

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
JUSTICE *Reid*)

THURSDAY, THE 19TH
DAY OF JANUARY, 2017

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

MARA TECH AVIATION FUELS LTD.,
MARA-TECH AVIATION SERVICES LTD.,
MARA TECH AVIATION FUELS (THOMPSON) LTD., and
MARA TECH AVIATION FUELS (SUDBURY) LTD.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the "Receiver"), without security, of all the assets, undertakings and properties (the "Property") of Mara Tech Aviation Fuels Ltd., Mara-Tech Aviation Services Ltd., Mara Tech Aviation Fuels (Thompson) Ltd., and Mara Tech Aviation Fuels (Sudbury) Ltd. (the "Debtors" or "Mara Tech") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Your Quick Gateway (Windsor) Inc. (the "Purchaser") dated December 29, 2016 and appended to the Confidential Supplement to the Third Report dated January 16, 2017 (the "Confidential Supplement

to the Third Report”), and for an Order vesting in the Purchaser the Debtor’s right, title and interest in the “Purchased Assets” as described in the Sale Agreement, was heard this day at 59 Church Street, St. Catharines, Ontario.

ON READING the First Report of the Receiver dated November 14, 2016 (the “First Report”), the Second Report of the Receiver dated December 5, 2016 (the “Second Report”), the Confidential Supplement Report of the Receiver dated December 7, 2016, the Third Report of the Receiver dated January 16, 2017, the Confidential Supplement to the Third Report, *the affidavit of James McCormack sworn January 17, 2017, the affidavit of John Manojlos sworn January 18, 2017, the* and the Notice of Motion herein and on hearing the submissions of counsel for the Receiver and counsel for the Respondents, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sherine Burke affirmed January 17, 2017, filed,

1. THIS COURT ORDERS AND DECLARES that any requirement for service of the Notice of Motion, First Report, Second Report, Third Report and Motion Record be and is hereby abridged; that the Motion is properly returnable today and that all parties requiring notice of this Motion have been duly served and that service on all parties is hereby validated and any further service is hereby dispensed with.

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

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 Debtors’ right, title and interest in and to the Purchased Assets 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,

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the affidavit of James McCormack sworn January 17, 2017, the affidavit of John Manojlos sworn January 18, 2017, the

4

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 Lococo dated August 4, 2016; (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) 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 DECLARES that the Receiver is empowered and authorized, in conjunction with the completion of the Transaction to assign or alternatively, terminate all and any leases or occupancy agreement in the name of Mara Tech with respect to property, premises and buildings located at the Windsor International Airport.

5. THIS COURT ORDERS AND DECLARES that in conjunction with the completion of the Sale Transaction, the Receiver be at liberty to terminate all of the employees of Mara Tech that work at the Windsor International Airport.

6. THIS COURT ORDERS AND DECLARES that the Receiver is empowered and authorized to assign to the Purchaser all of Mara Tech's right, title and interest in and to the Service and Supply Contracts as defined in the Sale Agreement.

7. THIS COURT ORDERS that immediately upon the Receiver delivering to the Debtors a duly executed copy of the Receiver's Certificate, the Debtors will deliver to the Purchaser, the Purchased Assets and particularly:

- (a) The equipment that is located at the Windsor International Airport including the equipment that is listed in Schedule "B" attached.
- (b) Possession of the premises that the Debtors lease or occupy at the Windsor International Airport.

8. THIS COURT ORDERS that the Receiver may deliver the Receiver's Certificate to the Debtors by email to John Marandola at jmarandola@maratech.org and to lawyer Luigi De Lisio at delisio@bellnet.ca and the same shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made during the hours of 9:00 a.m. and 5:00 p.m. to the recipient; otherwise it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

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

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

11. THIS COURT ORDERS that, notwithstanding:

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

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

deemed to be a settlement, 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.

12. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

13. THIS COURT ORDERS AND DECLARES that the actions of the Receiver as set out in the Third Report and Confidential Supplement to the Third Report be and are hereby approved. *[Handwritten signature]*

14. THIS COURT ORDERS AND DECLARES that the Agreement of Purchase and Sale dated December 29, 2016 between the Receiver and Your Quick Gateway (Windsor) Inc. and referred to in the Confidential Supplement to the Third Report is hereby sealed until such further Order of the Court.

15. 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.

