



Court File No. CV-24-00714543-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
JUSTICE MYERS)
MONDAY, THE 11th
DAY OF MAY, 2026

B E T W E E N:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

**759 WINSTON CHURCHILL GP INC., 759 WINSTON CHURCHILL L.P., 688
SOUTHDOWN GP INC., 688 SOUTHDOWN LP, 2226 ROYAL WINDSOR GP INC. and
2226 ROYAL WINDSOR LP**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

APPROVAL AND VESTING ORDER

THIS MOTION, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of, among other things, the real property legally described in Schedule “A” to the Second Amended and Restated Appointment Order dated April 28, 2025 (as amended, restated and/or supplemented from time to time, the “**Receivership Order**”) (the “**Real Property**”) and all present and future assets, undertakings and personal property of 759 Winston Churchill GP Inc. (“**Churchill GP**”), 759 Winston Churchill L.P.

(“**Churchill LP**”), 688 Southdown GP Inc. (“**Southdown GP**”), 688 Southdown LP (“**Southdown LP**”), 2226 Royal Windsor GP Inc. (“**Royal Windsor GP**”) and 2226 Royal Windsor LP (“**Royal Windsor LP**” and together with Churchill GP, Churchill LP, Southdown GP, Southdown LP and Royal Windsor GP, the “**Debtors**” and each a “**Debtor**”), including all permits and deposits paid and obtained on behalf of a Debtor, located at, related to, used in connection with or arising from or out of the Real Property or which is necessary to the use and operation of the Real Property, including all proceeds therefrom, and excluding all security granted by Churchill GP to The Toronto-Dominion Bank in connection with the four (4) letters of credit issued by The Toronto-Dominion Bank with Churchill GP as Applicant (collectively with the Real Property, the “**Property**”), for an order, *inter alia*, (a) approving the sale transaction (the “**Transaction**”) contemplated by the Stalking Horse Agreement of Purchase and Sale dated November 6, 2025 between the Receiver and KingSett Mortgage Corporation (“**KingSett**”) (as amended on April 17, 2026 and May 8, 2026, and as assigned by KingSett, as assignor, and assumed by KS 688 Southdown Holdings Inc. (the “**Southdown Purchaser**”) and KS 2226 Royal Windsor Holdings Inc. (the “**Royal Windsor Purchaser**” and together with the Southdown Purchaser, collectively the “**Purchasers**” and each a “**Purchaser**”), as assignees, pursuant to an assignment and assumption of purchase agreement dated April 23, 2026, and as may be further amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, the “**Sale Agreement**”); (b) vesting in the relevant Purchaser (as set forth below) the right, title and interest of Southdown GP, Southdown LP, Royal Windsor GP and Royal Windsor LP (collectively, the “**Vendors**” and each, a “**Vendor**”), as the case may be, in and to the relevant Purchased Assets (as defined in the Sale Agreement); and (c) sealing the Confidential Exhibit “1” to the Fourth Report (as defined herein), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion of the Receiver, the Fourth Report of the Receiver dated April 17, 2026 and the Appendices thereto (the “**Fourth Report**”) and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one else appearing for any other person on the service list, although duly served as appears from the affidavit of Marleigh Dick affirmed April 20, 2026, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Sale Agreement or the Fourth Report, as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS** 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 each of the relevant Purchasers, as the case may be.
4. **THIS COURT ORDERS** that upon the delivery of a Receiver’s certificate to the Purchasers substantially in the form attached as **Schedule “A”** hereto (the “**Receiver's Certificate**”), all of the Purchased Assets, including, without limitation, all of the Vendors' right,

title and interest in and to the Real Property listed on **Schedule “B”** hereto (collectively, the “**Subject Properties**” and each a “**Subject Property**”), shall vest absolutely in the relevant Purchaser (as set forth below), 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, notices of lease, subleases licences, restrictions, options, judgments, liabilities, 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 Justice Cavanagh made on May 30, 2024, as amended; (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 unregistered Permitted Encumbrances (as defined in the Sale Agreement) or the leases, permitted encumbrances, easements and restrictive covenants listed on **Schedule “D”**), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets shall be expunged and discharged as against the Purchased Assets upon the delivery of the Receiver’s Certificate.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division 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 as follows:

- (a) to enter the Southdown Purchaser as the owner of the Southdown Property (as defined in **Schedule “B”** hereto) in fee simple and to delete and expunge from title to the Southdown Property all of the applicable Claims listed in **Schedule “C”** hereto; and
- (b) to enter the Royal Windsor Purchaser as the owner of the Royal Windsor Property (as defined in **Schedule “B”** hereto) in fee simple and to delete and expunge from title to the Royal Windsor Property all of the applicable Claims listed in **Schedule “C”** hereto.

