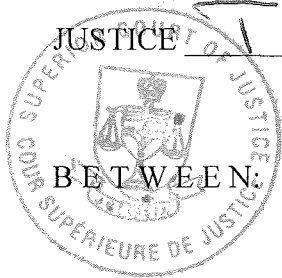


ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ME)
JUSTICE T McEUGEN)

WEDNESDAY, THE 12TH DAY
OF DECEMBER, 2018



BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

1645494 ONTARIO LIMITED, 8320373 CANADA LTD., 7822022 CANADA CORPORATION, 7925336 CANADA CORPORATION, 7925344 CANADA CORPORATION, 7822812 CANADA CORPORATION, 7905335 CANADA CORPORATION; 7905351 CANADA CORPORATION, 7905394 CANADA CORPORATION, 8085234 CANADA CORPORATION and 2120 DUNDAS HOLDINGS INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of, *inter alios*, 1645494 Ontario Limited (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver, as seller, and 9160 Bayview Inc. (the "**Purchaser**"), as purchaser, dated October 26, 2018, as amended on November 2, 2018, together with schedules thereto, and appended to the second report of the Receiver dated December 3, 2018 (the "**Second Report**"), and vesting in the Purchaser, the Debtor's right, title and interest in and to the real property municipally known as

9160 Bayview Avenue, Richmond Hill, Ontario, and as legally described in the Sale Agreement (the "**Real Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver, including the Second Report, and on hearing the submissions of counsel for the Receiver and all other parties listed on the Counsel Slip, and no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Shakaira John sworn December 4, 2018, filed:

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Real Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Wilton-Siegel dated June 19, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, if applicable; and (iii) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D** hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peel (No. 43) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property identified in **Schedule B** hereto in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule C** hereto.

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

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

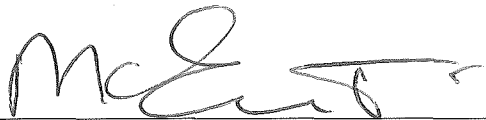
6. **THIS COURT ORDERS** that, notwithstanding:

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

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

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

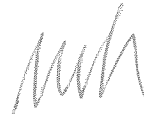
7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative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



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

DEC 12 2018

PER / PAR:



Schedule A – Form of Receiver’s Certificate

Court File No. CV-18-596879-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and –

1645494 ONTARIO LIMITED, 8320373 CANADA LTD., 7822022 CANADA CORPORATION, 7925336 CANADA CORPORATION, 7925344 CANADA CORPORATION, 7822812 CANADA CORPORATION, 7905335 CANADA CORPORATION; 7905351 CANADA CORPORATION, 7905394 CANADA CORPORATION, 8085234 CANADA CORPORATION and 2120 DUNDAS HOLDINGS INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (the "**Court**") dated June 19, 2018, BDO Canada Limited was appointed as the receiver (in such capacity, the "**Receiver**") of the undertaking, property and assets of, *inter alios*, 1645494 Ontario Limited (the "**Debtor**").

B. Pursuant to an Order of the Court dated December 12, 2018, the Court approved the agreement of purchase and sale made as of October 26, 2018, as amended on November 2, 2018 (the "**Sale Agreement**") between the Receiver, as vendor, and [9160 Bayview Inc.] (the "**Purchaser**"), as purchaser, and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Real Property, which vesting is to be effective with respect to the

Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Real Property; (ii) that the conditions to Closing as set out in Schedules A and B to the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**BDO CANADA LIMITED, in its capacity as
Receiver of the undertaking, property and
assets of 1645494 Ontario Limited, and not in
its personal capacity**

Per: _____

Name:

Title:

Schedule B – Real Property

1. The property municipally known as 9160 Bayview Avenue, Richmond Hill, Ontario and legally described as Part of Lot 20, Plan 3805 Markham, As in Instrument No. R664335, Town of Richmond Hill (the "**Real Property**")

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

1. Instrument No. YR595546 being a Transfer registered February 1, 2005 in favour of 1645494 Ontario Limited.
2. Instrument No. YR2505320 being a Charge registered July 13, 2016 in favour of Business Development Bank of Canada.
3. Instrument No. YR2505336 being a Notice of Assignment of Rents-General registered July 13, 2016 in favour of Business Development Bank of Canada.
4. Instrument No. YR2838490 being a Tax Arrears Certificate registered June 15, 2018 in favour of The Corporation of the Town of Richmond Hill.
5. Instrument No. YR2840091 being an Application to Register Court Order registered June 21, 2018 in favour of BDO Canada Limited.

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

(unaffected by the Vesting Order)

1. Instrument No. 65R12377 being a Plan Reference registered October 4, 1988.
2. Instrument No. R494461 being an Agreement registered January 6, 1989 in favour of Town of Richmond Hill.
3. Instrument No. R560879 being a Bylaw registered January 24, 1991.
4. Instrument No. R661739 being an Agreement registered July 14, 1995 in favour of Town of Richmond Hill.
5. Instrument No. R730922 being a Bylaw registered October 8, 1998.
6. Instrument No. YR1535194 being a Notice registered August 18, 2010 between The Corporation of the Town of Richmond Hill, 1645494 Ontario Limited and The Regional Municipality of York.

BUSINESS DEVELOPMENT BANK OF CANADA **and**
Applicant

1645494 ONTARIO LIMITED. et al.

Respondents

(Short title of proceeding)

Court File No. CV-18-596879-00CL

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

**APPROVAL AND VESTING
ORDER**

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*Lawyers for BDO Canada Limited, in its
capacity as Court-appointed Receiver*