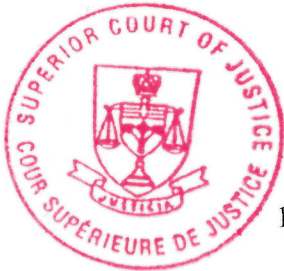


**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.  
JUSTICE HAINEY

)  
)  
)

THURSDAY, THE 30<sup>TH</sup> DAY  
OF MAY, 2019



**BRIDGING FINANCE INC., as agent for  
2665405 ONTARIO INC.**

- and -

**1033803 ONTARIO INC. AND 1087507 ONTARIO LIMITED**

**APPROVAL AND VESTING ORDER  
(Basaltic Property)**

**THIS MOTION**, made by KSV Kofman Inc., in its capacity as Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of: (i) all of the assets, undertakings and properties of 1033803 Ontario Inc. operating as Forma-Con Construction and Forma Finishing (“**Forma-Con**”) including, without limitation, the real property known municipally as 407 Basaltic Road, Concord, Ontario (the “**Basaltic Property**”) and 1087507 Ontario Limited (together with Forma-Con, the “**Debtors**”); (ii) certain assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd (“**BCCL**”); and (iii) the real property known municipally as 131 Saramia Crescent, Vaughan, Ontario for an order, *inter alia*, approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and Tedescorp Holdings Inc. (the “**Purchaser**”), as purchaser, dated April 23, 2019 (the “**Sale Agreement**”), a copy of which is attached as Confidential Appendix “2” to the Fifth Report

of the Receiver dated May 24, 2019 (the “**Fifth Report**”), and vesting in the Purchaser, or as it may direct in accordance with the Sale Agreement, all the Receiver’s and the Debtors’ right, title and interest in and to the property described as the “**Purchased Assets**” in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Fifth Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and 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 Cathy Pellegrini sworn May 27, 2019, filed, Kunalan Shelvarajah sworn May 27, 2019, filed and Siva Sivaperuman sworn May 27, 2019, filed and supplemental affidavits of Cathy Pellegrini sworn May 28, 2019, filed and Kunalan Shelvarajah sworn May 28, 2019, filed.

#### **TEDESCORP HOLDINGS INC. TRANSACTION**

1. **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 Assets to the Purchaser, or as it may direct.

2. **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 the Receiver’s and the Debtors’ right, title and interest in and to the Purchased Assets described in the Sale Agreement, including without limitation the subject real property identified in **Schedule “B”** hereto (the “**Real Property**”), shall vest absolutely in the

Purchaser, or as it may direct, 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, leases (other than the Lease (as defined in the Sale Agreement)), notices of lease, subleases, licences, restrictions, contractual rights, options, judgments, liabilities (direct, indirect, absolute or contingent), obligations, 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 Mr. Justice Hainey dated November 19, 2018; (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 “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “D”**) and, for greater certainty, this Court orders and declares that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets and are non-enforceable and non-binding as against the Purchaser.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of York (No. 65) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to vest title in and enter Tedescorp Holdings Inc. as the owner of the Real Property in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule “C”** hereto.

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 Assets (the “**Proceeds**”) 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.

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 the Debtors and any bankruptcy order issued pursuant to any such applications; and  
any assignment in bankruptcy made in respect of the Debtors,

the vesting of the Purchased Assets in the Purchaser, or as it may direct, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, 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.

## **DISTRIBUTIONS**

7. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute the amount of \$9.7 million from the Proceeds to Bridging Finance Inc., as agent of 2665405 Ontario Inc. (the “**Agent**”), or as the Agent may otherwise direct in writing.

8. **THIS COURT ORDERS** that the Receiver is authorized to disburse \$100,000 of the Proceeds to BCCL with respect to the Solar Panel Bill of Sale (as such term is defined in the Fifth Report).

## **SEALING**

9. **THIS COURT ORDERS** that Confidential Appendices “1” and “2” to the Fifth Report shall be and are hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

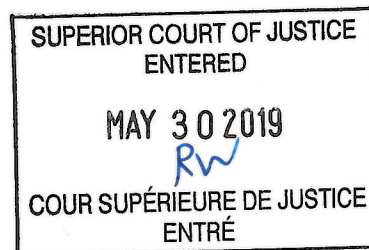
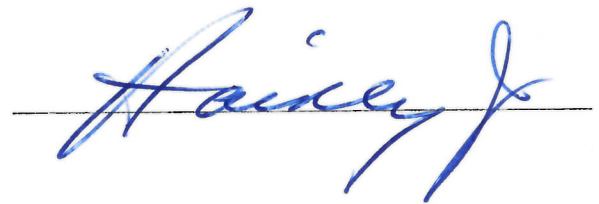
## **APPROVAL OF FEES AND ACTIVITIES**

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Receiver’s counsel, as set out in the Fifth Report are hereby approved.

11. **THIS COURT ORDERS** that the Fifth Report be and is hereby approved, and the actions and activities of the Receiver described therein be and they are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

**GENERAL**

12. **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.



