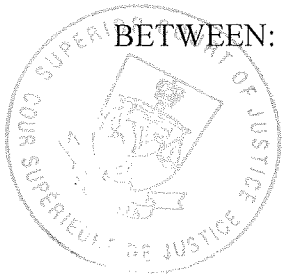


ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.) THURSDAY, THE 31ST DAY
)
JUSTICE MYERS) OF AUGUST, 2017



BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

and

ASTORIA ORGANIC MATTERS LTD. and
ASTORIA ORGANIC MATTERS CANADA LP

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court appointed receiver (the "**Receiver**") of assets, undertakings and property (collectively, the "**Property**") of Astoria Organic Matters Ltd. and Astoria Organic Matters Canada LP (together "**Astoria**"), for an order, *inter alia*, approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Asset Purchase Agreement**") between the Receiver, SusGlobal Energy Belleville Ltd., as purchaser (the "**Purchaser**"), and, for the purposes of section 8.18 of the Asset Purchase Agreement, SusGlobal Energy Canada Corp., dated July 27, 2017, as amended by an amendment to the Asset Purchase Agreement dated August 1, 2017, and vesting in the Purchaser Astoria's right, title, benefit and interest in and to the assets described in the

Asset Purchase Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver dated August 16, 2017 (the “**First Report**”), the Confidential Supplement to the First Report dated August 16, 2017, the Second Supplement to the First Report dated August 21, 2017 and the Third Supplement to the First Report dated August 22, 2017, and on hearing the submissions of counsel for the Receiver, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Paula Hoosain sworn August 16, 2017 and August 22, 2017 and the affidavit of Kyle Plunkett sworn August 21, 2017, filed:

1. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Asset Purchase Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
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 Astoria’s right, title, benefit and interest in and to the Purchased Assets described in the Asset Purchase Agreement 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 Receivership Order dated February 24, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property*

Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule B** hereto (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS AND DIRECTS** the Land Registrar of the Land Registry Office for the Land Titles Division of Hastings (#21) to delete and expunge from title to the real property municipally known as 704 Phillipson Road, Roslin, Ontario, K0K 2Y0, and legally described as PT LT 20, CON 8, THURLOW designated as PT 1 21R19513; BELLEVILLE; COUNTY OF HASTINGS, being PIN-40532-0032 (Lt) (the “**Real Property**”), all of the Claims listed in **Schedule B** hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances including those lien claims listed on **Schedule C** hereto (if valid and enforceable as against the Property of Astoria) shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that notwithstanding anything else in this Order, the permitted encumbrances, claims, easements and restrictive covenants listed on **Schedule C** hereto shall continue to attach to the Real Property unaffected by this Order. In addition, to the extent that any of the actions listed in **Schedule C** hereto have been commenced but stayed by any prior Order of this Court, such stay of proceedings is hereby lifted other than as against Astoria.

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

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

to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to Astoria's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Astoria.

9. **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 Astoria and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of Astoria;

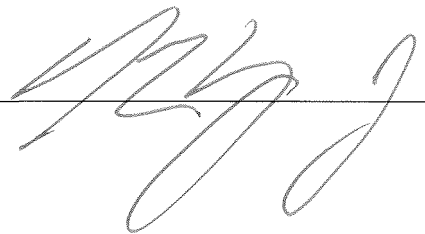
the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Astoria and shall not be void or voidable by creditors of Astoria, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, 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.

10. **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.

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

AUG 31 2017

PER / PAR: 



Schedule A – Form of Receiver’s Certificate

Court File No. CV-17-11760-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

and

ASTORIA ORGANIC MATTERS LTD. and

ASTORIA ORGANIC MATTERS CANADA LP

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice (the “**Court**”) dated April 13, 2017, BDO Canada Limited was appointed as receiver (the “**Receiver**”) of the assets, undertakings and properties of Astoria Organic Matters Ltd. and Astoria Organic Matters Canada LP (collectively “**Astoria**”).

