUMBUS	OH	43215	UNITED STATES	1,739.48
SPIRA FIRE PROTECTION LTD.	31 HAYES AVE.,	GUELPH	ON	N1E 5V6	CANADA	3,470.58
SPOONER INCORPORATED	28605 RANNEY PARKWAY	WESTLAKE	OH	44145	UNITED STATES	1,054.88
SRP CONTROL SYSTEM LTD.	19-5155 SPECTRUM WAY	MISSISSAUGA	ON	L4W 5A1	CANADA	299.45
ST. JOHN AMBULANCE	56 JAFFRAY STREET,	CAMBRIDGE	ON	N1R 3H9	CANADA	130.00
STAFFMARK	ATTN: US BANK P.O.BOX 952386	ST. LOUIS	MO	63195	UNITED STATES	1,271.87
STAPLES ADVANTAGE	C/O T04446C PO BOX 4446	TORONTO	ON	M5W 4A2	CANADA	2,154.20
STATE OF TENNESSEE DEPARTMENT OF REVENUE	500 DEADERICK STREET ANDREW JACKSON STATE OFFICE BUILDING	NASHVILLE	TN	37242	UNITED STATES	1,710.79

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STRATOSPHERE	12024 EXIT FIVE PARKWAY,	FISHERS	IN	46037	UNITED STATES	187,746.33
SURELIFT INC.	84 COPERNICUS BLVD. UNIT #3	BRANTFORD	ON	N3P 1K5	CANADA	1,511.15
SWAN DUST CONTROL	35 UNIVERSITY AVE. EAST	WATERLOO	ON	N2J 2V9	CANADA	1,714.99
TAFT STETTINIUS & HOLLISTER	40 NORTH MAIN STREET SUITE 1700	DAYTON	OH	45423-1029	UNITED STATES	688.97
TAHOMA RUBBER & PLASTICS, INC.	255 WOOSTER RD N.	BARBERTON	OH	44203	UNITED STATES	77,395.23
TAKUMI STAMPING - CANADA INC	100 DENNIS ROAD	ST. THOMAS	ON	N5P 0B6	CANADA	260,176.66
TAKUMI STAMPING - OHIO	8585 SEWARD RD	FAIRFIELD	OH	45011	UNITED STATES	1,988.98
TELUS COMMUNICATIONS COMPANY	PO BOX 81030	BURNABY	BC	V5H 4K1	CANADA	10,485.64
TENAQUIP	419 HENRY ST. UNIT 2	BRANTFORD	ON	N3S 7V6	CANADA	172.89
TENOWO INC.	1968 KAWAI ROAD	LINCOLNTON	NC	28092	UNITED STATES	141,700.45
THE CITY OF BRANTFORD	TAX OFFICE	BRANTFORD	ON	N3T 2H1	CANADA	104,036.51
THE CITY OF BRANTFORD UTILITIES	P.O. BOX 515	BRANTFORD	ON	N3T 6L6	CANADA	7,182.00
THE JOB SHOPPE	12137 TECUMSEH ROAD EAST	TECUMSEH	ON	N8N 1M2	CANADA	29,662.50
THE STEWART COMPANY	3780 KILROY AIRPORT WAY STE 550	LONG BEACH	CA	90806	UNITED STATES	16,018.09
THE WATERLOO NETWORKING COMPANY	36 REGINA ST.N.UNIT C1	WATERLOO	ON	N2J 3A2	CANADA	1,440.75
THEOREM SOLUTIONS	100 WEST BIG BEAVER, STE. 200	TROY	MI	48084	UNITED STATES	1,582.32
THERMOWELL SYSTEMS	148 WALBY DRIVE	OAKVILLE	ON	L6L 4E2	CANADA	2,356.05
THINKPATH ENGINEERING SERVICES (ONTARIO), INC.	365 EVANS AVENUE, SUITE 602	TORONTO	ON	M8Z 1K2	CANADA	6,780.00
THOMPSON EMERGENCY	278 PATILLO ROAD	TECUMSEH	ON	N8N 2L9	CANADA	6,399.00
THOMPSON HINE LLP	AUSTIN LANDING 1 10050 INNOVATION DRIVE SUITE 400	DAYTON	OH	45342-4934	UNITED STATES	2,102.51
TOM KINGSTON	32 COLEBROOK COURT	KITCHENER	ON	N2E 1Y8	CANADA	2,401.25
TOTAL QUALITY LOGISTICS	PO BOX 634558	CINCINNATI	OH	45263-4558	UNITED STATES	20,972.33
TOYOTA TSUSHO AMERICA INC.	702 TRIPORT ROAD	GEORGETOWN	KY	40324	UNITED STATES	4,902.03
TOYOTA TSUSHO CANADA, INC.	270 BEARDS LANE	WOODSTOCK	ON	N4S 7W3	CANADA	14,158.90
TPI CORP FOSTORIA	PO BOX 4973	JOHNSON CITY	TN	37602-4973	UNITED STATES	4,225.93
TRAFFIC TECH, INC.	550 MATHESON BLVD. EAST	MISSISSAUGA	ON	L4Z 4G3	CANADA	855.98
TRIGO QUALITY SOLUTIONS US INC.	50459 CENTRAL INDUSTIRAL DRIVE	SHELBY TOWNSHIP	MI	48315	UNITED STATES	6,380.65
TRIUMPH TOOL LTD	91 ARROW ROAD	GUELPH	ON	N1K 1S8	CANADA	1,064.46
TROY LIFE & FIRE SAFETY LTD.	1042 2ND AVENUE EAST	OWEN SOUND	ON	N4K 2H7	CANADA	1,096.10
TWE NONWOVENS US, INC.	2215 SHORE STREET	HIGH POINT	NC	27263	UNITED STATES	1,109,129.54
TYCO INTEGRATED SECURITY	40 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 6K9	CANADA	382.96
TYCO INTEGRATED SECURITY CANADA INC.	40 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 6K9	CANADA	3,817.57
ULINE	3333 JAMES SNOW PARKWAY NORTH	MILTON	ON	L9T 8L1	CANADA	10,998.29
UNION GAS	P.O. BOX 4001 STN A	TORONTO	ON	M5W 0G2	CANADA	10,098.99
UNIQUE FABRICATING, INC.	800 STANDARD PARKWAY	AUBURN HILLS	MI	48326	UNITED STATES	14,557.75
UNITED COMPRESSED AIR INC.	47 COPERNICUS BLVD. UNIT 1	BRANTFORD	ON	N3P 1N4	CANADA	1,533.20
UPS CANADA LTD.	PO BOX 4900	TORONTO	ON	M5W 0A7	CANADA	1,221.36
URGENT CARE SPECIALISTS, LLC	2400 CORPORATE EXCHANGE DR. SUITE 102	COLUMBUS	OH	43231-7605	UNITED STATES	59.34
USF HOLLAND INC	27052 NETWORK PLACE	CHICAGO	IL	60673-1270	UNITED STATES	2,492.62
VALUE ADDED PACKAGING	44 LAU PARKWAY	CLAYTON	OH	45315	UNITED STATES	5,283.76
VANDALIA RENTAL	PO BOX 160	VANDALIA	OH	45377	UNITED STATES	1,381.08
VIVE MECHANICAL INC.	8-236 BRANEIDA LANE	BRANTFORD	ON	N3S 7W9	CANADA	189.84
VOLUNTEER INDUSTRIAL, LLC	VOLUNTEER INDUSTRIAL, LLC ATTN: JEN DUST PO BOX 1107	EFFINGHAM	IL	62401	UNITED STATES	24,541.26
WASTE CONNECTIONS OF CANADA INC	BRANTFORD HAULING PO BOX 1705	BRANTFORD	ON	N3T 5V7	CANADA	26,281.93
WASTECO	235 CURTIS DRIVE	GUELPH	ON	N1K 1Y3	CANADA	7,233.29
WAYPOINT GLOBAL II, LLC	8345 CLEARVISTA PLACE, SUITE 350	INDIANAPOLIS	IN	46256	UNITED STATES	1,498.05
WESCO DISTRIBUTION	2080 WINNERS CIRCLE	DAYTON	OH	45404	UNITED STATES	909.64

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WESTAYR TRANSPORTATION SYSTEMS	A DIVISION OF 1226934 ONTARIO INC. 260 WAYDOM DRIVE	AYR	ON	NOB1E0	CANADA	7,900.00
WESTBURNE/RUDDY	362 SILVERCREEK PKWY. N.,	GUELPH	ON	N1H 1E7	CANADA	845.04
WHATCHA WANNA WEAR INC.	16 A CHARING CROSS	BRANTFORD	ON	N3R 2H2	CANADA	583.65
WHITLAM LABEL	24800 SHERWOOD AVENUE	CENTERLINE	MI	48015	UNITED STATES	464.81
WILLSON INTERNATIONAL INC	160 WALES AVENUE SUITE 100	TONAWANDA	NY	14150-2508	UNITED STATES	448.94
WILLSON INTERNATIONAL INC.	2345 ARGENTIA ROAD,SUITE 201	MISSISSAUGA	ON	L5N 8K4	CANADA	1,463.40
WILLSON INTERNATIONAL LIMITED	2345 ARGENTIA ROAD	MISSISSAUGA	ON	L5N 8K4	CANADA	5,260.02
WOLSELEY MECHANICAL GROUP	ONTARIO	GUELPH	ON	N1H 1E7	CANADA	178.13
WORK AUTHORITY	INDUSTRIAL SAFETY EQUIPMENT 415 THOMPSON DRIVE	CAMBRIDGE	ON	N1T 2K7	CANADA	1,315.78
WSIB	P.O. BOX 4115 STATION A	TORONTO	ON	M5W 2V3	CANADA	13,701.72
YMCA OF GREATER DAYTON	118 W FIRST STREET SUITE 300	DAYTON	OH	45402	UNITED STATES	714.63
ASACERT	76 KING STREET	MANCHESTER	ENGLAND	M2 5NH	ENGLAND	-
AZTEC ELECTRICAL SUPPLY	75 SALTSMAN DRIVE, UNIT 6 & 7	CAMBRIDGE	ON	N3H 4R7	CANADA	-
BECKER ELECTRIC SUPPLY CO	1341 EAST FOURTH STREET	DAYTON	OH	45402	UNITED STATES	-
CLARK GAS COMPANY, INC.	4525 PARKWAY DRIVE	FLORENCE	AL	35630	UNITED STATES	-
DAYTON PROGRESS CANADA LTD.	861 ROWNTREE DAIRY ROAD	WOODBIDGE	ON	L4L 5W3	CANADA	-
DOWNEY, SHERRI	56 SKY ACRES DRIVE	BRANTFORD	ON	N3R 1P5	CANADA	-
DT INDUSTRIALS, LLC	949 MCCORD RD	HOLLAND	OH	43528	UNITED STATES	-
K. BLAIR SAFETY CONSULTING INC.	92 HARRISBURG ROAD RR#1	PARIS	ON	N3L 3E1	CANADA	-
LIFTWAY LIMITED	PO BOX 457, 479	BRANTFORD	ON	N3T5N9	CANADA	-
M&R ELECTRIC MOTOR SERVICE, INC.	1516 E. FIFTH ST.	DAYTON	OH	45403	UNITED STATES	-
MCCARTER GRESPLAN BEYNON WEIR LLP	675 RIVERBEND DRIVE	KITCHENER	ON	N2K 3S3	CANADA	-
OHIO BUREAU OF WORKERS COMPENSATION	BWC STATE INSURANCE FUND P.O.BOX 89492	CLEVELAND	OH	44101-6492	UNITED STATES	-
PHOTO SPORTS CENTER INC.	300 WEST NATIONAL ROAD	ENGLEWOOD	OH	45322	UNITED STATES	-
RAY PLASTICS -CDN	91 WESTMORE DR.	ETOBICOKE	ON	M9V 3Y6	CANADA	-
ROCKET SOFTWARE INC.	PO BOX 842469	BOSTON	MA	02284-2469	UNITED STATES	-
THE AKRON METAL ETCHING CO.	463 LOCUST STREET	AKRON	OH	44307	UNITED STATES	-
VISION SERVICE CORP	4810 TECUMSEH LANE	EVANSVILLE	IN	47715	UNITED STATES	-
WOODBIDGE FOAM CORPORATION	68 SHIRLEY AVE.	KITCHENER	ON	N2B 2E1	CANADA	-
TOTAL UNSECURED CREDITORS						24,018,213.69

NOTE

All USD currency balances are converted to CAD using the September 18 spot rate of 1.3186.

This is **Exhibit "B"** referred to in the
affidavit of **JACQUES NADEAU**
sworn before me this
7th day of October, 2020

A handwritten signature in black ink, appearing to be 'J. Naudeau', written in a cursive style.

A Commissioner for taking affidavits

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)

MONDAY, THE 28TH

JUSTICE HAINES)

DAY OF SEPTEMBER, 2020



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HEMATITE HOLDINGS INC., HEMATITE MANUFACTURING INC.,
HEMATITE INDUSTRIAL PRODUCTS INC., CANADIAN PAVACO INC.,
PAVACO HOLDINGS U.S. INC., HEMATITE, INC. AND
HEMATITE AUTOMOTIVE PRODUCTS INC.

Applicants

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order amending and restating the initial order (the "Initial Order") issued on September 18, 2020 (the "Initial Filing Date") was heard this day by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the affidavit of Jacques Nadeau sworn September 17, 2020 and the Exhibits thereto, the affidavit of Jacques Nadeau sworn September 24, 2020 and the Exhibits thereto, the consent of KPMG Inc. ("KPMG") to act as the Monitor (in such capacity, the "Monitor"), the Pre-Filing Report of KPMG in its capacity as the proposed Monitor, and the First Report of the Monitor dated September 25, 2020; on being advised that the secured creditors of the Applicants who are likely to be affected by the charges created herein were given notice; on hearing the submissions of counsel for the Applicants, the Monitor and those other parties listed on the counsel slip; and on being advised that those parties listed in the affidavit of service, filed, were given notice of the Motion.

INITIAL ORDER AND INITIAL FILING DATE

1. **THIS COURT ORDERS** that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

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

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan"),

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their businesses (the "Business") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the Initial Filing Date:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses (including, without limitation, in respect of expenses charged by employees to corporate credit cards) payable on or after the Initial Filing Date in respect of employees and contractors, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants, in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Monitor and the DIP Lender (as defined below), amounts owing for goods or services actually supplied to the Applicants prior to the Initial Filing Date by suppliers or other third parties if in the opinion of the Applicants such payment is necessary for the ongoing operations of the Applicants or preservation of the Property, and the payment is required to ensure ongoing supply, up to an aggregate limit of \$700,000 for all such payments without further Order of this Court.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course on or after the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the Initial Filing Date (and, in respect of expenses incurred by credit card, the Applicants may provide cash collateral to the credit card issuer with the consent of the Monitor and DIP Lender).

9. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the Initial Filing Date but not required to be remitted until on or after the Initial Filing Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured

creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the Initial Filing Date, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the Initial Filing Date shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the plan sponsor agreement between the Applicants and Woodbridge Foam Corporation dated September 17, 2020 and the Definitive Documents (as hereinafter defined) have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of the business or operations, and, with the consent of the DIP Lender, to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) terminate the employment of such employees or temporarily lay off such employees as they deem appropriate; and

- (c) pursue all avenues of refinancing the Business or Property in connection with the implementation of the Plan,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “Restructuring”).

13. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants’ 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 Applicants’ 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 Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants’ claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours’ prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

15. **THIS COURT ORDERS** that until and including November 27, 2020 or such later date as this Court may order (the “Stay Period”), no proceeding or enforcement process in any court

or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

17. **THIS COURT ORDERS** that, during the Stay Period, all rights and remedies of any Person against or in respect of Hematite R.E. 1, Inc. (the "Affected Party") arising out of, relating to, or triggered by the insolvency of any of the Applicants, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings (collectively, the "Cross-Default Matters"), are hereby stayed and suspended except with the written consent of the relevant Applicants, the Affected Party and the Monitor, or leave of this Court, and the operation of any provision of any agreement or other arrangement between any Person and the Affected Party whether written or oral that purports to accelerate, terminate, cancel, suspend or modify such agreement or arrangement or create a right to purchase, a right of first refusal or a lien with respect to any property of the Affected Party as a result of any of the Cross-Default Matters is hereby stayed and restrained pending further order of this Court.

NO INTERFERENCE WITH RIGHTS

18. **THIS COURT ORDERS** that during the Stay Period, 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 Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants 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 Business or the Applicants, 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 Applicants, and that the Applicants shall be entitled to the continued use of their current premises, 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 Initial Filing Date are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Initial Filing Date, nor shall any Person be under any obligation on or after the Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the Initial Filing Date and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

22. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

23. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$500,000 as security for the indemnity provided in paragraph 22 of this Order. The Directors' Charge shall have the priority set out in paragraphs 40 and 42 herein.

24. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

APPOINTMENT OF MONITOR

25. **THIS COURT ORDERS** that KPMG is hereby appointed as of the Initial Filing Date pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its advisers of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the Applicants in the preparation of the Applicants' cash flow statements, which information shall be reviewed with the Monitor;
- (e) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the

Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

27. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

28. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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 Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

29. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor

shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential or privileged, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

30. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of 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 Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicants, retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$500,000 as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of the Initial Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 40 and 42 hereof.

DIP FINANCING

34. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from Woodbridge Foam Corporation (the “**DIP Lender**”) in order to finance the Applicants’ working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$6.0 million unless permitted by further Order of this Court.

35. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the Revolving DIP Loan Agreement between the Applicants and the DIP Lender dated as of September 17, 2020 (the “**DIP Loan Agreement**”), filed.

36. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, including the DIP Loan Agreement, the “**Definitive Documents**”), as are contemplated by the DIP Loan Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Loan Agreement and the other Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before the Initial Order was made. The DIP Lender’s Charge shall have the priority set out in paragraphs 40 and 42 hereof.

38. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender’s Charge, the DIP Lender, upon three (3) business days’ notice to the

Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Loan Agreement, the other Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Loan Agreement, the other Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

39. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

40. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum initial amount of \$500,000);

Second – DIP Lender's Charge; and

Third – Directors' Charge (to the maximum initial amount of \$500,000).

41. **THIS COURT ORDERS** that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent

to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

42. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

43. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Administration Charge and the Directors' Charge, or further Order of this Court.

44. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Loan Agreement or the other Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into

the DIP Loan Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Applicants pursuant to this Order, the DIP Loan Agreement or the other Definitive Documents, and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

45. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

46. **THIS COURT ORDERS AND DECLARES** that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the DIP Loan Agreement, the other Definitive Documents or the DIP Lender's Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "Variation") whether by subsequent order of this Court, on or pending an appeal from this Order, such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender whether under this Order (as made prior to the Variation), under the DIP Loan Agreement and the other Definitive Documents, with respect to any advances made prior to the DIP Lender being given notice of the Variation and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender's Charge) for all advances so made.

SERVICE AND NOTICE

47. **THIS COURT ORDERS** that the Monitor shall (i) without delay from the Initial Filing Date, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA in respect of the Initial Order, (ii) within five days after the Initial Filing Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicants, a notice to every known creditor who has a claim against the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly

available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

48. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, 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 Guide with the following URL: <http://home.kpmg/ca/hematitegroup>.

49. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are 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, facsimile or other electronic transmission to the Applicants' creditors or other interested parties and their advisers at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery, facsimile or other electronic transmission shall be deemed to be received on day of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

50. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder.

51. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

52. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory body or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to Hematite Holdings Inc. in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

53. **THIS COURT ORDERS** that each of the Applicants and the Monitor 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 Hematite Holdings Inc. is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in any other jurisdiction outside Canada, including the United States pursuant to chapter 15 of title 11 of the United States Code.

54. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date it is made without any need for entry and filing.

A large, stylized handwritten signature in black ink, appearing to read "Hematite".

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

SEP 29 2020

PER / PAR:

A small, stylized handwritten signature in blue ink.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF HEMATITE HOLDINGS INC. ET AL.

Court File No: CV-20-00647824-00CL

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

Proceeding commenced at Toronto

**AMENDED AND RESTATED
INITIAL ORDER**

McCarthy Tétrault LLP
Suite 5300, TD Bank Tower
Toronto ON M5K 1E6
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Tel: 416-601-7539
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Trevor Courtis LSO#: 67715A
Tel: 416-601-7643
Email: tcourtis@mccarthy.ca

This is **Exhibit "C"** referred to in the
affidavit of **JACQUES NADEAU**
sworn before me this
7th day of October, 2020



A Commissioner for taking affidavits

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re :

HEMATITE HOLDINGS INC., *et al.*,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 20-12387 (MFW)

Jointly Administered

Related Docket No.: 19

ORDER GRANTING ADDITIONAL PROVISIONAL RELIEF

Upon the *Second Motion of Hematite Holdings Inc., as Foreign Representative, For an Order Granting Certain Provisional Relief* (the “Motion”),² in its capacity as the Canadian Court court-appointed and authorized foreign representative (the “Foreign Representative”) for the above-captioned debtors (the “Debtors”) in a reorganization proceeding (the “CCAA Proceeding”) commenced under Canada’s *Companies’ Creditors Arrangement Act* (the “CCAA”) pending before the Ontario Superior Court Of Justice (Commercial List) in Ontario, Canada (the “Canadian Court”), for entry of a provisional order (this “Order”), pursuant to sections 105(a), 362, 363, 364(e), 365(e), 1517, 1519, and 1521, of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) granting the Requested Provisional Relief as defined and described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, 11 U.S.C. §§ 109 and 1501, and the

¹ The U.S. Debtors in these chapter 15 cases and the last four digits of their U.S. Federal Employer Identification Numbers are as follows: Pavaco Holdings U.S. Inc. (5569); Hematite, Inc. (3799); and Hematite Automotive Products Inc. (5382). The Canadian Debtors in these chapter 15 cases and the last four digits of their unique identifier are as follows: Hematite Holdings Inc. (8581); Hematite Manufacturing Inc. (4900); Hematite Industrial Products Inc. (7706); and Canadian Pavaco Inc. (5315). The U.S. Debtors and the Canadian Debtors are referred to herein, collectively, as the “Debtors.” The Debtors’ principal offices are located at 659 Speedvale Avenue West, Guelph, Ontario, N1K 1E6, Canada.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); and the Debtors having consented to the Court's authority to enter a final order consistent with Article III of the U.S. Constitution; and venue being proper before this Court pursuant to 28 U.S.C. § 1410; and due and proper notice of the provisional relief sought in the Motion having been provided; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "Hearing"); and upon the Nadeau Declaration, the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the additional provisional relief sought in the Motion is in the best interests of the Debtors, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

THIS COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules") made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

C. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).

D. Venue for this proceeding is proper before this Court pursuant to 28 U.S.C. § 1410.

E. The Foreign Representative has demonstrated a substantial likelihood of success on the merits that (a) the CCAA Proceeding is a “foreign main proceeding” as that term is defined in section 1502(4) of the Bankruptcy Code or, alternatively, with respect to certain Debtors, the CCAA Proceeding is a “foreign nonmain proceeding” as defined in section 1502(5) of the Bankruptcy Code, (b) the Foreign Representative is a “foreign representative” as that term is defined in section 101(24) of the Bankruptcy Code, (c) all statutory elements for recognition of the CCAA Proceeding are satisfied in accordance with section 1517 of the Bankruptcy Code, (d) upon recognition of the CCAA Proceeding as a foreign main proceeding, section 362 of the Bankruptcy Code will automatically apply in these chapter 15 cases pursuant to section 1520(a)(1) of the Bankruptcy Code, and (e) that application of section 365(e) on an interim basis to prevent contract counterparties from terminating their prepetition contracts with the Debtors is entirely consistent with the injunctive relief afforded by the automatic stay under section 362.

F. The Foreign Representative has demonstrated that (a) the commencement of any proceeding or action in the U.S. against Debtors and its business and all of its assets should be stayed pursuant to sections 1519, 1521, and 105(a) of the Bankruptcy Code, which protections, in each case, shall be coextensive with the provisions of section 362 of the Bankruptcy Code, to permit the fair and efficient administration of the CCAA Proceeding, including a reorganization pursuant to a plan of compromise or arrangement, pursuant to the Amended Initial Order and any other applicable orders of the Canadian Court, for the benefit of all stakeholders, and (b) the relief requested in the Motion will neither cause an undue hardship nor create any hardship to parties in interest that is not outweighed by the benefits of the relief granted herein.

G. The Foreign Representative has demonstrated that without the protection of sections 362 and 365(e) of the Bankruptcy Code, there is a material risk that the Debtors' creditors, including counterparties to certain of the Debtors' leases and contracts, may take the position that the commencement of the CCAA Proceeding or these chapter 15 cases authorizes them to terminate such contracts or accelerate obligations or exercise remedies thereunder. Such termination or acceleration will severely impair the Debtors' restructuring efforts and result in irreparable damage to the Debtors' business and the value of Debtors' assets, and substantial harm to Debtors' creditors and other parties in interest.

H. The Foreign Representative has demonstrated that without the protections afforded to the DIP Lender under section 364(e), there is a material risk that the Debtors will be unable to obtain the requisite financing to continue their business operations and fund their restructuring proceedings, which will significantly impair and potentially result in irreparable damage to the value of the Debtors' assets.

I. The Foreign Representative has demonstrated to the Canadian Court that the incurrence of indebtedness under the DIP Facility and the granting of liens and charge negotiated in connection with the DIP Facility is necessary to prevent irreparable harm to the Debtors because, without such financing, the Debtors will be unable to continue operations and fund their restructuring proceedings, which will significantly impair the value of their assets, and the Canadian Court has approved the DIP Facility as being appropriate and the amount that the Debtors have been authorized to borrow is reasonably necessary for the continued operations of the Debtors in the ordinary course of business.

J. The Foreign Representative has demonstrated to the Canadian Court that the terms of the DIP Facility are fair and reasonable and were entered into in good faith by the Debtors and

the DIP Lender and that the DIP Lender would not have extended financing without the provisions of this Order and the Court's recognition of the protections set forth in the Amended Initial Order relating to the DIP Facility.

K. The Foreign Representative has demonstrated to the Canadian Court that absent the relief granted herein, there is a material risk that one or more parties in interest will take action against the Debtors or their assets. As a result, the Debtors may suffer immediate and irreparable injury, loss, or damage for which there is no adequate remedy at law and therefore it is necessary that this Court grant the relief requested in the Motion with notice as provided in the motion. Further, unless this Order is entered, the Debtors' assets could be subject to efforts by creditors to control, possess, or execute upon such assets and such efforts could result in the Debtors suffering immediate and irreparable injury, loss or damage by, among other things, creditors (a) interfering with the jurisdictional mandate of this Court under chapter 15 of the Bankruptcy Code, and (b) interfering with or undermining the success of the CCAA Proceeding.

L. The Foreign Representative has demonstrated that no injury will result to any party that is greater than the harm to the Debtors' business, assets, and property in the absence of the relief requested in the Motion.

M. The Debtors' creditors will not suffer any significant harm by the requested provisional relief, as the relief will ensure the value of the Debtors' assets are preserved, protected and maximized for the benefit of all creditors.

N. The Foreign Representative has demonstrated that, in the interest of comity, the purpose of chapter 15 is carried out by granting recognition and giving effect to the Amended Initial Order.

O. The interests of the public and public policy of the U.S. will be served by entry of this Order.

P. The Foreign Representative and Debtors are entitled to the full protections and rights available pursuant to section 1519(a)(1)-(3) of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The Amended Initial Order is hereby given full force and effect on a provisional basis, including, without limitation, the sections of the Amended Initial Order (a) authorizing the Debtors to obtain credit under the DIP Facility in the amount of USD \$6,000,000 and granting to the DIP Lender the DIP Lender Charge to authorize the Debtors to enter into, perform and borrow under the DIP Facility, (b) staying the commencement or continuation of any actions against the Debtors and their assets, (c) imposing a stay with respect to claims or actions against the Debtors' directors and officers or their assets in connection with the directors' or officers' positions at the Debtor, and (d) granting the Directors' Charge and Administration Charge.

3. While this Order is in effect, the Foreign Representative and the Debtors are entitled to the full protections and rights pursuant to section 1519(a)(1), which protections shall be coextensive with the provisions of section 362 of the Bankruptcy Code, and this Order shall operate as a stay of any execution against the Debtors' assets within the territorial jurisdiction of the United States.

4. While this Order is in effect, pursuant to sections 1519(a)(3) and 1521(a)(7) of the Bankruptcy Code, sections 362 and 365(e) of the Bankruptcy Code are hereby made applicable in these Chapter 15 Cases to the Debtors and their property within the territorial jurisdiction of the United States, and (b) section 362 of the Bankruptcy Code is hereby made applicable to the

Debtors' directors and officers and their property within the territorial jurisdiction of the United States.

5. Pursuant to 11 U.S.C. § 1519(a) and 1521(a)(3) and (7), all persons and entities, other than the Foreign Representative and its representatives and agents, are hereby enjoined from:

- a. execution against any of the Debtors' and their directors and officers (the "Protected Parties") assets;
- b. the commencement or continuation, including the issuance or employment of process, of a judicial, quasi-judicial, administrative, regulatory, arbitral, or other action or proceeding, or to recover a claim, including, without limitation, any and all unpaid judgments, settlements or otherwise against the Debtors or other Protected Parties, which in either case is in any way related to, or would interfere with, the administration of the Debtors' estates in the CCAA Proceeding;
- c. taking or continuing any act to create, perfect or enforce a lien or other security interest, setoff or other claim against the Debtors or other Protected Parties or any of their property or proceeds thereof, other than the filing of any registration to preserve or protect a security interest;
- d. transferring, relinquishing or disposing of any property of the Debtors to any person or entity (as that term is defined in section 101(15) of the Bankruptcy Code) other than the Foreign Representative;
- e. commencing or continuing an individual action or proceeding concerning the Debtors' or other Protected Parties' assets, rights, obligations or liabilities; and
- f. declaring or considering the filing of the CCAA Proceeding or these Chapter 15 Cases a default or event of default under any agreement, contract or arrangement;

provided, in each case, that such injunctions shall be effective solely within the territorial jurisdiction of the United States; and provided further that nothing herein shall: (x) prevent any entity from filing any claims against the Debtors in the CCAA Proceeding or (y) prevent any entity from seeking relief from the Canadian Court in the CCAA Proceeding or this Court in these Chapter 15 Cases, as applicable, for relief from the injunctions contained in the Order.

6. To the extent authorized under the Amended Initial Order, the Court recognizes, on a provisional basis, that during the Stay Period, as defined in the Amended Initial Order and except

as permitted under subsection 11.03(2) of the CCAA, no Proceeding, as defined in the Amended Initial Order, may be commenced or continued against any former, present or future director or officer of the Debtors, as defined in the Amended Initial Order, nor against any person deemed to be a director or an officer of the Debtors under subsection 11.03(3) of the CCAA (each, a “Director”, and collectively, the “Directors”) in respect of any claim against such Director which arose prior to September 18, 2020, and which relates to any obligation of the Debtors where it is alleged that any of the Directors are liable under any law in such capacity for the payment of such obligation.