6. **THIS COURT ORDERS** that the Land Registrar shall vest title as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every Vendor, either before or after the date of this Order.

7. **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.

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

DISTRIBUTION

9. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, without further order of the Court, to pay any amounts outstanding in respect of Priority Payables from the net proceeds of the sale of the Purchased Assets following Closing (collectively, the “**Distributions**” and each a “**Distribution**”), which payments shall fully and finally satisfy such Priority Claims.

10. **THIS COURT ORDERS** that the Receiver is hereby authorized to take all reasonably necessary steps and actions to effect the Distributions pursuant to paragraph 9 of this Order and, without in any way limiting the protections afforded to the Receiver by the BIA, the Receivership Order, or any other order of this Court, the Receiver shall not incur any liability as a result of making the Distributions.

11. **THIS COURT ORDERS** that notwithstanding anything else contained in this Order, each of the payments and distributions provided for in this Order shall be made free and clear of 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, including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by orders in the receivership proceedings of the Debtors; and (b) all charges, security interests, liens, trusts, or claims evidenced by registrations pursuant to the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended or any other personal property or real property registry system.

12. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment

or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order. Notwithstanding any withholding or deduction, each person receiving a Distribution will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental authority (including income and other tax obligations) on account of such Distribution.

13. **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
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in the Purchasers and any payments or distributions made pursuant to this Order are final and irreversible and 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 they 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 they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

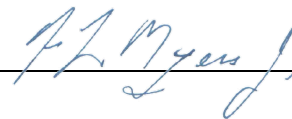
SEALING

14. **THIS COURT ORDERS** that Confidential Appendix “1” to the Fourth Report shall be sealed, kept confidential and not form part of the public record until the earlier of (a) closing of the Transaction contemplated under the Sale Agreement and (b) further Order of this Court sought on not less than seven (7) days notice to the Receiver.

GENERAL

15. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals and 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 respective agents in carrying out the terms of this Order.



Justice FL Myers Digitally signed by Justice FL
Myers
Date: 2026.06.02 09:09:54 -04'00'

Schedule “A” (AVO) – Form of Receiver’s Certificate

Court File No. CV-24-00714543-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

**759 WINSTON CHURCHILL GP INC., 759 WINSTON CHURCHILL L.P., 688
SOUTHDOWN GP INC., 688 SOUTHDOWN LP, 2226 ROYAL WINDSOR GP INC. and
2226 ROYAL WINDSOR LP**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Peter J. Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on May 30, 2024, as amended, restated and supplemented from time to time, KSV Restructuring Inc. was appointed as the receiver and manager (in such capacity, the “**Receiver**”) of, among other things, the real property legally described in **Exhibit “A”** hereto (the “**Real Property**”) and all present and future assets, undertakings and personal property of 688 Southdown GP Inc. (“**Southdown GP**”), 688 Southdown LP (“**Southdown LP**”), 2226 Royal Windsor GP Inc. (“**Royal Windsor GP**”) and 2226 Royal Windsor LP (“**Royal Windsor LP**” and together with Southdown GP, Southdown LP and Royal Windsor GP, the “**Vendors**” and each a “**Vendor**”), including all permits and deposits paid and obtained on behalf of a Vendor,

located at, related to, used in connection with or arising from or out of the Real Property, including all proceeds therefrom (collectively with the Real Property, the “**Property**”).

- B. Pursuant to an Order of the Court dated May 11, 2026 (the “**Approval and Vesting Order**”), the Court approved the Stalking Horse Agreement of Purchase and Sale between the Receiver and KingSett Mortgage Corporation (“**KingSett**”) dated November 6, 2025 (as amended on April 17, 2026 and May 8, 2026, and as assigned by KingSett, as assignor, and assumed by KS 688 Southdown Holdings Inc. (the “**Southdown Purchaser**”) and KS 2226 Royal Windsor Holdings Inc. (the “**Royal Windsor Purchaser**” and together with the Southdown Purchaser, collectively the “**Purchasers**” and each a “**Purchaser**”), as assignees, pursuant to an assignment and assumption of purchase agreement dated April 23, 2026, and as may be further amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms of the Approval and Vesting Order, the “**Sale Agreement**”), and provided for the vesting in the relevant Purchaser of the relevant Vendors’ right, title and interest in and to the relevant 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 Purchasers of a certificate confirming: (i) the payment by the Purchasers 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 Purchasers; 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 or the Approval and Vesting Order, as the case may be.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have 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 Purchasers, as applicable;
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 RESTRUCTURING INC., in its capacity
as Receiver, and not in its personal or
corporate capacity**