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

Court File No. CV-18-608978-00CL

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

**BRIDGING FINANCE INC., as agent for**  
**2665405 ONTARIO INC.**

**- and -**

**1033803 ONTARIO INC. and 1087505 ONTARIO LIMITED**

**RECEIVER'S CERTIFICATE**

**RECITALS**

I. Pursuant to an Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 19, 2018, KSV Kofman Inc. was appointed as receiver and manager (in such capacity, the "**Receiver**") of: (i) all of the assets, undertakings and properties of 1033803 Ontario Inc. operating as Forma-Con Construction and Forma Finishing ("**Forma-Con**") and 1087507 Ontario Limited (together with Forma-Con, the "**Debtors**"); (ii) certain assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd; and (iii) the real property known municipally as 131 Saramia Crescent, Vaughan, Ontario.

II. Pursuant to an Order of the Court dated May 30, 2019, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and Tedescorp Holdings Inc. (the "**Purchaser**"), as purchaser, dated April 23, 2019 (the "**Sale Agreement**"), and provided for the

vesting in the Purchaser, or as it may direct in accordance with the Sale Agreement, of all the Receiver's and the Debtors' right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), 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.

III. 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;
3. The transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].



**KSV KOFMAN INC.**, in its capacity as Court-appointed receiver and manager of: (i) all the assets, undertakings and properties of 1033803 Ontario Inc. and 1087507 Ontario Limited; (ii) certain assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd.; and (iii) the real property known municipally as 131 Saramia Crescent, Vaughan, Ontario, and not in its personal capacity

Per:

\_\_\_\_\_

Name:

Title:

**SCHEDULE "B"**  
**LEGAL DESCRIPTION OF THE REAL PROPERTY**

**407 Basaltic Road, Concord, Ontario**

PIN 03272-0071(LT): PCL 1-1 SEC 65M3040; LT 1 PL 65M3040; S/T LT1059554; S/T  
LT1055473 VAUGHAN

**SCHEDULE "C"**  
**INSTRUMENTS TO BE DELETED**

<b>Reg. No.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
VA41945	May 22, 1959	Bylaw	N/A	The Corporation of the Township of Vaughan	The Corporation of the Township of Vaughan
LT1058259Z	September 6, 1995	Application to annex restrictive covenants	N/A	941615 Ontario Inc.	941615 Ontario Inc.
LT1059554	September 14, 1995	Transfer and right of re-entry reserved thereunder	N/A	941615 Ontario Inc.	941615 Ontario Inc.
LT1059555Z	September 14, 1995	Application to annex restrictive covenants	N/A	1033803 Ontario Inc.	941615 Ontario Inc.
LT1440948	December 30, 1999	Notice of Lease	N/A	1033803 Ontario Inc.	Bondfield Construction Company Limited
YR2706717	July 25, 2017	Charge	\$90M	1033803 Ontario Inc.	Bridging Finance Inc.
YR2706718	July 25, 2017	Notice of Assignment of Rents-General	N/A	1033803 Ontario Inc.	Bridging Finance Inc.

**SCHEDULE "D"**  
**PERMITTED ENCUMBRANCES**

**PART I      GENERAL PERMITTED ENCUMBRANCES**

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates to the extent adjusted for under this Agreement.
2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
3. Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including without limitation, subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements; provided same have been complied with or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant Governmental Authority or regulated utility.
4. Any unregistered easement, right-of-way, agreements or other unregistered interest of claims not disclosed by registered title provided same does not materially impact the Purchaser's intended use of the Lands.
5. Any encroachments or other discrepancies that might be revealed by an up-to-date plan of survey of the Lands.
6. Such other minor Encumbrances or defects in title which do not, individually or in the aggregate, materially affect the use, enjoyment or value of the Lands or any part thereof, or materially impair the value thereof.
7. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
8. The following exceptions and qualifications contained in Section 44(1) of the *Land Titles Act* (Ontario) paragraphs 7, 8, 9, 10, 12 and 14.

**PART II      SPECIFIC PERMITTED ENCUMBRANCES**

1. Instrument No. LT1020936 registered on January 9, 1995 being a notice of agreement in favour of The Corporation of the City of Vaughan.
2. Instrument No. LT1042961 registered on June 21, 1995 being a notice of subdivision agreement in favour of The Corporation of the City of Vaughan.
3. Instrument No. LT1055473 registered on August 24, 1995 being a transfer of easement in favour of Vaughan Hydro-Electric Commission.

Unregistered lease dated as of the 3rd day of April, 2019 between KSV Kofman Inc., in its capacity as Court-appointed receiver of all of the assets, undertaking and properties of 1033803 Ontario Inc., and not in its personal capacity, as landlord, and Bondfield Construction Company Limited, as tenant.



**BRIDGING FINANCE INC.,**  
as agent for **2665405 ONTARIO INC.**  
Applicant

**1033803 ONTARIO INC. and**  
**1087507 ONTARIO LIMITED**  
Respondents

Court File No.

CV-18-608978-00CL

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

Proceedings commenced in Toronto

**APPROVAL AND VESTING ORDER**  
**(Returnable May 30, 2019)**  
**(Approval of Basaltic Transaction)**

**TORYS LLP**

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Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver