

Form 78.05

2025

Hfx No. 547515

Supreme Court of Nova Scotia  
In Bankruptcy and Insolvency

IN THE MATTER OF: The Receivership of 4499127 Nova Scotia Limited

BETWEEN:

Express Mortgage Corporation Limited

Applicant

and

4499127 Nova Scotia Limited

Respondent

**Sale Approval and Vesting Order  
(4 Roseway Lane)**

Before the Honourable

in chambers

**UPON MOTION** of BDO Canada Limited (the "**Receiver**"), in its capacity as Court appointed Receiver of all of the assets, undertakings, and properties of the Respondent for an Order:

- (i) approving the sales (the "**Transaction**") of the real property located at:
  - a. 4 Roseway Lane, Upper Onslow, Nova Scotia, more particularly described as PID 20498671 ("**Property**");

as contemplated by the agreement of purchase and sale between the Receiver and the Purchaser ("**Agreement**") and transferring to the Purchaser all of the Respondent's and the Receiver's right, title and interest in and to the Property.

- (ii) vesting and transferring all of the Respondent's and the Receiver's right, title and interest in the Property in and to the Purchaser or the Purchaser's assignee, nominee or designate, as the case may be, free and clear of all Claims (as defined below); and

- (iii) approving the activities of the Receiver as set out in the Second Report of the Receiver dated December 15, 2025 (the "**Second Report**").

**AND UPON READING** the Second Report of the Receiver and the Affidavit of Joshua J. Santimaw sworn herein on December 15, 2025, and other material on file herein;

**AND UPON HEARING** counsel on behalf of the Receiver in support hereof;

**NOW UPON MOTION:**

**IT IS HEREBY ORDERED THAT:**

1. The time for service of the Receiver's Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.
2. The activities of the Receiver as set in the Second Report be and are hereby approved.
3. Unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Agreement.
4. The Transaction is hereby approved, and the execution and delivery of the Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver and the Purchaser may agree to. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents, including a Deed, Bill of Sale, Assignment or other general conveyance document, as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser, or to the Purchaser's assignee, nominee or designate, as the case may be, pursuant to the Agreement.
5. Upon the delivery of a Receiver's Deed and a Receiver's Certificate, the Receiver's Certificate to be substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), to the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, and closing the Transaction in accordance with the Agreement, all of the Respondent's and the Receiver's right, title and interest in and to the Property shall vest absolutely in such Purchaser or the Purchaser's assignee, nominee or designate as the case may be, 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 and any amendments thereto, all charges, security interests or claims evidenced by registrations pursuant to the Nova Scotia *Personal Property Security Act*, the Nova Scotia *Land Registration Act*, or any other personal or real property registry system.

6. For the purpose of determining the nature and priority of any Claims by operation of this Order, the net proceeds from the Transaction shall stand in the place and stead of the Property, and from and after the closing of the Transaction, all Claims shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Purchased Assets immediately prior to the closing of the Transaction.
7. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver and/or the Respondent are authorized and permitted to disclose and transfer to the Purchaser, or the Purchaser's assignee, nominee or designate customer information and human resources and payroll information in the Respondent's records to the extent necessary or desirable in relation to the continued servicing of customers and the employment or potential employment of such employees by the Purchaser or the Purchaser's assignee, nominee or designate. 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 that is consistent with the prior use of such information by the Respondent and/or the Receiver.
8. 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) (the "**BIA**") in respect of the Respondent and any Bankruptcy Order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made in respect of the Respondent,the entering into of the Agreement, the transfer of the Property to the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, and the vesting of the Property in the Purchaser, or the Purchaser's assignee, nominee or designate as the case may be, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Respondent and shall not be void or voidable by creditors of the Respondent, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, any other applicable federal or provincial legislation or otherwise at law or equity, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant, to any applicable federal or provincial legislation.
- 9.. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

Issued December , 2025.

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Deputy Prothonotary

**Schedule "A"**

2025

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BETWEEN:

Express Mortgage Corporation Limited

Applicant

and

4499127 Nova Scotia Limited

Respondent

**Receiver's Certificate**

WHEREAS BDO Canada Limited was appointed as receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of 4499127 Nova Scotia Limited (the "**Company**") acquired for, or used in relation to a business carried on by the Company, pursuant to the order of this Honorable Court issued October 21, 2025 (the "**Receivership Order**");

AND WHEREAS the Receiver and Eid Mohammad Fazeli (the "**Purchaser**") have entered into an Agreement of Purchase and Sale dated October 10, 2025 and accepted on October 10, 2025 (the "**Agreement**"), whereby by the Receiver agreed to sell, and the Purchaser agreed to purchase, that certain real property owned by the Company described within the Agreement, located at 4 Roseway Lane, Upper Onslow, Nova Scotia, more particularly described as PID 20498671 (the "**Property**");

AND WHEREAS the Order of this Court issued on December 18, 2025 provided for the sale of the Property to the Purchaser, vesting the right, title and interests of the Receiver and the Company in the Purchaser or the Purchaser's assignee, nominee or designate, as the case may be, free and clear of all claims to be effective with respect to the Property upon delivery by the Receiver to the Purchaser of a certificate in this form;

NOW THEREFORE THE RECEIVER HEREBY CERTIFIES AS FOLLOWS:

1. The Purchaser has paid and the Receiver, or its agent, has received the purchase price for the Property payable pursuant to the Agreement.
2. The conditions to closing the sale of the Property as set out in the Agreement have been satisfied or waived by the Receiver and the Purchaser.
3. The sale of the Property as contemplated by the Agreement has been completed to the satisfaction of the Receiver.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2025.

BDO CANADA LIMITED, solely in its capacity as Court-appointed receiver of 4499127 Nova Scotia Limited, and not in its personal or corporate capacity

Per:

\_\_\_\_\_

Name:

Title:

**Schedule "B"**  
**Permitted Encumbrances**

1. The restrictive covenants set out in the agreement.
2. Nova Scotia Power Incorporated Easement bearing land registration document number 123312242 dated November 6, 2023.

**Schedule "C"**  
**Existing Encumbrances for removal**

Express Mortgage Corporation Limited  
Mortgage 2023 123380199  
Nov 21, 2023

Express Mortgage Corporation Limited  
Assignment Of Leases and/or Rents 2023 123380223  
Nov 21, 2023

Express Mortgage Corporation Limited  
Amendment (Not Condominium) 2023 123458789  
Dec 07, 2023

Express Mortgage Corporation Limited  
Amendment (Not Condominium) 2024 124163859  
May 27, 2024

BDJ Concrete Services Incorporated  
Builders' / Mechanics' Lien 2025 125488107  
Mar 03, 2025

Don Groves & Son Construction Limited  
Builders' / Mechanics' Lien 2025 125542150  
Mar 13, 2025

Truro Heating & Ventilation Limited  
Builders' / Mechanics' Lien 2025 125560467  
Mar 18, 2025

Hub Well Drilling Limited Claimant / Plaintiff  
Builders' / Mechanics' Lien 2025 125582669  
Mar 21, 2025

Truro Heating & Ventilation Limited  
Certificate Of Lis Pendens 2025 125792003  
May 07, 2025

Hub Well Drilling Limited  
Certificate Of Lis Pendens 2025 125792003  
May 07, 2025

BDO Canada Limited Trustee  
Order (Non-Transferring /Not Judgment) 2025 126631283  
Oct 24, 2025