Per: _____
Name:
Title:

EXHIBIT "A"

REAL PROPERTY

PART I: Royal Windsor Property – 2226 Royal Windsor Drive, Mississauga, Ontario

PIN: 13493-0190 (LT)

PT LT 31, 32 CON 3 SDS DES PTS 1, 2 PL 43R11375 SAVE & EXCEPT PTS 1,2,3 PL 43R21957, EXCEPT PT 1 43R22260, EXCEPT PT 1 43R25470, EXCEPT PTS 1, 2, 3 PL 43R25635, EXCEPT PT 1 PL 43R28305 MISSISSAUGA.S/T EASEMENT IN FAVOUR OF INTERPROVINCIAL PIPE LINE COMPANY OVER PT LT 32 CON 3 SDS DES PT 2 PL 43R11375 EXCEPT PT 2 PL 43R21957 AS IN TT102320, TT104152.T/W EASEMENT OVER PT LT 32 CON 3 SDS DES PT 3 PL 43R21957 AS IN LT1712946

PART II: Southdown Property – 688 Southdown Road, Mississauga, Ontario

PIN: 13493-0044 (LT)

PT LT 31 CON 3 SDS TORONTO; PT LT 32 CON 3 SDS TORONTO PTS 1 TO 6, 8, 43R13084; S/T TT129899; S/T TT103210, TT103804, TT153650, VS163947, VS42085, VS58563 MISSISSAUGA

Schedule “B” (AVO) – Legal Description of the Subject Properties**PART I: Royal Windsor – 2226 Royal Windsor Drive, Mississauga, Ontario**

PIN: 13493-0190 (LT)

PT LT 31, 32 CON 3 SDS DES PTS 1, 2 PL 43R11375 SAVE & EXCEPT PTS 1,2,3 PL 43R21957, EXCEPT PT 1 43R22260, EXCEPT PT 1 43R25470, EXCEPT PTS 1, 2, 3 PL 43R25635, EXCEPT PT 1 PL 43R28305 MISSISSAUGA.S/T EASEMENT IN FAVOUR OF INTERPROVINCIAL PIPE LINE COMPANY OVER PT LT 32 CON 3 SDS DES PT 2 PL 43R11375 EXCEPT PT 2 PL 43R21957 AS IN TT102320, TT104152.T/W EASEMENT OVER PT LT 32 CON 3 SDS DES PT 3 PL 43R21957 AS IN LT1712946

(the “**Royal Windsor Property**”)

PART II: Southdown Lands – 688 Southdown Road, Mississauga, Ontario

PIN: 13493-0044 (LT)

PT LT 31 CON 3 SDS TORONTO; PT LT 32 CON 3 SDS TORONTO PTS 1 TO 6, 8, 43R13084; S/T TT129899; S/T TT103210, TT103804, TT153650, VS163947, VS42085, VS58563 MISSISSAUGA

(the “**Southdown Property**”)

Schedule “C” (AVO) – Instruments to be Deleted from Title**Royal Windsor Property:**

1. Charge by Partnership by 2226 Royal Windsor GP Inc. and 2226 Royal Windsor LP in favour of KingSett Mortgage Corporation in the principal amount of \$43,750,000 registered on July 8, 2022, as Instrument No. PR4082507;
2. General Assignment of Rents between 2226 Royal Windsor GP Inc. and 2226 Royal Windsor LP and KingSett Mortgage Corporation registered on July 8, 2022, as Instrument Number PR4052508;
3. Charge by Partnership by 2226 Royal Windsor GP Inc. and 2226 Royal Windsor LP in favour of KingSett Mortgage Corporation in the principal amount of \$100,000,000 registered on March 4, 2024, as Instrument No. 4308680; and
4. Application Court Order re: Receivership Order registered on May 31, 2024 as Instrument No. PR4338032.

Southdown Property:

1. Charge/Mortgage from 688 Southdown GP Inc. in favour of KingSett Mortgage Corporation in the principal amount of \$193,750,000 registered on September 15, 2021, as Instrument Number PR909580;
2. General Assignment of Rents from 688 Southdown GP Inc. in favour of KingSett Mortgage Corporation registered on September 15, 2021, as Instrument Number PR3909581;
3. Charge from 688 Southdown GP Inc. in favour of 7037619 Canada Inc. in the principal amount of \$20,000,000 registered on September 15, 2021, as Instrument Number PR3909582;
4. Notice between Southdown and KingSett Mortgage Corporation registered on June 16, 2023, as Instrument No. PR4212934;
5. Postponement of Interest registered on June 16, 2023, as Instrument Number PR4212935, postponing the Charge/Mortgage registered as Instrument No. PR3909582 in favour of Instrument Number PR3909580;
6. Construction Lien in favour of Kenaidan Contracting Ltd. in the principal amount of \$9,572,190, registered on December 28, 2023 as Instrument No. PR4288556;
7. Charge/Mortgage granted by 688 Southdown GP Inc. in favour of KingSett Mortgage Corporation in the principal amount of \$43,750,000 registered on January 12, 2024, as Instrument Number PR4292044;
8. General Assignment of Rents between 688 Southdown GP Inc. and KingSett Mortgage Corporation registered on January 12, 2024, as Instrument Number PR4292045;