7. Notwithstanding anything to the contrary contained herein, this Order shall not be construed as (a) enjoining the police or regulatory act of a governmental unit, including a criminal action or proceeding, to the extent not stayed pursuant to section 362 of the Bankruptcy Code or (b) staying the exercise of any rights that section 362(o) of the Bankruptcy Code does not allow to be stayed.

8. To the extent provided in the Amended Initial Order, and based on the finding therein and to promote cooperation between jurisdictions in cross-border insolvencies, the Debtors are hereby authorized to execute and deliver such term sheets, credit agreements, mortgages, charges, hypothecs and security documents, guarantees, and other definitive documents as are contemplated by the DIP Facility (collectively, the “DIP Documents”) or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Debtors are hereby authorized to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the DIP Lender under and pursuant to the DIP Facility without any need for further approval from this Court.

9. To the extent authorized under the Amended Initial Order, the Court recognizes, on a provisional basis, the DIP Lender Charge, as defined in the Amended Initial Order, granted in the Amended Initial Order which applies to all of the Debtors' assets located in the United States, subject to the priorities, terms, and conditions of the Amended Initial Order, to secure current and future amounts outstanding under the DIP Facility.

10. This Order shall be sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of the liens granted to the DIP Lender in the Amended Initial Order without the necessity of filing or recording this Order or any financing statement, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction; provided that the Debtors are authorized to execute, and the administrative agent under the DIP Facility may file or record, any financing statements, mortgages, other instruments or any other DIP Document to further evidence the liens authorized, granted, and perfected hereby and by the Amended Initial Order.

11. Pursuant to sections 364(e), 1519(a)(3), 1521(a)(7), and 105(a) of the Bankruptcy Code, the validity of the indebtedness, and the priority of the liens authorized by the Amended Initial Order made enforceable in the United States by this Order, shall not be affected by any reversal or modification of this Order, on appeal or the entry of an order denying recognition of the CCAA Proceeding pursuant to section 1517 of the Bankruptcy Code.

12. No action, inaction or acquiescence by the DIP Lender, including, without limitation, funding the Debtors' ongoing operations under this Order, shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP Lender to a charge against the collateral pursuant to sections 506(c), 552(b) or 105(a) of the Bankruptcy Code. The DIP Lender

shall not be subject in any way whatsoever to the equitable doctrine of “marshaling” or any similar doctrine with respect to the collateral.

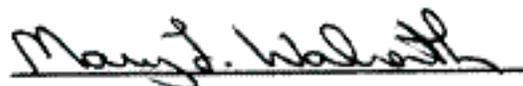
13. Effective on a provisional basis upon entry of this Order, to the extent precluded by or provided for under the Amended Initial Order, no person or entity shall be entitled, directly or indirectly, whether by operation of sections 506(c), 552(b) or 105 of the Bankruptcy Code or otherwise, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of any collateral or property after a breach under the DIP Facility, the DIP Documents, the Amended Initial Order or this Order.

14. The Foreign Representative, Debtors, and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or local rules of this Court.

15. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, but not limited to, Bankruptcy Rules 7062 and 1018, (i) this Order shall be effective immediately and enforceable upon its entry; (ii) the Foreign Representative and the DIP Lender are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order; and (iii) the Foreign Representative and the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

16. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: October 1st, 2020
Wilmington, Delaware



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

This is **Exhibit “D”** referred to in the
affidavit of **JACQUES NADEAU**
sworn before me this
7th day of October, 2020



A Commissioner for taking affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

HEMATITE HOLDINGS INC., *et al.*,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 20-12387 (MFW)

Jointly Administered

Related Docket Nos.: 1, 3, 6, 10, 12

Objection Deadline: October 13, 2020 at 4:00 p.m. (ET)

Hearing Date: October 19, 2020 at 2:00 p.m. (ET)

**NOTICE OF FILING AND HEARING ON VERIFIED PETITION
OF FOREIGN MAIN PROCEEDING AND RELATED RELIEF**

PLEASE TAKE NOTICE that on September 22, 2020, Hematite Holdings Inc., in its capacity as the Canadian Court-appointed and authorized foreign representative (the “Foreign Representative”) for the above-captioned debtors (collectively, the “Debtors”) in a reorganization proceeding (the “CCAA Proceeding”) commenced under Canada’s Companies’ Creditors Arrangement Act (the “CCAA”) pending before the Ontario Superior Court of Justice (Commercial List) (Court File No. CV-20-00647824-00CL) in Ontario, Canada, by the Foreign Representative’s undersigned United States counsel, filed an *Official Form Petition* for each of the Debtors, the *Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Initial Order and Amended Initial Order, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* [Docket No. 3], and the *Motion of Hematite Holdings Inc., as Foreign Representative, For an Order Granting Certain Provisional Relief* [Docket No. 6] (together with all exhibits, declarations and other documents appended thereto or filed in connection therewith, the “Petitions for Recognition”) commencing chapter 15 cases ancillary to the CCAA Proceeding and seeking (i) recognition of such foreign proceeding as “foreign main proceeding” and (ii) relief in aid of the CCAA Proceeding in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) with respect to the Debtors, including certain additional relief pursuant to sections 105, 362, 363, 365, 1507, and 1521 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on September 23, 2020, the Bankruptcy Court entered the *Order Granting Provisional Relief* [Docket No. 10] (the “Provisional Relief Order”), granting certain provisional relief pursuant to sections 105(a), 362, 363, 364(e), 365(e), 1517, 1519, and 1521 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, pursuant to the *Order Scheduling Hearing on Verified Chapter 15 Petition and Specifying Form and Manner of Notice of Hearing* [Docket No. 12] (the “Scheduling Order”), the Bankruptcy Court has scheduled a hearing on **October 19, 2020 at 2:00 p.m. (prevailing Eastern Time)** (the “Hearing”) before the Honorable Mary F. Walrath, United States

¹ The U.S. Debtors in these chapter 15 cases and the last four digits of their U.S. Federal Employer Identification Numbers are as follows: Pavaco Holdings U.S. Inc. (5569); Hematite, Inc. (3799); and Hematite Automotive Products Inc. (5382). The Canadian Debtors in these chapter 15 cases and the last four digits of their unique identifier are as follows: Hematite Holdings Inc. (8581); Hematite Manufacturing Inc. (4900); Hematite Industrial Products Inc. (7706); and Canadian Pavaco Inc. (5315). The U.S. Debtors and the Canadian Debtors are referred to herein, collectively, as the “Debtors.” The Debtors’ principal offices are located at 659 Speedvale Avenue West, Guelph, Ontario, N1K 1E6, Canada.

Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 5th Floor, Courtroom #4, Wilmington, Delaware 19801, United States of America.

PLEASE TAKE FURTHER NOTICE that any response or objection to the relief requested in the Petitions for Recognition must be (i) in writing describing the basis therefor; (ii) filed with the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, United States of America, **on or before October 13, 2020 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”); and (iii) served upon Womble Bond Dickinson (US) LLP, 1313 N. Market Street, Suite 1200, Wilmington, Delaware 19801, United States of America (Attention: Matthew P. Ward, Esq., matthew.ward@wbd-us.com; Morgan L. Patterson, Esq., morgan.patterson@wbd-us.com; and Todd A. Atkinson, Esq., todd.atkinson@wbd-us.com), United States counsel to the Foreign Representative, on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that all parties in interest opposed to the Petitions for Recognition or the Foreign Representative’s request for relief must appear at the Hearing at the time and place set forth above. Further, the Hearing may be adjourned from time to time without further notice other than an announcement in open court at the Hearing of the adjourned date or dates or any further adjourned hearing.

PLEASE TAKE FURTHER NOTICE that the Foreign Representative intends to raise issues pertaining to foreign law, specifically Canadian insolvency law including the CCAA, in connection with the Petitions for Recognition: (i) recognizing the CCAA Proceeding as a foreign main proceeding pursuant to chapter 15 of the Bankruptcy Code and the Foreign Representative as the Debtors’ foreign representative under Bankruptcy Code sections 1509 and 1517; (ii) granting automatic relief pursuant to Bankruptcy Code section 1520; and (iii) granting other and additional relief pursuant to Bankruptcy Code sections 1507 and 1521(a) and (b).

PLEASE TAKE FURTHER NOTICE that if no response or objection is timely filed and served as provided above, the Bankruptcy Court may grant the recognition and relief requested by the Foreign Representative without further notice. Copies of the Petitions for Recognition, the Provisional Relief Order and the Scheduling Order may be obtained for a fee by visiting the Bankruptcy Court’s website at <https://www.deb.uscourts.gov/>, or free of charge by contacting the undersigned United States counsel to the Foreign Representative.

Dated: September 24, 2020
Wilmington, Delaware

WOMBLE BOND DICKINSON (US) LLP

/s/ Todd A. Atkinson

Matthew P. Ward (Del. Bar No. 4471)
Morgan L. Patterson (Del. Bar No. 5388)
Todd A. Atkinson (Del. Bar No. 4825)
1313 N. Market Street, Suite 1200
Wilmington, Delaware 19801
Telephone: (302) 252-4320
Facsimile: (302) 252-4330
Email: matthew.ward@wbd-us.com
morgan.patterson@wbd-us.com
todd.atkinson@wbd-us.com

*Counsel for Hematite Holdings Inc.,
in its capacity as Foreign Representative*

This is **Exhibit “E”** referred to in the
affidavit of **JACQUES NADEAU**
sworn before me this
7th day of October, 2020



A Commissioner for taking affidavits

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

HEMATITE HOLDINGS INC., *et al.*,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 20-12387 (MFW)

Jointly Administered

LIST FILED PURSUANT TO BANKRUPTCY RULE 1007(a)(4)

Hematite Holdings Inc., in its capacity as the Canadian Court-appointed and authorized foreign representative (the “Foreign Representative”) for the above-captioned debtors (collectively, the “Debtors”) which are the subjects of a reorganization proceeding (the “CCAA Proceeding”) commenced before the Ontario Superior Court Of Justice (Commercial List) in Canada under Canada’s *Companies’ Creditors Arrangement Act*, hereby files this list pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and states as follows:

1. Parties Authorized to Administer Foreign Proceedings of the Debtors:

Hematite Holdings Inc. is the duly authorized foreign representative for Hematite Holdings Inc., Hematite Manufacturing Inc., Hematite Industrial Products Inc., Canadian Pavaco Inc., Pavaco Holdings U.S. Inc., Hematite, Inc., and Hematite Automotive Products Inc. in the CCAA Proceeding in the Canadian Court. The Foreign Representative believes that, other than the CCAA Proceeding and these chapter 15 cases, there are no foreign proceedings pending with respect to any of the Debtors. The names and addresses of the persons or bodies authorized in the CCAA Proceeding are as follows:

Hematite Holdings Inc., as Foreign Representative
659 Speedvale Avenue West
Guelph, Ontario N1K 1E6
Canada

¹ The U.S. Debtors in these chapter 15 cases and the last four digits of their U.S. Federal Employer Identification Numbers are as follows: Pavaco Holdings U.S. Inc. (5569); Hematite, Inc. (3799); and Hematite Automotive Products Inc. (5382). The Canadian Debtors in these chapter 15 cases and the last four digits of their unique identifier are as follows: Hematite Holdings Inc. (8581); Hematite Manufacturing Inc. (4900); Hematite Industrial Products Inc. (7706); and Canadian Pavaco Inc. (5315). The U.S. Debtors and the Canadian Debtors are referred to herein, collectively, as the “Debtors.” The Debtors’ principal offices are located at 659 Speedvale Avenue West, Guelph, Ontario, N1K 1E6, Canada.

KPMG Inc., as Monitor
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, Ontario M5H 2S5
Canada

2. Litigation Parties in the United States:

The Foreign Representative is not currently aware of any litigation pending against the Debtors in the United States.

3. Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519:

A list of entities against whom provisional relief is sought is attached hereto. The Foreign Representative also seeks provisional relief against plaintiffs and other parties in the aforesaid civil actions, if any, and protection of the Debtors' property and assets within the territorial jurisdiction of the United States.

Dated: September 24, 2020
Wilmington, Delaware

WOMBLE BOND DICKINSON (US) LLP

/s/ Todd A. Atkinson

Matthew P. Ward (Del. Bar No. 4471)
Morgan L. Patterson (Del. Bar No. 5388)
Todd A. Atkinson (Del. Bar No. 4825)
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morgan.patterson@wbd-us.com
todd.atkinson@wbd-us.com

*Counsel for Hematite Holdings Inc.,
in its capacity as Foreign Representative*

In re Hematite Holdings, Inc., et al. - Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

