

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

THE HONOURABLE MR.) WEDNESDAY, THE 16th
)
JUSTICE HAINEY) DAY OF OCTOBER, 2019

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

-and-

**A & Q SONS MANAGEMENT INC., CANADIAN ONE HOME HEALTH CARE INC. Q
& SONS MANAGEMENT INC., MAIRA ASIF AND MUHAMMAD ASIF QAZI**

Defendants

APPROVAL AND VESTING ORDER

(Canadian One Home Health Care Inc. – Medical Imaging Licence)

THIS MOTION made by BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of A & Q Sons Management Inc., Canadian One Home Health Care Inc. and Q & Sons Management Inc. (collectively the "**Companies**"), for the relief set out in the Notice of Motion dated October 10, 2019, including the approval of the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement between the Receiver in its capacity as Receiver of Canadian One Home Health Care Inc. ("**Canadian One**") and 795292 Ontario Limited (the "**Purchaser**")

dated October 4, 2019 (the "**Sale Agreement**"), and vesting in the Purchaser Canadian One's right, title, benefit and interest in the assets described in the Sale Agreement (the "**Purchased Asset**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver and the Third Report of the Receiver dated October 10, 2019 (the "**Third Report**"), the Confidential Supplemental Report to the Third Report dated October 10, 2019 (the "**Confidential Supplemental Report**"), the Affidavit of Irving Marks sworn October 10, 2019 (the "**Robins Fee Affidavit**"), the Affidavit of Josie Parisi sworn October 7, 2019 (the "**BDO Canadian One Fee Affidavit**"), and the Affidavit of Josie Parisi sworn October 9, 2019 (the "**BDO Q & Sons Fee Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser and any such other counsel or individual as were present, no one appearing for any other person on the service list, although properly served as evidenced by the Affidavit of Wendy Lee sworn October 10, 2019, filed.

SERVICE

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

APPROVAL OF THE SALE AGREEMENT

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

the Purchased Asset to the Purchaser.

3. **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 Canadian One's right, title and interest in and to the Purchased Asset 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:

- (a) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 22, 2019 (the "**Receivership Order**");
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and
- (c) any other claims against Canadian One registered or otherwise existing, potential or contingent arising out of circumstances prior to the registration of this Order (the "**Encumbrances**") and for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Asset are hereby expunged and discharged as against the Purchased Asset.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Asset shall stand in the place and stead of the Purchased Asset, and that from and after the delivery of the Receiver's Certificate all

Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Asset with the same priority as they had with respect to the Purchased Asset immediately prior to the sale, as if the Purchased Asset 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 Canadian One and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of Canadian One;

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

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

Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



Hainey J

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

OCT 16 2019

PER / PAR: *AS*

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

Court File No. CV-19-00612273-0000

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

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

-and-

**A & Q SONS MANAGEMENT INC., CANADIAN ONE HOME HEALTH CARE INC. Q
& SONS MANAGEMENT INC., MAIRA ASIF AND MUHAMMAD ASIF QAZI**

Defendants

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to the terms of the Order of Justice McEwen dated February 22, 2019 (the "**Receivership Order**"), BDO was appointed as Receiver over the assets, undertakings and properties of A & Q Sons Management Inc., Canadian One Home Health Care Inc. ("**Canadian One**") and Q & Sons Management Inc. pursuant to section 243 of the *Bankruptcy and Insolvency Act* ("**BIA**") and section 101 of the *Courts of Justice Act* ("**CJA**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the Asset Purchase Agreement dated October 4, 2019 (the "**Sale Agreement**") between the Receiver and 795292 Ontario Limited (the "**Purchaser**") and provided for the vesting in the Purchaser, Canadian One's right, title and interest in and to the Purchased Asset (as defined in the "**Sale Agreement**"), which vesting is to be effective with respect to the Purchased Asset upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Asset; (ii) that the conditions to Closing as set out in the Sale

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

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Asset 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 set out in the Sale Agreement has been completed to the satisfaction of the Receiver.
4. 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 A & Q Sons Management Inc.,
Canadian One Home Health Care Inc. and Q
& Sons Management Inc., and not in its
personal capacity**

Per: _____

Name: Josie Parisi

Title: Senior Vice -President

**SCHEDULE B
PURCHASED ASSET**

MEDICAL IMAGING LICENCE

The medical imaging licence bearing licence number 3473798 with the following modalities: (1) x-ray; (2) ultrasound; (3) mammography; and (4) vascular ultrasound.

**CENTURION MORTGAGE
CAPITAL CORPORATION**

- and -

A & Q SONS MANAGEMENT ET. AL.

Plaintiff

Defendants

Court File No.: CV-19-00612273-0000

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

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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