[Handwritten note:] * provided that the issue of the Receiver's fees and disbursements and those of its lawyers as set out in the Receiver's "ESTIMATED NET REALIZATION, as of January 18, 2017 being schedule C hereto remain in issue. ✓

[Handwritten signature]

Entered at ST. CATHARINES
Inscrip & ST. CATHARINES
in BOOK No. 17
du REGISTRE N°
de Document No. 27
de la Document N°
on / le Jan. 19 2017
By / Par AP

[Handwritten signature]

Schedule A – Form of Receiver's Certificate

Court File No. 56184/15

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

**MARA TECH AVIATION FUELS LTD.,
MARA-TECH AVIATION SERVICES LTD.,
MARA TECH AVIATION FUELS (THOMPSON) LTD., and
MARA TECH AVIATION FUELS (SUDBURY) LTD.**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Lococo of the Ontario Superior Court of Justice (the "Court") dated August 4, 2016, BDO Canada Limited was appointed as the receiver (the "Receiver") without security, of all of the assets, undertakings and properties of Mara Tech Aviation Fuels Ltd., Mara-Tech Aviation Services Ltd., Mara Tech Aviation Fuels (Thompson) Ltd., and Mara Tech Aviation Fuels (Sudbury) Ltd. (the "Debtors").

B. Pursuant to an Order of the Court dated January 19, 2017, the Court approved the agreement of purchase and sale made as of December 29, 2016 (the "Sale Agreement") between the Receiver and Your Quick Gateway (Windsor) Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtors' 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 Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at Hamilton on January 20, 2017.

BDO Canada Limited, in its capacity as Receiver without security, of all of the assets, undertakings and properties of Mara Tech Aviation Fuels Ltd., Mara-Tech Aviation Services Ltd., Mara Tech Aviation Fuels (Thompson) Ltd., and Mara Tech Aviation Fuels (Sudbury) Ltd., and not in its personal capacity

Per: 

Name: *Chris Mazar*

Title: *Senior Vice President*

Schedule B – Purchased Assets

<i>Windsor</i>	
1	Kubota RTV500 SN# 21001 (Not on Site - Out for Repair)
3	Moody BCT501508 5'x10' Open V Luggage Cart
1	Kubota B2620 Tractor SN# 62798 280Hr
1	2011 KCI WCL-4060 Wheelchair Lift SN# WCL0019
1	Manual Hydraulic Lift 14-Step
3	4'x12' Baggage Cart
4	4'x8' Baggage Cart
1	Lavatory Cart
1	Wollard TC485GF-047 Belt Loader 449Hr
1	Custom Water Cart
1	Pro Inc - Diesel Mobile Ground Power Unit
11	Individual Locker
1	Black Leather Sofa
1	47" Samsung Wall Mounted Television
1	Lot of Office Furniture
1	HP C3180 Printer

Schedule C

IN THE MATTER OF THE RECEIVERSHIP OF
MARA TECH AVIATION FUELS LTD.,
MARA-TECH AVIATION SERVICES LTD.,
MARA TECH AVIATION FUELS (THOMPSON) LTD., and
MARA TECH AVIATION FUELS (SUDBURY) LTD.

ESTIMATED NET REALIZATION
AS AT JANUARY 18, 2017

RECEIPTS:	\$
Sale of assets	1,000,000
Fuel adjustment on sale of assets	103,461
Interest earned	24
TOTAL RECEIPTS	<u>1,103,485</u>
DISBURSEMENTS:	
Payroll (Nov. 27, 2016 - Jan. 7, 2017)	135,711
Legal fees (to Dec. 28, 2016)	61,656
Rent (Windsor Airport)	12,029
Appraisal	7,910
TOTAL DISBURSEMENTS	<u>217,307</u>
NET RECEIPTS AFTER DISBURSEMENTS	<u>886,178</u>
ADD: REALIZATION VALUE OF ADDITIONAL ASSETS	
Cash in Mara Tech's bank account ¹	318,319
Accounts receivable ²	268,415
Equipment (Windsor)	48,000
	<u>634,735</u>
LESS: ADDITIONAL DISBURSEMENTS TO BE PAID	
Receiver fees (to Jan. 17, 2017)	211,018
Estimated Receiver & legal fees (to completion) ³	60,000
Legal fees (to Jan. 11, 2017)	30,620
Payroll (post Jan. 7, 2017)	TBD
	<u>301,638</u>
LESS: SECURED & PRIORITY LIABILITIES	
Royal Bank of Canada ⁴	648,344
Canada Revenue Agency - Source deductions ⁵	155,487
Canada Revenue Agency - HST ⁵	87,148
LAKES Leasing ⁴	78,081
Kubota Canada ⁴	62,126
	<u>1,031,185</u>
LESS: UNSECURED LIABILITIES ⁶	<u>209,299</u>
ESTIMATED NET REALIZATION	<u>\$ (21,210)</u>

ROYAL BANK OF CANADA
Applicant

-AND-

MARA TECH AVIATION FUELS LTD. ET AL
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT
ST. CATHARINES

APPROVAL AND VESTING
ORDER

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Canada Limited