Party Name	Address	City	State/Prov.	Postal Code	Country
1238579 ONT INC.	659 SPEEDVALE AVENUE WEST	GUELPH	ON	N1K 1E6	CANADA
2107931 ONTARIO INC.	232 B WOOLWICH ST.S.,	BRESLAU	ON	N0B 1M0	CANADA
2174770 ONTARIO LTD.					
2660227 ONTARIO INC.	P.O. BOX 28005	BRANTFORD	ON	N3R 7X5	CANADA
9982698 CANADA LIMITED	335 MAIN STREET EAST P.O. BOX 566	MERRICKVILLE	ON	K0G 1N0	CANADA
A.V. GAUGE & FIXTURE INC.	4000 DELDUCA DRIVE	OLDCASTLE	ON	NOR 1L0	CANADA
A.W. CHESTERTON COMPANY LTD.	889 FRASER DRIVE, UNIT 105	BURLINGTON	ON	L7L 4X8	CANADA
ABATE ENERGY GROUP INC.	1057 DOVERCOURT AVE.	BURLINGTON	ON	L7T 3C4	CANADA
ACCOUNTEMPS	P.O.BOX 57349/C.P. 57349 FILE T57349C STATION A	TORONTO	ON	M5W 5M5	CANADA
ACCU-SHAPE DIE CUTTING INC	4050 MARKET PLACE DRIVE	FLINT	MI	48507-3203	UNITED STATES
ACTIVE TOWING	1764 VICTORIA STREET NORTH	KITCHENER	ON	N2B3E5	CANADA
ADVANCED ENGINEERING SOLUTIONS,INC.	250 ADVANCED DRIVE	SPRINGBORO	OH	45066	UNITED STATES
ADVANCED INTERIOR SOLUTIONS, INC.	240 ADVANCED DRIVE	SPRINGBORO	OH	45066	UNITED STATES
ADVANCED SERVO TECHNOLOGIES INC	6 AUTOMATIC ROAD	BRAMPTON	ON	L6S 5N3	CANADA
ADVANCED TECHNOLOGIES SERVICE BUREAU	44978 FORD ROAD STE D	CANTON	MI	48187	UNITED STATES
AIAG	26200 LAHSER ROAD	SOUTHFIELD	MI	48033	UNITED STATES
AIRBOSS RUBBER COMPOUNDING	101 GLASGOW STREET	KITCHENER	ON	N2G 4X8	CANADA
AIRGAS USA, LLC	2400 SANDRIDGE DRIVE	MORAIN	OH	45439	UNITED STATES
ALLSCAPES	38 ARGYLE DRIVE	GUELPH	ON	N1G 2P2	CANADA
ALRO STEEL CORPORATION	821 SPRINGFIELD STREET	DAYTON	OH	45403	UNITED STATES
ALS CANADA LTD.	60 NORTHLAND ROAD	WATERLOO	ON	N2V 2B8	CANADA
ANSWER PRECISION	146 OTONABEE DRIVE	KITCHENER	ON	N2C 1L6	CANADA
APACHE PLASTICS	4081 FAIRVIEW ST.	BURLINGTON	ON	L7L 2A4	CANADA
APPLIED INDUSTRIAL TECHNOLOGIES	337 SOVEREIGN ROAD	LONDON	ON	N6M 1A6	CANADA
APPLIFAST TOOL & FASTENER SYSTEMS	251 CREE CRESCENT	WINNIPEG	MB	R3J 3X4	UNITED STATES
AR SERVICES	104 - 155 MAIN ST. E. SUITE 215	GRIMSBY	ON	L3M 1P2	CANADA
ARGENT INTERNATIONAL, INC.	41016 CONCEPT DRIVE	PLYMOUTH	MI	48170	UNITED STATES
ASACERT	76 KING STREET	MANCHESTER	ENGLAND	M2 5NH	UK
ASHLEY NICOLE HUFF	19630 LAKEWORTH ST	ROSEVILLE	MI	48066	UNITED STATES
AXIS TOOL & GAUGE INC.	664 BISHIP STREET	CAMBRIDGE	ON	N3H 4V6	CANADA
AZTEC ELECTRICAL SUPPLY	75 SALTSMAN DRIVE, UNIT 6 & 7	CAMBRIDGE	ON	N3H 4R7	CANADA
BARRYSTAFF INC	230 WEBSTER ST	DAYTON	OH	45402	UNITED STATES
BEATTIES BASICS OFFICE SUPPLIES	399 VANSICKLE ROAD PO BOX 30065 RPO RIDLEY SQUARE	ST. CATHERINES	ON	L2S 4A1	CANADA
BECKER ELECTRIC SUPPLY CO	1341 EAST FOURTH STREET	DAYTON	OH	45402	UNITED STATES
BELL CANADA	CUSTOMER PAYMENT CENTRE P.O. BOX 3650 STATION DON MILLS	TORONTO	ON	M3C 3X9	CANADA
BELLAMY CONSTRUCTION LTD	100 ARROW ROAD	GUELPH	ON	N1K 1T4	CANADA
BELLAMY CONSTRUCTION LTD.	100 ARROW ROAD	GUELPH	ON	N1K 1T4	CANADA
BERT AND SON'S CARTAGE LIMITED	31 EWART AVENUE	BRANTFORD	ON	N3T 5M1	CANADA
BLUEWATER HEATER	2220 OLYMPIA DRIVE UNIT #1	OLDCASTLE	ON	NOR 1L0	CANADA
BOLTS PLUS INC.	8800 GEORGE BOLTON PARKWAY	BOLTON	ON	L7E 2Y4	CANADA
BOONE RESTORATION, INC.	650 HARCO DRIVE	CLAYTON	OH	45315	UNITED STATES
BOOT COUNTRY	1179 US ROUTE 50	MILFORD	OH	45150	UNITED STATES
BRANT CUSTOM MACHINING LTD.	16 SAGE COURT	BRANTFORD	ON	N3R 7T4	CANADA
BRANTFORD GOLF & COUNTRY CLUB	60 AVA ROAD	BRANTFORD	ON	N3T 5R7	CANADA
BRANTFORD HYDRAULICS INCORPORATED	41 EMPEY STREET	BRANTFORD	ON	N3S 7P9	CANADA
BRECHBUHLER SCALES INC.	7550 JACKS LANE	DAYTON	OH	45315	UNITED STATES
BROWN MACHINE LLC	330 NORTH ROSS STREET, P.O. BOX 434	BEAVERTON	MI	48612-0434	UNITED STATES
BSI GROUP AMERICA INC.	12950 WORLDGATE DRIVE SUITE 800	HERNDON	VA	20170	UNITED STATES
BSI GROUP CANADA INC.	6205 AIRPORT ROAD,SUITE 102	MISSISSAUGA	ON	L4V 1E1	CANADA
BUSCH VACUUM TECHNICS INC	7385 EAST DANBRO CRESCENT	MISSISSAUGA	ON	L5N 6P8	CANADA
BUSINESS DEVELOPMENT BANK OF CANADA	5, PLACE VILLE MARIE, GROUND FLOOR	MONTREAL	QC	H3B 5E7	CANADA
BUSINESS EQUIPMENT COMPANY	3783 WEST NATIONAL ROAD PO BOX 1385	SPRINGFIELD	OH	45501	UNITED STATES
BUTZEL LONG	SUITE 100 150 WEST JEFFERSON	DETROIT	MI	48226	UNITED STATES
C.H. ROBINSON CARTAGE CO.	136 N. DELWARE STREET SUITE 300	INDIANAPOLIS	IN	46204	UNITED STATES
CAMBRIDGE FREIGHTLINES LTD.	690 FOUNTAIN STREET NORTH	CAMBRIDGE	ON	N3H 0A2	CANADA
CANADA CARTAGE DIVERSIFIED ULC	1115 CARDIFF BLVD.	MISSISSAUGA	ON	L5S 1L8	CANADA

In re Hematite Holdings, Inc., et al. - Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

Party Name	Address	City	State/Prov.	Postal Code	Country
CANADA RUBBER GROUP INC.	405 LAKE ROAD, UNIT 3	BOWMANVILLE	ON	L1C 4P8	CANADA
CANADIAN SECURITY CONCEPTS INC	696 WHARNCLIFFE ROAD SOUTH UNIT #3	LONDON	ON	N6J 2N4	CANADA
CANADIAN TRAFFIC SERVICES	1785 ARGENTIA ROAD	MISSISSAUGA	ON	L5N 3A2	CANADA
CARR INDUSTRIAL INC.	493 ELGIN STREET, UNITS 1 & 2	BRANTFORD	ON	N3S 7X3	CANADA
CARVER NON-WOVEN	706 EAST DEPOT STREET	FREMONT	IN	46737	UNITED STATES
CASCADES CONTAINERBOARD PACKAGING	A DIVISION OF CASCADES ULC 670 SOUTHGATE DR. P.O. BOX 1506	GUELPH	ON	N1H 6N9	CANADA
CASCADES CONTAINERBOARD PACKAGING - BIRD	PO BOX 1506 670 SOUTHGATE DRIVE	GUELPH	ON	N1H 6N9	CANADA
CBT COMPANY	7152 SOLUTION CENTER	CHICAGO	IL	600677-700	UNITED STATES
CDW	200 NORTH MILWAUKEE AVENUE	VERNON HILLS	IL	60061	UNITED STATES
CDW CANADA	20 CARLSON COURT	ETOBICOKE	ON	M9W 7K6	CANADA
CER CAD ENGINEERING RESOURCES INC.	6100 AUBURN ROAD	SHELBY TOWNSHIP	MI	48317	UNITED STATES
CHAMBER OF COMMERCE BRANTFORD BRANT	77 CHARLOTTE STREET	BRANTFORD	ON	N3T 2W8	CANADA
CHARDON LABORATORIES	7300 TUSSING RD	REYNOLDSBURG	OH	43068	UNITED STATES
CHECKERS CLEANING SUPPLY	2371 SCANLAN STREET	LONDON	ON	N5W 6G9	CANADA
CHEM AQUA	253 ORENDA RD.,	BRAMPTON	ON	L6T 1E6	CANADA
CHEM-AQUA	253 ORENDA RD	BRAMPTON	ON	L6T 1E6	CANADA
CHERNOS FLAHERTY SVONKIN LLP	220 BAY STREET SUITE 700	TORONTO	ON	M5J 2W4	CANADA
CHILLERS INC.	1228 GORHAM STREET, UNIT 11	NEWMARKET	ON	L3Y 8Z1	CANADA
CINTAS	DEPT. 400004 P.O. BOX 4372 STN A	TORONTO	ON	M5W 0J2	CANADA
CINTAS CANADA LIMITED	125 BOXWOOD DRIVE	CAMBRIDGE	ON	N3E 0A7	CANADA
CINTAS CANADA LTD	DEPT. 400004 PO BOX 4372 STN A	TORONTO	ON	M5W 0J2	CANADA
CINTAS CORPORATION	903 BRANDT STREET	DAYTON	OH	45404	UNITED STATES
CINTAS UNIFORMS	850 CENTER DRIVE	VANDALIA	OH	45377	UNITED STATES
CITRON HYGIENE LP	15 CHARTERHOUSE CRESCENT	LONDON	ON	N5W 5V3	CANADA
CITY ELECTRIC SUPPLY	31 ADAMS BLVD	BRANTFORD	ON	N3S 7V8	CANADA
CLARK GAS COMPANY, INC.	4525 PARKWAY DRIVE	FLORENCE	AL	35630	UNITED STATES
CLE CAPITAL	3390 SOUTH SERVICE ROAD, SUITE 301	BURLINGTON	ON	L7N 3J5	CANADA
COAST CAPTIAL EQUIPMENT FINANCE LTD.	500-4180 LOUGHEED HWY	BURNABY	BC	V5C 6A7	CANADA
COMMPORT COMMUNICATIONS INTL INC	5 SCANLONG COURT	AURORA	ON	L4G 7B2	CANADA
COMOLDCO CORPORATION	137 ARROW ROAD	GUELPH	ON	N1K 1S8	CANADA
COMPOSITES CANADA	1100 MEYERSIDE DRIVE	MISSISSAUGA	ON	L5T 1J4	CANADA
CONCENTRA	BOX 3030-2055 ALBERT STREET	REGINA	SK	S4P 3G8	CANADA
CONCENTRA BANK C/O COMM LEASING	BOX 3030	REGINA	SK	S4P 3G8	CANADA
CONNECT CONVEYOR BELTING INC.	405 INDUSTRIAL DRIVE, UNIT 3-8	MILTON	ON	L9T 5B1	CANADA
COOPER STANDARD AUTOMOTIVE	341 ERIE STREET	STRATFORD	ON	N5A 2N3	CANADA
COVERT MANUFACTURING, INC.	328 SOUTH EAST	ST. GALION	OH	44833	UNITED STATES
CRAWFORD PACKAGING	295 FROBISHER DRIVE	WATERLOO	ON	N2V 2G4	CANADA
CROWN LIFT TRUCKS	210 ANNAGEM BLVD.,	MISSISSAUGA	ON	L5T 2V5	CANADA
CWB NATIONAL LEASING INC.	1525 BUFFALO PLACE	WINNIPEG	MB	R3T 1L9	CANADA
CYAN VISUALS	62 PLANT FARM BLVD. #1	BRANTFORD	ON	N3S 7W3	CANADA
DAYTON PROGRESS CANADA LTD.	861 ROWNTREE DAIRY ROAD	WOODBIDGE	ON	L4L 5W3	CANADA
DE LAGE	8001 BIRCHWOOD COURT P.O. BOX 2000	JOHNSON CITY	IA	50131-0020	UNITED STATES
DE LAGE LANDEN FINANCIAL SERVICES	PO BOX 41602	PHILADELPHIA	PA	19101-1602	UNITED STATES
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.	3450 SUPERIOR CT #1	OAKVILLE	ON	L6L 0C4	CANADA
DE LAGE LANDEN FINANCIAL SERVICES, INC.	1111 OLD EAGLE SCHOOL ROAD	WAYNE	PA	19087	UNITED STATES
DEERE & COMPANY	ONE JOHN DEERE PLACE	MOLINE	IL	61265	UNITED STATES
DELL CANADA INC.	P.O. BOX 8440	TORONTO	ON	M5W 3P1	CANADA
DELL FINANCIAL	PO BOX 8751, STATION A	TORONTO	ON	M5W 3C2	CANADA
DELL FINANCIAL SERVICES	PO BOX 81577	AUSTIN	TX	78708-1577	UNITED STATES
DELL INC.	ONE DELL WAY MAIL STOP 8129	ROUND ROCK	TX	78682	UNITED STATES
DELTA PRODUCTS GROUP	1655 EASTWOOD DRIVE	AUROR	IL	60506	UNITED STATES
DeRUIJTER INTERNATIONAL USA, INC.	120 HARVEST DRIVE P.O. BOX 90	COLDWATER	OH	45828	UNITED STATES
DLL FINANCIAL SOLUTIONS	3450 SUPERIOR COURT	OAKVILLE	ON	L6L 0C4	CANADA
DMYTROW, TANYA	6530 TUSCANO OAKS DR	LASALLE	ON	N9J 0B6	CANADA
DNA CONSULTANTS	146 WENDOVER DRIVE	HAMILTON	ON	L9C 5X5	CANADA
DOCK PRODUCTS CANADA INC.	600 ORWELL STREET, UNIT #6	MISSISSAUGA	ON	L5A 3R9	CANADA
DOCUMENT IMAGING PARTNERS	130 GODDARD CRES.	CAMBRIDGE	ON	N3E 0A9	CANADA

In re Hematite Holdings, Inc., et al. - Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