B. Pursuant to an Order of the Court dated August 31, 2017, the Court approved the asset purchase agreement made as of July 27, 2017 (the “**Asset Purchase Agreement**”) between the Receiver and SusGlobal Energy Belleville Ltd., as purchaser (the “**Purchaser**”), and, for the purposes of Section 8.18 of the Asset Purchase Agreement, SusGlobal Energy Canada Corp., as amended by an amendment to Asset Purchase Agreement dated August 1, 2017, and provided for the vesting in the Purchaser of Astoria’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, (ii) that the conditions to closing as set out in the Asset Purchase 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 Asset Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

BDO CANADA LIMITED, solely in its capacity as Court-appointed receiver of ASTORIA ORGANIC MATTERS LTD. and ASTORIA ORGANIC MATTERS CANADA LP, and not in any other capacity

Per: _____
Name:
Title:

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

1. Instrument No. HT182884 registered on December 23, 2015 representing a Notice of Leasehold Charge in favour of Business Development Bank of Canada
2. Instrument No. HT195881 registered on September 15, 2016 representing a Notice of Leasehold Charge in favour of Casa-Dea Finance Limited
3. Instrument No. HT203677 registered on February 23, 2017 representing a Postponement by Trenal Business Development Corporation in favour of Business Development Bank of Canada

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

(unaffected by the Vesting Order)

1. Instrument No. QR132067 registered on 1969/09/23 representing a By-Law
2. Instrument No. 21R4365 registered on 1979/02/01 representing a Plan Reference
3. Instrument No. 21R19513 registered on 2000/06/22 representing a Plan Reference
4. Instrument No. QR595068 registered on 2001/06/12 representing an Agreement (Site Plan) with the City of Belleville
5. Instrument No. HT146335 registered on September 25, 2013 representing a Notice of Assignment of General Rents to Trenval Business Development Corporation
6. Instrument No. HT40030 registered on 2007/10/19 representing a Charge from 1684567 Ontario Inc. to Bank of Montreal
7. Instrument No. HT64541 registered on 2009/04/08 representing a Charge from 1684567 Ontario Inc. to Trenval Business Development Corporation
8. Instrument No. HT180711 registered on 2015/11/05 representing a Notice from The Corporation of the City of Belleville in connection with instrument no. QR595068
9. Instrument No. HT182759 registered on 2015/12/18 representing a Notice of Lease from 1684567 Ontario Inc. to Astoria Organic Matters Canada LP with an expiry date of 2034/12/31
10. Instrument No. HT187838 registered on 2016/04/27 representing a Certificate of Requirement pursuant to the Environmental Protection Act and the Ontario Water Resources Act from the Ministry of Environment to 1684567 Ontario Inc.
11. Instrument No. HT201539 registered on December 23, 2016 representing a Construction Lien in favour of Fitzgibbon Construction Limited
12. Instrument No. HT202307 registered on January 1, 2017 representing a Construction Lien in favour of Van Soelen Landscaping Ltd.
13. Instrument No. HT202338 registered on January 1, 2017 representing a Certificate of Action by Fitzgibbon Construction Limited
14. Instrument No. HT202939 registered on January 1, 2017 representing a Certificate of Action by Van Soelen Landscaping Ltd.
15. Instrument No. HT206797 registered May 2, 2017 representing a Construction Lien in favour of Ken Tulloch Construction Ltd.

16. Instrument No. HT211355 registered on July 12, 2017 representing a Certificate of Action by Ken Tulloch Construction Ltd.

BUSINESS DEVELOPMENT BANK OF CANADA **and**
Applicant

ASTORIA ORGANIC MATTERS LTD. and
ASTORIA ORGANIC MATTERS CANADA LP
Respondents

(Short title of proceeding)

Court File No. CV-17-11760-00CL

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

ORDER
(Approval and Vesting Order)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9
Tel: 416.863.1500
Fax: 416.863.1515

Steven L. Graft (LSUC # 31871V)
Kyle Plunkett (LSUC # 61044N)

*Lawyers for BDO Canada Limited,
in its capacity as Court appointed
receiver of Astoria Organic Matters
and Ltd. and Astoria Organic
Matters Canada LP*