

**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**

**Respondents**

**Sale Approval and Vesting Order  
(5 Summer Hill Place)**

Before the Honourable Justice John Bodurtha in Chambers:

**WHEREAS** BDO Canada Limited was appointed as receiver and manager (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 Honourable Court issued \_\_\_\_\_, 2025 (the “**Receivership Order**”);

**AND WHEREAS** pursuant to the Receivership Order, the Receiver may sell the property of the Company, with the approval of this Honourable Court, in respect of any transaction exceeding \$100,000;

**AND UPON** application of the Applicant for an Order:

- (a) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated July 25, 2025 (the “**Agreement**”) as between the Receiver and Atinuke Matilukuro (the “**Purchaser**”), and transferring to the Purchaser all of the Company’s right, title, and interest in and to that certain real property located at 5 Summer Hill Place, Upper Onslow, Nova Scotia (PID No.

20498622), and as more particularly described in Schedule "A" (the "**Property**");  
and

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

**AND UPON** reading the pre-filing report of the Receiver dated October 14, 2025 and the other materials on file herein;

**AND UPON** hearing the submissions on behalf of the Applicant and Receiver;

**NOW UPON MOTION IT IS HEREBY ORDERED THAT:**

1. 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 Receiver's deed, as many 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.
2. Upon the delivery of a Receiver's deed and a Receiver's certificate, substantially in the form attached as Schedule "B" hereto (the "**Receiver's Certificate**"), to the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, and on the closing of the Transaction in accordance with the Agreement, all of the Company's and the Receiver's right, title and interest in and to the Property shall vest absolutely in the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, free and clear of and from any and all ownership claims, 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, adverse claims or rights of use, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing any encumbrances or charges created by the Receivership Order, and all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Nova Scotia), *Land Registration Act* (Nova Scotia), or any other personal or real property registry system

(all of which are collectively referred to as the “**Claims**”, which term shall not include the permitted encumbrances listed in Schedule “C” hereto).

3. With respect to the Property:

(a) the interests of the Company and the Receiver shall vest in the Purchaser subject to any applicable permitted encumbrances, easements or restrictive covenants listed on Schedule “C” hereto and any obligations or liabilities assumed by the Purchaser, or the Purchaser’s assignee, nominee or designate pursuant to the Agreement; and

(b) upon the registration of a Form 24 attaching a certified copy of this Sale Approval and Vesting Order and the Receiver’s Certificate, with an applicable certificate of legal effect from the recording solicitor, in the applicable Land Registration Office or Registry of Deeds as the case might be, the Registrar for that Registration District shall remove and release all applicable registered encumbrances listed Schedule “D” hereto, leaving in place only those permitted encumbrances, easements and restrictive covenants listed on Schedule “C” hereto.

4. For the purpose of determining the nature and priority of any Claims by operation of this Order, the 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 Property immediately prior to the closing of the Transaction.

5. 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 Company and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Company;

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 Company and shall not be void or voidable by creditors of the Company 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.

**DATED** at Halifax, Nova Scotia, this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Deputy Prothonotary

## Schedule "A"

**PID 20498622**

Registration County: COLCHESTER COUNTY

Street/Place Name: SUMMER HILL PLACE /UPPER ONSLOW

Title of Plan: PLAN OF SURVEY OF LOTS 27-A, 27-B, 28-A, 28-B, 29-A, 29-B, 30-A, 30-B, 31-A, 31-B, 33-A & 33-B, BEING A S/D OF LOTS 27, 28, 29, 30, 31 & 33, LANDS CONVEYED TO 4499127 NOVA SCOTIA LIMITED, SUMMER HILL PLACE, ONSLOW

Designation of Parcel on Plan: LOT 33-A

Registration Number of Plan: 124051971

Registration Date of Plan: 2024-05-01 11:29:54

Together with an easement/right of way described in document 1833 in book 889 at page 158.

Subject to an easement/right of way described in document 123312242.

Subject to an easement/right of way described in document 124105439.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: COLCHESTER COUNTY

Registration Year: 2024

Plan or Document Number: 124051971.

Schedule "B"

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**

**Respondents**

**Receiver's Certificate**

**WHEREAS** BDO Canada Limited was appointed as receiver and manager (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 \_\_\_\_\_, 2025 (the "**Receivership Order**");

**AND WHEREAS** the Receiver and Atinuke Matilukuro (the "**Purchaser**") have entered into an Agreement of Purchase and Sale dated July 25, 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 5 Summer Hill Place, Upper Onslow, Nova Scotia (PID No. 20498622) (the "**Property**");

**AND WHEREAS** the Order of this Court issued on \_\_\_\_\_, 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 "C"**  
**PERMITTED ENCUMBRANCES**

1. Grant of easement dated May 9, 2024 and registered on May 13, 2024 as Document No. 124105439.
2. Grant of easement dated October 27, 2023 and registered on November 6, 2023 as Document No. 123312242.
3. The restrictive covenants set out in the Agreement.

**SCHEDULE "D"**  
**EXISTING ENCUMBRANCES FOR REMOVAL**

<b>Interest Holder</b>	<b>Document No.</b>	<b>Instrument Type</b>	<b>Registration Date</b>
Express Mortgage Corporation Limited	123380199	Mortgage	November 21, 2023
Express Mortgage Corporation Limited	123380223	Assignment of Leases and/or Rents	November 21, 2023
Express Mortgage Corporation Limited	123458789	Amendment (of mortgage)	December 7, 2023
Express Mortgage Corporation Limited	124163859	Amendment (of mortgage)	May 27, 2024
Graysbrook Capital Ltd.	125161084	Mortgage	December 13, 2024
Graysbrook Capital Ltd.	125161126	Assignment of Leases and/or Rents	December 13, 2024
BDJ Concrete Services Incorporated	125488107	Builders' / Mechanics' Lien	March 3, 2025
Don Groves & Son Construction Limited	125542143	Builders' / Mechanics' Lien	March 13, 2025
Truro Heating & Ventilation Limited	25560467	Builders' / Mechanics' Lien	March 18, 2025
Hub Well Drilling Limited	125582669	Builders' / Mechanics' Lien	March 21, 2025
Hub Well Drilling Limited	125792003	Certificate of Lis Pendens	May 7, 2025
Truro Heating & Ventilation Limited	125792003	Certificate of Lis Pendens	May 7, 2025
Orders of the Supreme Court of Nova Scotia in Hfx No. 547515 appointing 4499127 Nova Scotia Limited as court-appointed receiver of the Company and approving the sale of the Property, to be recorded against title to the Property.			