Party Name	Address	City	State/Prov.	Postal Code	Country
DOWNEY, SHERRI	56 SKY ACRES DRIVE	BRANTFORD	ON	N3R 1P5	CANADA
DT INDUSTRIALS, LLC	949 MCCORD RD	HOLLAND	OH	43528	UNITED STATES
DULUX PAINTS	19 SPEEDVALE AVENUE EAST	GUELPH	ON	N1H 1J2	CANADA
DUO ROBOTIC SOLUTIONS, INC.	50570 WING DRIVE	SHELBY TOWNSHIP	MI	48315	UNITED STATES
DYNAMIC ABRASIVES SALES INC.	36 EMPEY STREET UNIT #2	BRANTFORD	ON	N3S 7R2	CANADA
EARHART PROPANE	1496 LYTLE RD	TROY	OH	45373	UNITED STATES
EASY WAY CLEANING PRODUCTS	10 HOUSERS LANE	WOODSTOCK	ON	N4S 7V9	CANADA
EDPRO ENERGY GROUP	5 CUDDY BLVD.	LONDON	ON	N5V 3Y3	CANADA
EFC INTERNATIONAL	462 CAMDEN DRIVE	BLOOMINGDALE	IL	60108	UNITED STATES
ELECTROMART	381 ELMIRA ROAD UNIT 6	GUELPH	ON	N1K 1H3	CANADA
ELLSWORTH ADHESIVES CANADA CORPORATION	560 ARVIN AVENUE SUITE 5	STONEY CREEK	ON	L8E 5P1	CANADA
EMCO CORPORATION	60 TAGGART ST.	GUELPH	ON	N1L 1M5	CANADA
EMHART TEKNOLOGIES LLC	PO BOX 360101	PITTSBURGH	PA	15251-6101	UNITED STATES
ENBRIDGE GAS INC.	P.O. BOX 2001 50 KEIL DRIVE NORTH	CHATHAM	ON	N7M 5M1	CANADA
ENERGY SOURCE NATURAL GAS	1-415 MICHENER ROAD	GUELPH	ON	N1K 1E8	CANADA
ENGS COMMERCIAL FINANCE CO.	ONE PIERCE PLACE SUITE 1100 WEST	ITASCA	IL	60143	UNITED STATES
ENGS FINANCIAL	ONE PIERCE PLACE SUITE 1100 WEST	ITASCA	IL	60143	UNITED STATES
ENTERPRISE BRANT	330 WEST ST	BRANTFORD	ON	N3R 7V5	CANADA
EQUITABLE LIFE OF CANADA	ONE WESTMOUNT RD. NORTH	WATERLOO	ON	N2J 4C7	CANADA
ETSM TECHNICAL SERVICES LTD.	407 SILVERCREEK PKWY NORTH	GUELPH	ON	N1H 8G8	CANADA
EVANS INDUSTRIAL	185 CURTIS DRIVE	GUELPH	ON	N1K 1S9	CANADA
EVERWORKS INC.	354 MACNAB STREET	DUNDAS	ON	L9H 2L2	CANADA
EXCELLENCE IN MANUFACTURING	CONSORTIUM	OWEN SOUND	ON	N4K 5P7	CANADA
EXPRESS MOBILE STORAGE SOLUTIONS LTD.	7347 KIMBEL ST. 2ND FLOOR	MISSISSAUGA	ON	L4T 3M6	CANADA
FABRIWELD CORPORATION	360 EASTPARK DRIVE	NORWALK	OH	44857	UNITED STATES
FASTENAL	403 HENRY STREET	BRANTFORD	ON	N3S 7V6	CANADA
FASTENAL CANADA	15 COPE COURT	GUELPH	ON	N1K 0A4	CANADA
FEDERAL EXPRESS CANADA	PO BOX 4626 TORONTO STN A	TORONTO	ON	M5W 5B4	CANADA
FORD MOTOR COMPANY	ONE AMERICAN ROAD	DEARBORN	MI	48126	UNITED STATES
FEDEX	PO BOX 371461	PITTSBURGH	PA	15250-7461	UNITED STATES
FEDEX EXPRESS	P.O. BOX 4626 STATION A	TORONTO	ON	M5W 5B4	CANADA
FERGUSON	2735 KEARNS AVENUE	DAYTON	OH	45414-5547	UNITED STATES
FIFTH THIRD BANK	PO BOX 5089	EVANSVILLE	IL	47716	UNITED STATES
FLAMBEAU INC.	801 LYNN AVENUE	BARABOO	WI	53913-2795	UNITED STATES
FLEISCHAUER BROTHERS	LANDSCAPING LTD. 60 WOOLWICH STREET SOUTH P.O. BOX 98	BRESLAU	ON	NOB 1M0	CANADA
FLEXPIPE INC.	2800 SKYMARK AVENUE SUITE 203	MISSISSAUGA	ON	L4W 5A7	CANADA
FLITELINE SERVICES	4-4881 FOUNTAIN ST. N. WATERLOO INTERNATIONAL AIRPORT	BRESLAU	ON	NOB 1M0	CANADA
FOREST CITY FIRE PROTECTION AND SECURITY	55 FLEMING DR., UNIT 1	CAMBRIDGE	ON	N1T 2A9	CANADA
FRANKLIN EMPIRE INC	121 WASHBURN DRIVE	KITCHENER	ON	N2R 1S1	CANADA
FRID + RUSSELL BUSINESS PRODUCTS	1805 IRONSTONE DRIVE	BURLINGTON	ON	L7L 5T8	CANADA
GATA INDUSTRIAL SERVICES INC.	P.O. BOX 29056	CAMBRIDGE	ON	N3C 0E6	CANADA
GENERAL DATA COMPANY INC.	4354 FERGUSON DRIVE	CINCINNATI	OH	45245	UNITED STATES
GERRIE - VISA	31 ARROW ROAD	GUELPH	ON	N1K 1S8	CANADA
GILBERT-MCEACHERN ELECTRIC	106 ALICE STREET	BRANTFORD	ON	N3W 5B7	CANADA
GISSING NORTH AMERICA LLC	125 ALLIED ROAD	AUBURN	ME	4211	UNITED STATES
GLOBAL SQ	431 E. COLFAX AVE., SUITE 100	SOUTH BEND	IN	46617	UNITED STATES
GO GLASS AND ACCESSORIES	660 IMPERIAL ROAD	GUELPH	ON	N1H 7M3	CANADA
GRACIOUS LIVING	7200 MARTIN GROVE ROAD	WOODBIDGE	ON	L4L 9J3	CANADA
GRAINGER	2321 NEEDMORE ROAD	DAYTON	OH	45414	UNITED STATES
GRAND RIVER SALES	P.O. BOX 570	GUELPH	ON	N1H 6L2	CANADA
GRAYBAR CANADA	130 HAYWARD AVE.	KITCHENER	ON	N2G 4E8	CANADA
GRAYBAR ELECTRIC	130 HAYWARD AVE P.O BOX 1000, POSTAL STN C	KITCHENER	ON	N2G 4E8	CANADA
GREAT AMERICA FINANCIAL SERVICES	PO BOX 660831	DALLAS	TX	75266-0831	UNITED STATES
GRIFFIN MECHANICAL INC.	27 MONARCH ROAD UNIT 1B	GUELPH	ON	N1K 1N4	CANADA
GUELPH AUTO PARTS	354 ELIZABETH STREET	GUELPH	ON	N1E 2X7	CANADA
GUELPH HYDRO	395 SOUTHGATE DRIVE	GUELPH	ON	N1G 4Y1	CANADA
HANWHWA AZDEL INC	P.O. BOX 751495	CHARLOTTE	NC	28275-1495	UNITED STATES

In re Hematite Holdings, Inc., et al. - Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

Party Name	Address	City	State/Prov.	Postal Code	Country
HAWK PLASTICS LTD.	5295 BURKE DRIVE	WINDSOR	ON	N9A 6J3	CANADA
HEMATITE	551 IMPERIAL RD. NORTH	GUELPH	ON	N1H 7M2	CANADA
HEMATITE AUTOMOTIVE PRODUCTS	37450 SCHOOLCRAFT ROAD, SUITE 140	LIVONIA	OH	48150	UNITED STATES
HEMATITE AUTOMOTIVE PRODUCTS INC.	37450 SCHOOLCRAFT ROAD	MICHIGAN	OH	48150	UNITED STATES
HEMATITE INDUSTRIAL PRODUCTS INC.	511 IMPERIAL RD. NORTH	GUELPH	ON	N1H 7M2	CANADA
HEMATITE MANUFACTURING	46 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W3	CANADA
HEMATITE MANUFACTURING INC	46 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W3	CANADA
HEMATITE MANUFACTURING INC.	46 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W3	CANADA
HEMATITE RE 1	551 IMPERIAL RD. NORTH	GUELPH	ON	N1H 7M2	CANADA
HENSEN HOLDINGS INC.	55 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W2	CANADA
HICKS MORLEY HAMILTON STEWART STORIE LLP	TORONTO-DOMINION TOWER,30TH FLOOR	TORONTO	ON	M5K 1K8	CANADA
HONDA CANADA FINANCE INC.	180 HONDA BLVD	MARKHAM	ON	L6C 0H9	CANADA
HONDA FINANCIAL SERVICES	180 HONDA BLVD., SUITE 200	MARKHAM	ON	L6C 0H9	CANADA
HSBC	222 SPADINA AVE	TORONTO	ON	M5T 2C2	CANADA
HSBC	PIERRE PAQUIN 2001 AVENUE MCGILL	MONTREAL	QC	H3A 1G1	CANADA
HSBC BANK CANADA	300-2001 MCGILL COLLEGE AVENUE	MONTREAL	QC	H3A 1G1	CANADA
HUNTER STEEL	107 ARROW ROAD	GUELPH	ON	N1K 1S8	CANADA
HUPMANS LAWN CARE	5678 US-ROUTE 36	GREENVILLE	OH	45331	UNITED STATES
I SUPPLY	1255 SPANGLER ROAD PO BOX 1739	FAIRBORN	OH	45324	UNITED STATES
I-CUBED INDUSTRY INNOVATORS INC.	999 BARTON STREET	STONEY CREEK	ON	L8E 5H4	CANADA
ID TECHNOLOGY	P.O BOX 8774, STN A	TORONTO	ON	M5W 3C2	CANADA
IMPERIAL COFFEE AND SERVICES INC.	4105 BLAKIE ROAD	LONDON	ON	N6L 1P6	CANADA
IMS TECHNOLOGY AND SECURITY	2710 DRYDEN ROAD	MORAIN	OH	45439	UNITED STATES
INDRATECH	1212 EAST MAPLE ROAD	TROY	MI	48083	UNITED STATES
INJECTION TECHNOLOGIES INC.	4350 INDUSTRIAL DRIVE	WINDSOR	ON	N9C 3R8	CANADA
INTERMEC TECHNOLOGIES CANADA LTD.	CANADA LTD.	MISSISSAUGA	ON	L5S 1M2	CANADA
INTERNAL REVENUE SERVICE	P.O. BOX 7346	PHILADELPHIA	PA	19101-7346	UNITED STATES
INTERNATIONAL FIRE PROTECTION, INC.	243 ROYAL DR.	MADISON	AL	35758	UNITED STATES
INTERWEIGH SYSTEMS INC.	51 BENTLEY STREET	MARKHAM	ON	L3R 3L1	CANADA
J.C.A FOOD SERVICES	2 MCCLUNG ROAD	CALEDONIA	ON	N3W 1E3	CANADA
J-COM EDI SERVICES	3660 BESSEMER ROAD, SUITE 100	MOUNT PLEASANT	SC	29466	UNITED STATES
JMS INCORPORATED	1010 PRODUCTIONS COURT	HOLLAND	MI	49423	UNITED STATES
JOBSOHIO	41 S HIGH ST UNIT 1500	COLUMBUS	OH	43215	UNITED STATES
JOHN DEERE	6400 NW 86TH STREET, P.O. BOX 6600	JOHNSON CITY	IW	50131-6600	UNITED STATES
K. BLAIR SAFETY CONSULTING INC.	92 HARRISBURG ROAD RR#1	PARIS	ON	N3L 3E1	CANADA
K.H. & A. PRINTING INC.	355 ELMIRA ROAD N UNIT # 121	GUELPH	ON	N1K 1S5	CANADA
KAMMERER SALES CO	3949 RED BANK ROAD	CINCINNATI	OH	45227	UNITED STATES
KELLY SERVICES (CANADA) LTD	PO BOX 9488	TORONTO	ON	M5W 4E1	CANADA
KENDALL ELECTRIC INC	5101 SOUTH SPRINKLE RD.	PORTAGE	MI	49002	UNITED STATES
KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA	1000 SOUTH MCCASLIN BOULEVARD	SUPERIOR	CO	80027	UNITED STATES
KEYN BANK	88 E. BROAD	ST.COLUMBUS	OH	43215	UNITED STATES
KH&A PRINTING INC.	355 ELMIRA ROAD N. UNIT 121	GUELPH	ON	N1K 1S5	CANADA
KIRKLAND'S PEST CONTROL	2720 HUNTSVILLE HWY	FAYETTEVILLE	TN	37334	UNITED STATES
KNAUF INSULATION	1 KNAUF DRIVE	SHELBYVILLE	IN	46176	UNITED STATES
KOLANO AND SAHA ENGINEERS	3559 SASHABAW ROAD	WATERFORD	MI	48329-2656	UNITED STATES
KW WHEELS	180 HONDA BLVD., SUITE 200	MARKHAM	ON	L6C 0H9	CANADA
LABEL SOLUTIONS INC	17 SCARBOROUGH HEIGHTS BLVD.	TORONTO	ON	M1M 2V3	CANADA
LAKESHORE FIXTURE & GAUGE	8025 ANCHOR DRIVE	WINDSOR	ON	N8N 5B7	CANADA
LARSON INC.	55 DAVIS STREET	GULEPH	ON	N1E 0C8	CANADA
LEXUS FINANCIAL SERVICES	80 MICRO COURT, SUITE 200	MARKHAM	ON	L3R 9Z5	CANADA
LIFTWAY LIMITED	PO BOX 457, 479	BRANTFORD	ON	N3T5N9	CANADA
LOOSE PLASTICS	1016 EAST 1ST STREET	GLADWIN	MI	48624	UNITED STATES
M&R ELECTRIC MOTOR SERVICE, INC.	1516 E. FIFTH ST.	DAYTON	OH	45403	UNITED STATES
MAAC MACHINERY CO. INC.	590 TOWER BOULEVARD	CAROL STREAM	IL	60188	UNITED STATES
MAJESTIC INDUSTRIES, LLC	15378 HALLMARK	MACOMB TOWNSHIP	MI	48042	UNITED STATES
MARVES INDUSTRIES	205 CLINE PARK DRIVE	HILDEBRAN	NC	28637	UNITED STATES
MATHARU, HARDIP	393 RIVERTRAIL AVENUE	KITCHENER	ON	N2A 0K2	CANADA

In re Hematite Holdings, Inc., et al. - Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

