

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

THE HONOURABLE MR.)	FRIDAY, THE 23 RD DAY
)	
JUSTICE OSBORNE)	DAY OF SEPTEMBER, 2022

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
THE SANDERSON-HAROLD COMPANY LIMITED, C.O.B. AS PARIS KITCHENS
IN THE CITY OF VAUGHAN, IN THE PROVINCE OF ONTARIO**

APPROVAL AND VESTING ORDER

THIS MOTION, made by The Sanderson-Harold Company Limited, c.o.b. as Paris Kitchens (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement (the “**Sale Agreement**”) between the Debtor and 2486666 Ontario Inc. (“**248 Ontario**”) entered into on August 26, 2022 and appended to the Third Report of the Proposal Trustee, KSV Restructuring Inc. (the “**Proposal Trustee**”) dated September 16, 2022 (the “**Third Report**”), and assigned by 248 Ontario to 1000296348 Ontario Inc. (the “**Purchaser**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day at Toronto via video conference.

ON READING the Third Report and the appendices thereto, and on hearing the submissions of counsel for the Proposal Trustee and counsel for the Debtor, and such other counsel as listed on the Participant Information Form, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Antoinette De Pinto sworn September 16, 2022, filed:

1. **THIS COURT ORDERS** that the time for service and filing of the notice of this motion and the motion record of the Debtor is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Debtor is hereby authorized and approved, with such minor amendments as the Debtor and the Proposal Trustee may deem necessary. The Debtor and the Proposal Trustee are 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 Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale 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 orders made in this proceeding (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 "B"** hereto); and (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.
4. **THIS COURT DIRECTS** that upon registration in the Land Registry Office for the Land Titles Division of Brant (No. 2) 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 enter the Purchaser as the owner of the real property described in **Schedule "C"** hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Encumbrances listed in **Schedule "D"** 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 Proposal Trustee'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.

6. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Debtor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor'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 the Debtor.

8. **THIS COURT ORDERS** that, notwithstanding:

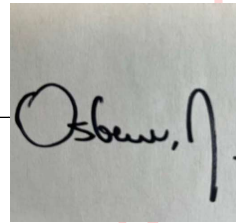
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made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

9. **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 Proposal Trustee 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that this Order is effective from the date it is made and is enforceable without any need for entry and filing.

A rectangular box containing a handwritten signature in black ink, which appears to read "Osborn, J.". The signature is written over a horizontal line.

2022.09.

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Schedule A – Form of Proposal Trustee’s Certificate

Court File No. BK-22-02835198-0031

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

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
THE SANDERSON-HAROLD COMPANY LIMITED, C.O.B. AS PARIS KITCHENS
IN THE CITY OF VAUGHAN, IN THE PROVINCE OF ONTARIO**

PROPOSAL TRUSTEE’S CERTIFICATE

RECITALS

A. Pursuant to a Notice of Intention to Make a Proposal, filed May 31, 2022, by The Sanderson-Harold Company Limited, c.o.b. as Paris Kitchens (“**the Debtor**”) under Section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3, KSV Restructuring Inc. was appointed as the Proposal Trustee in these proceedings (the “**Proposal Trustee**”).

B. Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (the “**Court**”) dated September 23, 2022, the Court approved the Asset Purchase Agreement entered into on August 26, 2022 (the “**Sale Agreement**”) between the Debtor and 2486666 Ontario Inc. (“**248 Ontario**”), and assigned by 248 Ontario to 1000296348 Ontario Inc. (the “**Purchaser**”), and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the purchased assets (as described in the Sale Agreement) (the “**Purchased Assets**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee 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; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Proposal Trustee 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.
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.

This Certificate was delivered by the Proposal Trustee at _____ [TIME] on _____ [DATE].

KSV RESTRUCTURING INC., in its capacity as Proposal Trustee named in the Notice of Intention to Make a Proposal of The Sanderson-Harold Company Limited, c.o.b. as Paris Kitchens, and not in its personal or corporate capacities

Per: _____

Name:

Title:

Schedule B – Permitted Encumbrances, Easements and Restrictive Covenants

No.	Registration No.	Registration Date	Instrument Type	Parties To	PIN
1.	2R4155	1992/03/06	Plan Reference	N/A	33024 – 0741

Schedule C – Real Property

23 Railway Street, Paris, Ontario, legally described as:

PIN	32024 – 0739 LT
DESCRIPTION	PT LT 24, BLK 21, PL 492 PARIS; PT LT 32, CON 1, SOUTH DUMFRIES, AS IN A224350 (SECONDLY) EXCEPT PT 1, 2R7375; COUNTY OF BRANT

PIN	32024 – 0741 LT
DESCRIPTION	PT BLK 6, PL 492 & PT LT 32, CON 1, TOWN OF PARIS, PT 1, 2R4155 EXCEPT PT 2, 2R7375; T/W A418033; COUNTY OF BRANT

Schedule D – Encumbrances to be Deleted and Expunged from Title to the Property

No.	Registration No.	Registration Date	Instrument Type	Parties To	PIN
1.	BC418965	2021/12/10	Charge	Pillar Capital Corp.	32024 – 0739, 32024 – 0741
2.	BC418966	2021/12/10	No Assng Rent Gen	Pillar Capital Corp.	32024 – 0739, 32024 – 0741
3.	BC418985	2021/12/10	Charge	Bank of Montreal	32024 – 0739, 32024 – 0741

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF THE SANDERSON-HAROLD COMPANY
LIMITED, C.O.B. AS PARIS KITCHENS**

Estate/Court File No.: BK-22-02835198-0031

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SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

APPROVAL AND VESTING ORDER

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Limited, c.o.b. as Paris Kitchens**