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MCCARTER GRESPLAN BEYNON WEIR LLP	675 RIVERBEND DRIVE	KITCHENER	ON	N2K 3S3	CANADA
MCDUGALL SIGNS & GRAPHICS INC	31 WEBER ST. N	WATERLOO	ON	N2J 3G5	CANADA
MCMMASTER-CARR	PO BOX 7690	CHICAGO	IL	60680-7690	UNITED STATES
MCMMASTER-CARR SUPPLY CO.	200 AURORA INDUSTRIAL PKWY.	AURORA	OH	44202	UNITED STATES
MH EQUIPMENT	3000 PRODUCTION COURT	DAYTON	OH	45414	UNITED STATES
MICHAEL BEAN TRADEMARKS	97 FREDERICK STREET	KITCHENER	ON	N2H 2L5	CANADA
MIDEAST MACHINERY MOVERS INC.	8155 ST. RT. 121 NORTH	NEW PARIS	OH	45347	UNITED STATES
MILLENNIUM CONTRACT SERVICES	P.O. BOX 41	GEORGETOWN	ON	L7G 4T1	CANADA
MILLIKEN AND COMPANY	24007 TELEGRAPH ROAD	SOUTHFIELD	MI	48034	UNITED STATES
MINTZ GLOBAL SCREENING INC	305 MLNER AVE.	SCARBOROUGH	ON	M1B 3V4	CANADA
MITSUBISHI CHEMICAL ADVANCED MATERIALS COMPOSITES, INC	760 WELCH ROAD	COMMERCER TWP.	MI	48390	UNITED STATES
MMI COMPANIES	1094 NAUGHTON	TROY	MI	48083	UNITED STATES
MODERN MACHINERY OF BEAVERTON, INC.	3031 GUERNSEY RD.	BEAVERTON	MI	48612	UNITED STATES
MONARCH CLEANING SOLUTIONS	48 WOODSLEE AVENUE UNIT #2	PARIS	ON	N3L 1J3	CANADA
MONARCH OIL (KITCHENER) LIMITED	2216 SHIRLEY DRIVE	KITCHENER	ON	N2B 3Y11	CANADA
MONROE GROUNDS MAINTENANCE	2785 S. COUNTY RD. 25A	TROY	OH	45373	UNITED STATES
MORNEAU SHEPELL	10 AVIVA WAY, 2ND FLOOR	MARKHAM	ON	L6G 0G1	CANADA
MOTION CANADA	GUELPH	GUELPH	ON	N1K 1B8	CANADA
MOUSER ELECTRONICS	P.O. BOX 99319	FORT WORTH	TX	76199-0319	UNITED STATES
MRM METROLOGY INC.	1 REGAN ROAD	BRAMPTON	ON	L7A 1B8	CANADA
NAHANNI STEEL PRODUCTS INC.	38 DEERHURST DRIVE	BRAMPTON	ON	L6T 5R8	CANADA
NATIONAL ENGINEERED FASTENERS INC.	1747 GREENHOUSE ROAD	BRESLAU	ON	N0B 1M0	CANADA
NATIONAL LEASING	1525 BUFFALO PLACE	WINNIPEG	MB	R3T 1L9	CANADA
NATIONAL TECHNICAL SYSTEMS SLMT INC.	150 TRILLIUM DRIVE	KITCHENER	ON	N2E 2C4	CANADA
NATURESCAPE LAWN MAINTENANCE & LANDSCAPING	295 JOHN SUGG RD.	FAYETTEVILLE	TN	37334	UNITED STATES
NAYLOR BUILDING PARTNERSHIPS INC	455 NORTH SERVICE ROAD EAST	OAKVILLE	ON	L6H 1A5	CANADA
NORTHERN STAMPINGS, INC.	1853 ROCHESTER INDUSTRIAL COURT	ROCHESTER HILLS	MI	48309	UNITED STATES
O2E INC.	399 SOUTH EDGEWARE ROAD UNIT #5	ST. THOMAS	ON	N5P 4B8	CANADA
ODC TOOLING & MOLDS	110 RANDALL DRIVE PO BOX 70	WATERLOO	ON	N2V 1C6	CANADA
ODC TOOLING & MOLDS - CDN	110 RANDALL DRIVE PO BOX 70	WATERLOO	ON	N2V 1C6	CANADA
ODC TOOLING & MOLDS - US FUNDS	110 RANDALL DRIVE	WATERLOO	ON	N2V 1C6	CANADA
OHIO BUREAU OF WORKERS COMPENSATION	BWC STATE INSURANCE FUND P.O.BOX 89492	CLEVELAND	OH	44101-6492	UNITED STATES
OHIO DEPARTMENT OF TAXATION	P.O. BOX 530	COLUMBUS	OH	43216	UNITED STATES
OMNITOOL	284 PINEBUSH ROAD	CAMBRIDGE	ON	N1T 1Z6	CANADA
OPEN TEXT CORPORATION	275 FRANK TOMPA DRIVE	WATERLOO	ON	N2L 0A1	CANADA
ORBIS CANADA LTD.	39 WESTMORE DRIVE	REXDALE	ON	M9V 3Y6	CANADA
ORKIN CANADA CORPORATION	5840 FALBOURNES ST	MISSISSAUGA	ON	L5R 4B5	CANADA
PACKETWORKS	515 DOTZERT COURT, UNIT 7	WATERLOO	ON	N2L 6A7	CANADA
PALLET MANAGEMENT GROUP INC.	P.O. BOX 430	CAMPBELLVILLE	ON	L0P 1B0	CANADA
PENSKE TRUCK LEASING CANADA INC	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603	UNITED STATES
PHOTO SPORTS CENTER INC.	300 WEST NATIONAL ROAD	ENGLEWOOD	OH	45322	UNITED STATES
PINCHIN LTD.	225 LABRADOR DRIVE UNIT #1	WATERLOO	ON	N2K 4M8	CANADA
PINNACLE CONSULTANTS INC.	34 WATER STREET NORTH	CAMBRIDGE	ON	N1R 3B1	CANADA
PINNACLE GAUGE INC.	150 WERLICH DRIVE	CAMBRIDGE	ON	N1T 1N6	CANADA
PITNEYWORKS	P.O. BOX 280	ORANGEVILLE	ON	L9W 2Z7	CANADA
PRAXAIR	126 GREY STREET	BRANTFORD	ON	N3S 4W1	CANADA
PREFERRED PRINTING CO.	3700 W. MICHIGAN STREET (ST. RT. 47 WEST)	SIDNEY	OH	45365	UNITED STATES
PRIME-TECH PRECISION INC.	25 WORTHINGTON DRIVE	BRANTFORD	ON	N3T 5M1	CANADA
PRIMEX PLASTICS CORPORATION	1235 NORTH F STREET	RICHMOND	IN	47374	UNITED STATES
PRIMUS CANADA	P.O.BOX 4662, STN A	TORONTO	ON	M5W 5H4	CANADA
PRO LIFT EQUIPMENT	12001 PLANTSIDE DRIVE	LOUISVILLE	KY	40299	UNITED STATES
PROCTER'S CARTAGE LIMITED	97 RIVALDA ROAD	NORTH YORK	ON	M9M 2M6	CANADA
PRODUCT TOOLING & TECHNOLOGIES INC	33222 GROESBECK HIGHWAY	FRASER	MI	48026	UNITED STATES
PURE WATER INDUSTRIAL LLC	4695 INDUSTRY DRIVE #D	FAIRFIELD	OH	45014	UNITED STATES
PUROLATOR COURIER	PO BOX 4800 STN MAIN	CONCORD	ON	L4K 0K1	CANADA
RADWELL INTERNATIONAL CANADA	1100 SOUTH SERVICE ROAD #101	STONEY CREEK	ON	L8E 0C5	CANADA
RAPID COOLING	27 MONARCH RD. UNIT 4	GUELPH	ON	N1K 1N4	CANADA

In re Hematite Holdings, Inc., et al. - Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

Party Name	Address	City	State/Prov.	Postal Code	Country
RAY PLASTICS -CDN	91 WESTMORE DR.	ETOBICOKE	ON	M9V 3Y6	CANADA
RBC	10 YORK MILLS ROAD, SUITE 300 - 3RD FLOOR	TORONTO	ON	M2P 0A2	CANADA
RCAP LEASING	5575 NORTH SERVICE ROAD, SUITE 300	BURLINGTON	ON	L7L 6M1	CANADA
REAL QUALITY SERVICES	PO BOX 684	MONROE	MI	48361	UNITED STATES
RECEIVER GENERAL	275 POPE ROAD SUITE 103	SUMMERSIDE	PEI	C1N 6A2	CANADA
REKO INTERNATIONAL GROUP INC.	469 SILVER CREEK INDUSTRIAL DRIVE	LAKESHORE	ON	N8N 4W2	CANADA
REKO MANUFACTURING GROUP INC.	469 SILVER CREEK INDUSTRIAL DRIVE	LAKESHORE	ON	N8N 4W2	CANADA
REVERE PLASTICS SYSTEMS, LLC.	18401 MAYLN	FRASER	MI	48026	UNITED STATES
REYNER ELECTRICAL CONSTRUCTION INC.	835988 HUBBARD ROAD, R.R.#1	DRUMBO	ON	N0J 1G0	CANADA
RIECK SERVICES	5425 WADSWORTH RD.	DAYTON	OH	45414	UNITED STATES
RIEPERT SALT & SUPPLIES	66 SCHAEFER STREET	WATERLOO	ON	N2L 4C5	CANADA
RIGHTWAY FASTENERS, INC.	7945 SOUTH INTERNATIONAL DRIVE	COLUMBUS	IN	47201	UNITED STATES
RITE WAY MECHANICAL LTD.	33 HAYES AVE.	GUELPH	ON	N1E 5V6	CANADA
ROCKET SOFTWARE INC.	PO BOX 842469	BOSTON	MA	02284-2469	UNITED STATES
ROGERS	PO BOX 9100	DON MILLS	ON	M3C 3P9	CANADA
ROYAL CITY INDUSTRIAL	3-150 REGAL ROAD	GUELPH	ON	N1K 1B9	CANADA
ROYAL CITY TIRE & SERVICE	10 MALCOLM ROAD	GUELPH	ON	N1K 1A9	CANADA
ROYLCO INDUSTRIES	30 NORTHLAND ROAD	WATERLOO	ON	N2V 1Y1	CANADA
ROYNAT	2ND FLOOR-5075 YONGE STREET	TORONTO	ON	M2N 6C6	CANADA
ROYNAT INC.	SUITE 1500, 4710 KINGSWAY ST.	BURNABY	BC	V5H 4M2	
RR DONNELLEY	1960 S. RIVERSIDE DR.	IOWA CITY	IA	52246	UNITED STATES
RUBBERLINE PRODUCTS INC.	367 MICHENER ROAD	GUELPH	ON	N1K 1E8	CANADA
RUMPKE WASTE & RECYCLING SERVICES	1932 EAST MONUMENT AVENUE	DAYTON	OH	45402	UNITED STATES
SAFETY-KLEEN CANADA INC	P.O. BOX 15221, STATION A	TORONTO	ON	M5W 1C1	CANADA
SC & ASSOCIATES, INC	20442 VINE DR.	MACOMB	MI	48044	UNITED STATES
SCHERER LEASING	1225 COURTLAND AVE EAST	KITCHENER	ON	N2C 2N8	CANADA
SCHMALZ INC	5850 OAK FOREST DRIVE	RALEIGH	NC	27616	UNITED STATES
SCHNEIDER NATIONAL CARRIERS, INC.	3101 S. PACKERLAND DRIVE	GREEN BAY	WI	54313	UNITED STATES
SCIOTO, LLC	8577 NORTH DIXIE DRIVE	DAYTON	OH	45414	UNITED STATES
SECURO VISION INC	2285 RUE DE LA METROPOLE	LONGUEUIL	QC	J4G 1E5	CANADA
SECURTEK	70 - 1ST AVENUE N.	YORKTON	SK	S3N 1J6	CANADA
SELECT TOOL INC.	3015 NORTH TALBOT	OLDCASTLE	ON	N0R 1L0	CANADA
SHAPE PROCESS AUTOMATION	1255 HARMON ROAD	AUBURN HILLS	MI	48326	UNITED STATES
SHAPE PROCESS AUTOMATION - TOOL	1255 HARMON ROAD	AUBURN HILLS	MI	48326	UNITED STATES
SHAW DIRECT	NETWORK INC.	CALGARY	AB	T2P 0C2	CANADA
SHELLEY AUTOMATION	41 COLDWATER ROAD	TORONTO	ON	M3B 1Y8	CANADA
SHERIDAN, PHILIP	289 BRIDELWOOD DRIVE	FAYETTEVILLE	TN	37334	UNITED STATES
SHINOL WORKFORCE INC.	3-2050 ELLESMERE ROAD	SCARBOROUGH	ON	M1H 3A9	CANADA
SIEMENS FINANCIAL	301 LINDENWOOD DRIVE	MALVERN	PA	19355-1774	UNITED STATES
SIEMENS FINANCIAL SERVICES, INC.	301 LINDENWOOD DRIVE	MALVERN	PA	19355-1774	UNITED STATES
SIGMA INTERNATIONAL	36800 PLYMOUTH RD	LIVONIA	MI	48150	UNITED STATES
SILCO FIRE AND SECURITY	10765 MEDALLIAN DRIVE	CINCINNATI	OH	45241	UNITED STATES
SPECIALIZED TOOLING INC.	264227 PROUSE ROAD	MOUNT ELGIN	ON	N0J 1N0	CANADA
SPECTRUM BUSINESS	1600 DUBLIN ROAD	COLUMBUS	OH	43215	UNITED STATES
SPIRA FIRE PROTECTION LTD.	31 HAYES AVE.,	GUELPH	ON	N1E 5V6	CANADA
SPOONER INCORPORATED	28605 RANNEY PARKWAY	WESTLAKE	OH	44145	UNITED STATES
SRP CONTROL SYSTEM LTD.	19-5155 SPECTRUM WAY	MISSISSAUGA	ON	L4W 5A1	CANADA
ST. JOHN AMBULANCE	56 JAFFRAY STREET,	CAMBRIDGE	ON	N1R 3H9	CANADA
STAFFMARK	ATTN: US BANK P.O.BOX 952386	ST. LOUIS	MO	63195	UNITED STATES
STAPLES ADVANTAGE	C/O T04446C PO BOX 4446	TORONTO	ON	M5W 4A2	CANADA
STATE OF TENNESSEE DEPARTMENT OF REVENUE	500 DEADERICK STREET ANDREW JACKSON STATE OFFICE BUILDING	NASHVILLE	TN	37242	UNITED STATES
STRATOSPHERE	12024 EXIT FIVE PARKWAY,	FISHERS	IN	46037	UNITED STATES
SUBURBAN FORD OF STERLING HEIGHTS	40333 VAN DYKE AVE	STERLING HEIGHTS	MI	48313	UNITED STATES
SUBURBAN TROY, LLC	1790 MAPLELAWN DRIVE	TROY	MI	48084	UNITED STATES
SURELIFT INC.	84 COPERNICUS BLVD. UNIT #3	BRANTFORD	ON	N3P 1K5	CANADA
SWAN DUST CONTROL	35 UNIVERSITY AVE. EAST	WATERLOO	ON	N2J 2V9	CANADA
TAFT STETTINIUS & HOLLISTER	40 NORTH MAIN STREET SUITE 1700	DAYTON	OH	45423-1029	UNITED STATES

In re Hematite Holdings, Inc., et al. - Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

Party Name	Address	City	State/Prov.	Postal Code	Country
TAHOMA RUBBER & PLASTICS, INC.	255 WOOSTER RD N.	BARBERTON	OH	44203	UNITED STATES
TAKUMI STAMPING - CANADA INC	100 DENNIS ROAD	ST. THOMAS	ON	N5P 0B6	CANADA
TAKUMI STAMPING - OHIO	8585 SEWARD RD	FAIRFIELD	OH	45011	UNITED STATES
TD	2020 WINSTON PARK DRIVE, SUITE 301	OAKVILLE	ON	L6H 6X7	CANADA
TELUS COMMUNICATIONS COMPANY	PO BOX 81030	BURNABY	BC	V5H 4K1	CANADA
TENAQUIP	419 HENRY ST. UNIT 2	BRANTFORD	ON	N3S 7V6	CANADA
TENOWO INC.	1968 KAWAI ROAD	LINCOLNTON	NC	28092	UNITED STATES
THE AKRON METAL ETCHING CO.	463 LOCUST STREET	AKRON	OH	44307	UNITED STATES
THE CITY OF BRANTFORD	TAX OFFICE	BRANTFORD	ON	N3T 2H1	CANADA
THE CITY OF BRANTFORD UTILITIES	P.O. BOX 515	BRANTFORD	ON	N3T 6L6	CANADA
THE JOB SHOPPE	12137 TECUMSEH ROAD EAST	TECUMSEH	ON	N8N 1M2	CANADA
THE STEWART COMPANY	3780 KILROY AIRPORT WAY STE 550	LONG BEACH	CA	90806	UNITED STATES
THE WATERLOO NETWORKING COMPANY	36 REGINA ST.N.UNIT C1	WATERLOO	ON	N2J 3A2	CANADA
THEOREM SOLUTIONS	100 WEST BIG BEAVER, STE. 200	TROY	MI	48084	UNITED STATES
THERMOWELL SYSTEMS	148 WALBY DRIVE	OAKVILLE	ON	L6L 4E2	CANADA
THINKPATH ENGINEERING SERVICES (ONTARIO), INC.	365 EVANS AVENUE, SUITE 602	TORONTO	ON	M8Z 1K2	CANADA
THOMPSON EMERGENCY	278 PATILLO ROAD	TECUMSEH	ON	N8N 2L9	CANADA
THOMPSON HINE LLP	AUSTIN LANDING 1 10050 INNOVATION DRIVE SUITE 400	DAYTON	OH	45342-4934	UNITED STATES
TMMMC	PO BOX 4102 CAROL STREAM	CAROL STREAM	IL	60197-4102	UNITED STATES
TOM KINGSTON	32 COLEBROOK COURT	KITCHENER	ON	N2E 1Y8	CANADA
TORONTO-DOMINION BANK	66 WELLINGTON STREET, 39TH FLOOR	TORONTO	ON	M5K 1E9	CANADA
TOTAL QUALITY LOGISTICS	PO BOX 634558	CINCINNATI	OH	45263-4558	UNITED STATES
TOYOTA	PO BOX 4102 CAROL STREAM	CAROL STREAM	IL	60197-4102	UNITED STATES
TOYOTA CREDIT CANADA INC.	80 MICRO COURT, SUITE 200	MARKHAM	ON	L3R 9Z5	CANADA
TOYOTA FINANCIAL SERVICES	80 MICRO COURT, SUITE 200	MARKHAM	ON	L3R 9Z5	CANADA
TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.	1999 BRYAN STREET SUITE 900	DALLAS	TX	75201	UNITED STATES
TOYOTA TSUSHO AMERICA INC.	702 TRIPORT ROAD	GEORGETOWN	KY	40324	UNITED STATES
TOYOTA TSUSHO CANADA, INC.	270 BEARDS LANE	WOODSTOCK	ON	N4S 7W3	CANADA
TPI CORP FOSTORIA	PO BOX 4973	JOHNSON CITY	TN	37602-4973	UNITED STATES
TRAFFIC TECH, INC.	550 MATHESON BLVD. EAST	MISSISSAUGA	ON	L4Z 4G3	CANADA
TRIGO QUALITY SOLUTIONS US INC.	50459 CENTRAL INDUSTIRAL DRIVE	SHELBY TOWNSHIP	MI	48315	UNITED STATES
TRIUMPH TOOL LTD	91 ARROW ROAD	GUELPH	ON	N1K 1S8	CANADA
TROY LIFE & FIRE SAFETY LTD.	1042 2ND AVENUE EAST	OWEN SOUND	ON	N4K 2H7	CANADA
TWE NONWOVENS US, INC.	2215 SHORE STREET	HIGH POINT	NC	27263	UNITED STATES
TYCO INTEGRATED SECURITY	40 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 6K9	CANADA
TYCO INTEGRATED SECURITY CANADA INC.	40 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 6K9	CANADA
ULI CANADA INC.	3700 MORGAN AVE.	EVANSVILLE	IN	47715	UNITED STATES
ULINE	3333 JAMES SNOW PARKWAY NORTH	MILTON	ON	L9T 8L1	CANADA
UNION GAS	P.O. BOX 4001 STN A	TORONTO	ON	M5W 0G2	CANADA
UNIQUE FABRICATING, INC.	800 STANDARD PARKWAY	AUBURN HILLS	MI	48326	UNITED STATES
UNITED COMPRESSED AIR INC.	47 COPERNICUS BLVD. UNIT 1	BRANTFORD	ON	N3P 1N4	CANADA
UPS CANADA LTD.	PO BOX 4900	TORONTO	ON	M5W 0A7	CANADA
URGENT CARE SPECIALISTS, LLC	2400 CORPORATE EXCHANGE DR. SUITE 102	COLUMBUS	OH	43231-7605	UNITED STATES
USF HOLLAND INC	27052 NETWORK PLACE	CHICAGO	IL	60673-1270	UNITED STATES
VALUE ADDED PACKAGING	44 LAU PARKWAY	CLAYTON	OH	45315	UNITED STATES
VANDALIA RENTAL	PO BOX 160	VANDALIA	OH	45377	UNITED STATES
VISION SERVICE CORP	4810 TECUMSEH LANE	EVANSVILLE	IN	47715	UNITED STATES
VIVE MECHANICAL INC.	8-236 BRANEIDA LANE	BRANTFORD	ON	N3S 7W9	CANADA
VOLUNTEER INDUSTRIAL, LLC	VOLUNTEER INDUSTRIAL, LLC ATTN: JEN DUST PO BOX 1107	EFFINGHAM	IL	62401	UNITED STATES
VW CREDIT CANADA INC.	4865 MARC-BLAIN ST., SUITE 300	ST-LAURENT	QC	H4R 3B2	CANADA
VW FINANCE	4865 RUE MARC-BLAIN #300	SAINT-LAURENT	QC	H4R 3B2	CANADA
WASTE CONNECTIONS OF CANADA INC	BRANTFORD HAULING PO BOX 1705	BRANTFORD	ON	N3T 5V7	CANADA
WASTECO	235 CURTIS DRIVE	GUELPH	ON	N1K 1Y3	CANADA
WAYPOINT GLOBAL II, LLC	8345 CLEARVISTA PLACE, SUITE 350	INDIANAPOLIS	IN	46256	UNITED STATES
WELLS FARGO BANK, N.A.	6034 E MAIN	ST. COLUMBUS	OH	43213	UNITED STATES
WESCO DISTRIBUTION	2080 WINNERS CIRCLE	DAYTON	OH	45404	UNITED STATES
WESTAYR TRANSPORTATION SYSTEMS	A DIVISION OF 1226934 ONTARIO INC. 260 WAYDOM DRIVE	AYR	ON	N0B1E0	CANADA

In re Hematite Holdings, Inc., et al. - Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

Party Name	Address	City	State/Prov.	Postal Code	Country
WESTBURNE/RUDDY	362 SILVERCREEK PKWY. N.,	GUELPH	ON	N1H 1E7	CANADA
WHATCHA WANNA WEAR INC.	16 A CHARING CROSS	BRANTFORD	ON	N3R 2H2	CANADA
WHITLAM LABEL	24800 SHERWOOD AVENUE	CENTERLINE	MI	48015	UNITED STATES
WILLSON INTERNATIONAL INC	160 WALES AVENUE SUITE 100	TONAWANDA	NY	14150-2508	UNITED STATES
WILLSON INTERNATIONAL INC.	2345 ARGENTIA ROAD,SUITE 201	MISSISSAUGA	ON	L5N 8K4	CANADA
WILLSON INTERNATIONAL LIMITED	2345 ARGENTIA ROAD	MISSISSAUGA	ON	L5N 8K4	CANADA
WOLSELEY MECHANICAL GROUP	362 SILVERCREEK PKWY. N., #1	GUELPH	ON	N1H 1E7	CANADA
WOODBRIE FOAM CORPORATION	68 SHIRLEY AVE.	KITCHENER	ON	N2B 2E1	CANADA
WORK AUTHORITY	INDUSTRIAL SAFETY EQUIPMENT 415 THOMPSON DRIVE	CAMBRIDGE	ON	N1T 2K7	CANADA
WSIB	P.O. BOX 4115 STATION A	TORONTO	ON	M5W 2V3	CANADA
YMCA OF GREATER DAYTON	118 W FIRST STREET SUITE 300	DAYTON	OH	45402	UNITED STATES

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF HEMATITE HOLDINGS INC. ET AL.

Court File No: CV-20-00647824-00CL

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

Proceeding commenced at Toronto

**AFFIDAVIT OF JACQUES NADEAU
(Sworn October 7, 2020)**

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Email: tcourtis@mccarthy.ca

Lawyers for the Applicants

DOC#: 20793840

Tab 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	TUESDAY, THE 13TH
)	
MR. JUSTICE HAINEY)	DAY OF OCTOBER, 2020

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HEMATITE HOLDINGS INC., HEMATITE MANUFACTURING INC., HEMATITE
INDUSTRIAL PRODUCTS INC., CANADIAN PAVACO INC., PAVACO HOLDINGS U.S.
INC., HEMATITE, INC. AND HEMATITE AUTOMOTIVE PRODUCTS INC.

Applicants

CLAIMS PROCEDURE ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order (the "**Claims Procedure Order**") approving a procedure for the identification, quantification, and resolution of certain claims of creditors of the Applicants and their respective directors and officers, was heard this day by way of judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Notice of Motion, the affidavit of Jacques Nadeau sworn October 7, 2020 and the Exhibits thereto, and the Second Report of KPMG Inc. in its capacity as monitor of the Applicants (the "**Monitor**") dated September ●, 2020 (the "**Second Report**"), and on hearing the submissions of counsel for the Applicants, the Monitor and those other parties that were present as listed on the counsel slip, no other party appearing although duly served as appears from the Affidavit of Service of ● sworn September ●, 2020.

SERVICE AND INTERPRETATION

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

2. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (b) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (c) **“CCAA Proceedings”** means the within proceedings in respect of the Applicants under the CCAA;
- (d) **“CCAA Charges”** means the Administration Charge, the DIP Lender’s Charge and the Directors’ Charge (as each such term is defined in the Initial Order) and any other court-ordered charge over the property of the Applicants that may be granted by the Court;
- (e) **“Claim”** means a Pre-Filing Claim, a Restructuring Claim and a D&O Claim, provided, however, that “Claim” shall not include an Excluded Claim;
- (f) **“Claimant”** means any Person asserting a Claim and includes the transferee or assignee of a Claim, transferred and recognized in accordance with paragraphs 35 and 36 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
- (g) **“Claims Officer”** means one or more individuals appointed in accordance with paragraph 31 of this Claims Procedure Order to act as a claims officer for the purposes of this Claims Procedure Order;

- (h) “**Claims Package**” means the Proof of Claim form, the Notice to Claimants, the Instruction Letter, and any other documentation the Applicants, in consultation with the Monitor, may deem appropriate;
- (i) “**Claims Procedure**” means the procedures outlined in this Claims Procedure Order, including the Schedules hereto;
- (j) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (k) “**D&O Claim**” means, as against any Director or Officer, in his or her capacity as such, any D&O Restructuring Claim and any and all demands, claims (including claims for contribution or indemnity), actions, causes of action, counterclaims, suits, debts, sums of money, liabilities, accounts, covenants, damages, judgments, orders (including orders for injunctive relief or specific performance and compliance orders), expenses, executions, encumbrances and recoveries on account of any liability, obligation, demand or cause of action of whatever nature that any creditor or other Person has or may be entitled to assert (including for, in respect of or arising out of environmental matters, pensions or post-employment benefits or alleged wrongful or oppressive conduct, misrepresentation, fraud or breach of fiduciary duty), whether known or unknown, matured or unmatured, contingent or actual, direct, indirect or derivative, at common law, in equity or under statute, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, matter or occurrence that in any way relate to or arise out of or in connection with (i) any Pre-Filing Claim; (ii) the assets, obligations, business or affairs of the Applicants; or (iii) the CCAA Proceedings or any matter or transaction occurring in or in connection with the CCAA Proceedings, but “D&O Claim” does not include a claim that cannot be compromised due to the provisions of subsection 5.1(2) of the CCAA;
- (l) “**D&O Restructuring Claim**” means, any right or claim of any Person against any Director or Officer, in his or her capacity as such, in connection with any indebtedness, liability or obligation of any kind whatsoever by any such Director

or Officer to such Person arising out of the restructuring, disclaimer, repudiation or termination by an Applicant on or after the Filing Date of any contract, lease, employment agreement or arrangement or other agreement or obligation whether written or oral but “D&O Restructuring Claim” does not include a claim that cannot be compromised due to the provisions of subsection 5.1(2) of the CCAA;

- (m) “**Director**” means any former or present director of any of the Applicants or any Person of similar position or any other Person who by applicable law is deemed to be or is treated similarly to a director of any of the Applicant or who currently manages or supervises the management of the business and affairs of any of the Applicants or did so in the past;
- (n) “**Directors’ Charge**” has the meaning given to such term in the Initial Order;
- (o) “**Dispute Package**” means the Proof of Claim filed by a Claimant, the Notice of Revision or Disallowance delivered by the Monitor in respect of that Proof of Claim, the Notice of Dispute filed by the Claimant in respect of the Notice of Revision or Disallowance, and any ancillary documentation as determined by the Monitor;
- (p) “**Equity Claim**” has the meaning set forth in Section 2(1) of the CCAA;
- (q) “**Excluded Claim**” means:
 - (i) any claim pursuant to, or related to, the master lease agreements, as amended, supplemented or otherwise modified from time to time, between Hematite Manufacturing Inc. and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, listed in Schedule “F” hereto;
 - (ii) any claim by Woodbridge Foam Corporation (“**Woodbridge**”) or its affiliates, including, without limitation, pursuant to, or related to:
 - (1) the Assignment and Assumption Agreement dated September 21, 2020 between The Toronto-Dominion Bank, Woodbridge and certain of the Applicants, among others;

- (2) the Plan Sponsor Agreement dated September 17, 2020 between Woodbridge and the Applicants, among others; or
 - (3) the Revolving DIP Loan Agreement dated September 17, 2020 between Woodbridge and the Applicants;
- (iii) any claim pursuant to, or related to, the Letter of Offer of Financing no. 076542-03 dated December 21, 2017, as amended, supplemented and otherwise modified from time to time, between BDC Capital Inc. and Hematite Manufacturing Inc., among others;
 - (iv) any claim secured by any of the CCAA Charges;
 - (v) any claim by any of the Applicants against one or more of the other Applicants; and
 - (vi) any investigation, action, suit, order or proceeding in respect of the Applicants or any of them by or before a regulatory body (as defined in the CCAA), unless such investigation, action, suit, order or proceeding constitutes a “claim” within the meaning of the CCAA.
- (r) “**Filing Date**” means September 18, 2020;
 - (s) “**Initial Order**” means the Initial Order of the Honourable Mr. Justice Hainey made September 18, 2020 in these CCAA Proceedings, as amended, restated or varied from time to time;
 - (t) “**Instruction Letter**” means the instruction letter to Claimants, substantially in the form attached as Schedule “**B**” hereto, regarding the completion of a Proof of Claim by a Claimant and the Claims Procedure described herein;
 - (u) “**Meeting**” means a meeting of the creditors of the Applicants called for the purpose of considering and voting in respect of a Plan;

- (v) “**Monitor**” means KPMG Inc., in its capacity as the Court-appointed monitor of the Applicants;
- (w) “**Monitor’s Website**” means the case website established by the Monitor with the following URL: <http://home.kpmg/ca/hematitegroup>.
- (x) “**Notice to Claimants**” means the notice for publication by the Monitor as described in paragraph 15 hereof, in the form attached as Schedule “**A**”;
- (y) “**Notice of Dispute**” means the notice referred to in paragraph 27 hereof substantially in the form attached as Schedule “**E**” hereto which must be delivered to the Monitor by any Claimant wishing to dispute a Notice of Revision or Disallowance, with reasons for its dispute;
- (z) “**Notice of Revision or Disallowance**” means the notice referred to in paragraph 26 hereof, substantially in the form of Schedule “**D**” advising a Claimant that the Applicants, with the consent of the Monitor, have revised or rejected all or part of such Claimant’s Claim as set out in its Proof of Claim;
- (aa) “**Officer**” means any former or present officer of any of the Applicants or any Person of similar position or any other Person who by applicable law is deemed to be or is treated similarly to an officer of any of the Applicants;
- (bb) “**Orders**” means any and all orders issued by the Court within the CCAA Proceedings, including the Initial Order;
- (cc) “**Person**” means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (dd) “**Plan**” means a plan of compromise or arrangement contemplated by the Initial Order;

- (ee) **“Pre-Filing Claim”** means any right of claim of any Person that may be asserted or made in whole or in part against any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (international or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive, or otherwise), and whether or not such indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the Applicants with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof that (A) is based in whole or in part on facts existing prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA had the Applicant become bankrupt on the Filing Date, including for greater certainty any claim against any of the Applicants for indemnification by any Directors or Officers in respect of a D&O Claim other than a D&O Restructuring Claim (but excluding any such claim for indemnification that (i) is covered by the Directors’ Charge, or (ii) is in respect of an Excluded Claim);
- (ff) **“Pre-Filing Claims Bar Date”** means 5:00 p.m. (Eastern Time) on November 9, 2020;

- (gg) **“Proof of Claim”** means the Proof of Claim referred to in paragraphs 18 to 21 hereof to be filed by Claimants, substantially in the form attached hereto as Schedule “C”;
- (hh) **“Proven Claim”** means the amount and Status of a Claim of a Claimant as finally determined in accordance with this Claims Procedure Order;
- (ii) **“Restructuring Claim”** means a D&O Restructuring Claim and any right of claim of any Person against any of the Applicants in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such Applicant to such Person arising out of the restructuring, disclaimer, repudiation or termination by such Applicant on or after the Filing Date of any contract, lease, employment agreement or arrangement or other agreement or obligation whether written or oral, including for greater certainty any claim against any of the Applicants for indemnification by any Directors or Officers in respect of a Restructuring Claim (but excluding any such claim for indemnification that (i) is covered by the Directors’ Charge, or (ii) is in respect of an Excluded Claim);
- (jj) **“Restructuring Claims Bar Date”** means the later of:
 - (i) the Pre-Filing Claims Bar Date; and
 - (ii) 5:00 p.m. (Eastern Time) on the day which is twenty one (21) days after the Monitor sends a Claims Package with respect to a Restructuring Claim in accordance with paragraph 14 hereof;
- (kk) **“Secured Claim”** means that portion of a Claim that is (i) secured by security validly charging or encumbering property or assets of the Applicants (including statutory and possessory liens that create security interests) taking into account the value of such collateral and the priority of such security, and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction, as of the Filing Date or after the Filing Date if permitted by the Initial Order;

(ll) “**Status**” means, with respect to a Claim, whether such claim is an unsecured Claim, Secured Claim or Equity Claim; and

(mm) “**U.S. Court**” means the United States Bankruptcy Court for the District of Delaware.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Applicants, in consultation with the Monitor, are hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and execution of such forms, and (ii) to request any further documentation from a Claimant that the Applicants or the Monitor may reasonably require in order to determine the validity and/or Status of a Claim.

7. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Applicants or the Monitor of Claims and the filing by any Claimant of any Claims shall not, for that reason only, grant any Person standing in these proceedings.

8. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of a Claim or an Excluded Claim into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, Excluded Claims or any other claims are to be subject to a Plan and the

class or classes of creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan or further order of the Court.

9. **THIS COURT ORDERS** that all Claims filed shall be denominated in the original currency of the Claim. Where no currency is indicated, the Claim shall be presumed to be in Canadian Dollars. Any Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average exchange rate for that currency against the Canadian Dollar on the Filing Date.

MONITOR'S ROLE

10. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicants in connection with the administration of the Claims Procedure, including the determination of Claims of the Claimants and the referral of a particular Claim to the Court, as requested by the Applicants from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order or incidental thereto.

11. **THIS COURT ORDERS** that (i) in carrying out the terms of this Claims Procedure Order, the Monitor shall have all of the protections given it by the CCAA, the Initial Order, and this Claims Procedure Order, and as an officer of this Court, including the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Claims Procedure Order, except to the extent that the Monitor has acted with gross negligence or willful misconduct, (iii) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Claimant, except to the extent that the Monitor has acted with gross negligence or willful misconduct.

NOTICE TO CLAIMANTS

12. **THIS COURT ORDERS** that the Applicants shall provide to the Monitor a complete list of known potential Claimants, listed in the books and records of the Applicants (the “**Known Claimants**” and each a “**Known Claimant**”) as at the Filing Date, showing for each Known Claimant, their name, address, email address (where available) and amount owed pursuant to the Applicants’ books and records, which list shall include those parties listed on the Consolidated List Required Pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure filed on September 24, 2020 with the U.S. Court.

13. **THIS COURT ORDERS** that the Monitor shall send a Claims Package to each Known Claimant by email to the last known email address of the Known Claimant set out in the books and records of the Applicants, or by ordinary mail, courier or facsimile to the last known mailing address or facsimile address of the Known Claimant if an email address for such Known Claimant is not known, by no later than October 15, 2020.

14. **THIS COURT ORDERS** that the Monitor shall send the Claims Package by email to the last known email address, or by ordinary mail, courier or facsimile to the last known mailing address or facsimile address if an email address is not known, of each Claimant with a Restructuring Claim:

- (a) if the Restructuring Claim arose prior to the date of the Claims Procedure Order, no later than three (3) Business Days following the time the Monitor actually becomes aware of the existence of the Restructuring Claim; and
- (b) if the Restructuring Claim arises from the restructuring, disclaimer, resiliation or termination of any lease, contracts, employment agreement or arrangement or other agreement or obligation, on or after the date of the Claims Procedure Order, no later than three (3) Business Days following the time the Monitor actually becomes aware of the effective date of such restructuring, disclaimer, resiliation or termination of any lease, contract, employment agreement or arrangement or other agreement or obligation.

15. **THIS COURT ORDERS** that as soon as practicable, but no later than 5:00 p.m. on October 20, 2020, the Monitor shall cause the Notice to Claimants to be published, for at least one (1) Business Day, in *The Globe and Mail* (National Edition) and USA Today (National Edition). The Monitor shall also cause the Notice to Claimants to be published, as soon as practicable, in any local newspapers, trade journals or similar publications, if any, as the Applicants, in consultation with the Monitor and the DIP Lender (as defined in the Initial Order), deem appropriate.

16. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants, the Claims Package and the Claims Procedure Order to be posted to the Monitor's Website as soon as reasonably possible and cause it to remain posted thereon until its discharge as Monitor of the Applicants.

17. **THIS COURT ORDERS** that upon request by a Claimant for a Claims Package or documents or information relating to the Claims Procedure prior to the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, the Monitor shall forthwith send a Claims Package, direct such Person to the documents posted on the Monitor's Website, or otherwise respond to the request for information or documents as the Monitor considers appropriate in the circumstances.

18. **THIS COURT ORDERS** that the form and substance of each of the Notice to Claimants, Proof of Claim form, Instruction Letter, Notice of Revision or Disallowance and Notice of Dispute, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Monitor may, from time to time, make such minor changes to such forms as the Monitor, in consultation with the Applicants, considers necessary or desirable.

PROOFS OF CLAIMS

19. **THIS COURT ORDERS** that any Person that wishes to assert a Pre-Filing Claim must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim, including all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order.

20. **THIS COURT ORDERS** that any Person that wishes to assert a D&O Claim other than a D&O Restructuring Claim must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim form, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order.

21. **THIS COURT ORDERS** that any Person that wishes to assert a Restructuring Claim must deliver to the Monitor on or before the Restructuring Claims Bar Date a completed Proof of Claim form, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order.

22. **THIS COURT ORDERS** that any Person wishing to assert a Claim shall: (i) include any and all Claims it asserts against an Applicant or a Director or Officer of that Applicant in a single Proof of Claim; and (ii) file separate Proofs of Claim against each Applicant that it wishes to assert a Claim against.

23. **THIS COURT ORDERS** that any Person who does not file a Proof of Claim in accordance with this Claims Procedure Order with the Monitor by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, shall:

- (a) not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Procedure or the CCAA Proceedings in respect of such Claim;
- (b) with respect to a Pre-Filing Claim or a Restructuring Claim against any of the Applicants, be forever barred, estopped and enjoined from asserting or enforcing such Claim against such Applicant and such Applicant shall not have any liability whatsoever in respect of such Claim and such Claim shall be extinguished without any further act or notification by the Applicants or the Monitor;
- (c) with respect to a D&O Claim against any Director or Officer, be forever barred, estopped and enjoined from asserting or enforcing such Claim against such Director or Officer and such Director or Officer shall not have any liability whatsoever in respect of such Claim and such Claim shall be extinguished without

any further act or notification by the Applicants, the Monitor or the Directors or Officers;

- (d) not be permitted to vote at any Meeting on account of such Claim; and
- (e) not be permitted to participate in any distribution under any Plan related to such Claim or under these CCAA Proceedings.

ADJUDICATION OF CLAIMS

24. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicants (and in the case of a D&O Claim, in consultation with the applicable Director or Officer) shall review all Proofs of Claim filed in accordance with this Claims Procedure Order, and at any time may:

- (a) request additional information from a Claimant;
- (b) request that a Claimant file a revised Proof of Claim;
- (c) attempt to resolve and settle any issue arising in a Proof of Claim or in respect of a Claim;
- (d) accept (in whole or in part), the amount and/or Status of any Claim and so notify the Claimant in writing; and
- (e) revise or disallow (in whole or in part) the amount and/or Status of any Claim and so notify the Claimant in writing.

25. **THIS COURT ORDERS** that where a Claim has been accepted by the Monitor in accordance with this Claims Procedure Order, such Claim shall constitute such Claimant's Proven Claim. The acceptance of any Claim or other determination of same in accordance with this Claims Procedure Order, in full or in part, shall not constitute an admission of any fact, thing, liability, or quantum or status of any claim by any Person, save and except in the context of the CCAA Proceedings.

26. **THIS COURT ORDERS** that where a Claim is revised or disallowed (in whole or in part, and whether as to amount and/or Status), the Monitor shall deliver to the Claimant a Notice of Revision or Disallowance, attaching the form of Notice of Dispute.

27. **THIS COURT ORDERS** that any Person who intends to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 26 hereof shall deliver a Notice of Dispute to the Monitor in writing by 5:00 p.m. (Eastern Time) on the day that is not later than ten (10) days after such Claimant is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 38 of this Claims Procedure Order or such longer period as may be agreed to by the Monitor in writing. The receipt of a Notice of Dispute by the Monitor within the ten (10) day period specific in this paragraph shall constitute an application to have the amount and/or Status of such claim determined pursuant to the Claims Procedure as provided in this Claims Procedure Order.

28. **THIS COURT ORDERS** that if any Person who received a Notice of Revision or Disallowance does not return a Notice of Dispute in accordance with paragraph 27 of this Claims Procedure Order, the value and Status of such Claim shall be deemed to be set out in the Notice of Revision or Disallowance for voting and distribution purposes, and the Claimant will be barred from disputing or appealing same, and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.

RESOLUTION OF CLAIMS

29. **THIS COURT ORDERS** that as soon as practicable after a Notice of Dispute is received by the Monitor in accordance with this Claims Procedure Order, the Monitor, in consultation with the Applicants, may attempt to resolve and settle the Claim with the Claimant.

30. **THIS COURT ORDERS** that in the event that a dispute raised in a Notice of Dispute is not settled within a reasonable time period or in a manner satisfactory to the Applicants, the Monitor and the applicable Claimant, the Monitor, in consultation with the Applicants, shall either: (i) send a Dispute Package to a Claims Officer, or (ii) on notice to the disputing Claimant, schedule an appointment with the Court for the purpose of scheduling a motion to seek a determination by the Court of the disputed Claim, at which appointment directions will be sought

from the Court on the process for such determination. For greater certainty, the foregoing includes any dispute arising as to whether a Claim or any portion thereof is or is not a Secured Claim or an Equity Claim.

31. **THIS COURT ORDERS** that the appointment of any Claims Officer to adjudicate a disputed Claim shall be subject to mutual agreement between the affected Claimant and the Applicants, in consultation with the Monitor, and if such agreement is not possible, Court approval. Either the Applicants or the Monitor are hereby authorized to bring a motion to seek an order of the Court appointing a Claims Officer in respect of any and all disputed Claims. The Applicants shall pay the reasonable professional fees and disbursements of each Claims Officer on presentation and acceptance of invoices from time to time. Each Claims Officer shall be entitled to a reasonable retainer against his or her fees and disbursements which shall be paid upon request by the Applicants, with the consent of the Monitor.

32. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Officer shall determine the Status and/or amount of each Claim in respect of which a dispute has been referred to such Claims Officer and in doing so, the Claims Officer shall be empowered to determine the process in which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any Claim.

33. **THIS COURT ORDERS** that the Applicants or the Claimant may appeal the Claims Officer's determination to this Court by serving upon the other (with a copy to the Monitor) and filing with this Court, within ten (10) calendar days of notification of the Claims Officer's determination of such Claimant's Claim, a notice of motion returnable on a date to be fixed by this Court. If a notice of motion is not filed within such period, then the Claims Officer's determination shall be deemed to be final and binding and shall be such Claimant's Proven Claim.

EXCLUDED CLAIMS

34. **THIS COURT ORDERS** that, for greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Claims Procedure Order in respect of such Excluded Claim.

The Applicants may apply to the Court for a further order to govern the identification, quantification and resolution of Excluded Claims, whether by way of amendments to this Claims Procedure Order or a supplemental claims procedure order, if at any time the Applicants consider it necessary or desirable to do so.

NOTICE OF TRANSFEREES

35. **THIS COURT ORDERS** that neither the Monitor nor the Applicants shall be obligated to give notice or otherwise deal with the transferee or assignee of a Claim unless and until actual notice of the transfer or assignment, together with satisfactory evidence of the existence and validity of such transfer or assignment, shall have been received and acknowledged by the Applicants and the Monitor in writing. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to the receipt and acknowledgment by the Applicants and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any right of set-off to which the Applicants may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the Applicants.

36. **THIS COURT ORDERS** that if a Claimant or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Applicants and the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Applicants and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole,

shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant or in accordance with the provisions of this Claims Procedure Order.

SERVICE AND NOTICES

37. **THIS COURT ORDERS** that the forms of notice to be provided in accordance with this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Pre-Filing Claims Bar Date and Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may assert a Claim and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Claims Procedure Order.

38. **THIS COURT ORDERS** that the Applicants and the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Claims Package, and any letters, notices or other documents to the Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicants or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario) or the United States, and the tenth Business Day after mailing internationally (other than to the United States); (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

39. **THIS COURT ORDERS** that any notice or communication (including Proofs of Claim and Notices of Dispute) to be given under this Claims Procedure Order by any Person to the Monitor or the Applicants shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

KPMG Inc.
Court-appointed Monitor of the Applicants
Bay Adelaide Centre
333 Adelaide Street West, Suite 4600
Toronto, Ontario M5H 2S5

Attention: Nicholas Brearton and Tim Montgomery
Email: hematitegroup@kpmg.ca
Fax: 416-777-8818
Phone: 416-777-3978

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

40. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Claims Procedure Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other communications sent by ordinary or registered mail and then not received shall not, absent further order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Procedure Order.

41. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is later amended by further order of the Court, the Monitor shall post such further order on the Monitor's Website, and such posting shall constitute adequate notice to Claimants of such amended Claims Procedure.

MISCELLANEOUS

42. **THIS COURT ORDERS** that notwithstanding the terms of this Claims Procedure Order, and without limitation to paragraph 33 of this Claims Procedure Order, the Monitor and the Applicants may apply to this Court from time to time for directions from this Court with respect to this Claims Procedure Order, or for such further order or orders as any of them may consider necessary or desirable to amend, supplement or clarify the terms of this Claims Procedure Order.

43. **THIS COURT ORDERS** that this Claims Procedure Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

44. **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 abroad, to give effect to this Claims Procedure Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Procedure Order, to grant representative status to Hematite Holdings Inc. in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Claims Procedure Order.

45. **THE COURT ORDERS** that the Applicants are hereby authorized and directed to file and serve this Claims Procedure Order with the U.S. Court.

46. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Claims Procedure Order and for assistance in carrying out the terms of this Claims Procedure Order.

SCHEDULE "A"
NOTICE TO CLAIMANTS

SCHEDULE "B"
INSTRUCTION LETTER

SCHEDULE "C"
PROOF OF CLAIM FORM

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE

SCHEDULE "E"
NOTICE OF DISPUTE

SCHEDULE "F"
TD EQUIPMENT LEASE AGREEMENTS

1. Master equipment lease no. T000000658 dated April 5, 2018 between Pavaco Plastics Inc. (now named Hematite Manufacturing Inc.), as lessee, and TD Equipment Finance Canada, a division of the Toronto-Dominion Bank, as lessor, and the schedules thereto (being Schedule No. 18003130 dated April 5, 2018, and Schedule No. 18003120 dated April 5, 2018).

2. Master equipment lease no. 23296 dated February 22, 2013 between Pavaco Products Inc. (now named Hematite Manufacturing Inc.), as lessee, and TD Equipment Finance Canada, a division of the Toronto-Dominion Bank, as lessor, and the schedules thereto (being Schedule No. 10 dated April 25, 2016, and Schedule No. 12 dated August 22, 2016 and Schedule No. 13 dated November 23, 2016).

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF HEMATITE HOLDINGS INC. ET AL.

Court File No: CV-20-00647824-00CL

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

Proceedings commenced at Toronto

CLAIMS PROCEDURE ORDER

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DOC#: 20783419

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

Proceeding commenced at Toronto

**MOTION RECORD
(Claims Procedure Order)
(Returnable October 13, 2020)**

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