9. Construction Lien in favour of Soilcan Inc. in the principal amount of \$3,950,495, registered on January 25, 2024 as Instrument No. PR4295545;
10. Certificate registered by Soilcan Inc. in respect of Instrument No. PR4295545 registered on February 2, 2024 as Instrument No. PR4299203;
11. Certificate registered by Kenaidan Contracting Ltd. in respect of Instrument No. PR4288556 registered on February 16, 2024 as Instrument No. PR4303484; and
12. Charge/Mortgage granted by 688 Southdown GP Inc. in favour of KingSett Mortgage Corporation in the principal amount of \$198,750,000 registered on March 4, 2024, as Instrument Number PR4308681; and
13. Application Court Order re: Receivership Order registered on May 31, 2024 as Instrument No. PR4338032.

Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants related to the Lands

(Unaffected by the Vesting Order)

Royal Windsor Lands

PIN: 13493-0190 (LT)

1. The exceptions and qualifications set out in the Section 44(1) of the *Land Titles Act* (Ontario), except any exceptions therefrom as noted on the parcel register for the Lands.
2. Miscellaneous Plan registered on March 12, 1957 as Instrument No. TT102320.
3. Transfer Easement registered on June 25, 1957 in favour of Interprovincial Pipe Line Company as Instrument No. TT104152.
4. Reference Plan registered on January 6, 1984 as Instrument No. 43R11375.
5. Reference Plan registered on March 27, 1984 as Instrument No. 43R11520.
6. Reference Plan registered on August 28, 1990 as Instrument No. 43R18046.
7. Notice (Agreement with Lushes Avenue Developments Inc., as servient landowner, concerning warning clauses in respect of facilities operated by Standard Radio Inc.) registered on March 22, 2006 in favour of Standard Radio Inc. as Instrument No. PR1032278.
8. Notice (Agreement with Casaco Developments Inc., as servient landowner, concerning warning clauses in respect of facilities operated by Standard Radio Inc.) registered on March 22, 2006 in favour of Standard Radio Inc. as Instrument No. PR10323308.
9. Notice of Lease registered November 5, 2007 in favour of 4382072 Canada Inc., Astral Media Radio (Toronto) Inc. and Astral Media Radio G.P. as Instrument No. PR1366922.
10. Land Registrar's Order registered on May 24, 2022 as Instrument No. PR4056044.
11. Transfer from Slight Communications Inc. to 2226 Royal Windsor LP and 2226 Royal Windsor GP Inc. registered on July 8, 2022 as Instrument No. PR4082506.

Southdown Lands

PIN: 13493-0044(LT)

1. The exceptions and qualifications set out in the Section 44(1) of the *Land Titles Act* (Ontario), except paragraph 11, paragraph 14, Provincial succession duties and escheats or forfeiture to the Crown, the rights of any person who would, but for the *Land Titles Act*, be entitled to the land or any part of if through length of adverse possession, prescription, misdescription or boundaries settled by convention, and any lease to which Subsection 70(2) of the *Registry Act* applies.
2. Miscellaneous Plan registered on March 12, 1957 as Instrument No. TT102320.
3. Transfer Easement registered May 3, 1957 in favour of Interprovincial Pile Lime Company as Instrument No. TT103210.
4. Transfer Easement registered June 7, 1957 in favour of Interprovincial Pile Lime Company as Instrument No. TT103804.
5. Transfer Easement registered April 25, 1963 in favour of The Corporation of the Township of Toronto as Instrument No. TT153650.
6. Transfer Easement registered June 15, 1967 in favour of The Corporation of the Township of Toronto as Instrument No. VS42085.
7. Transfer Easement registered November 24, 1967 in favour of The Corporation of the Township of Toronto as Instrument No. VS58563.
8. Reference Plan registered April 6, 1970 as Instrument No. RD212.
9. Transfer Easement registered March 4, 1971 in favour of Ontario Water Resources Commission as Instrument No. VS163947.
10. Reference Plan registered March 27, 1984 as Instrument No. 43R11520.
11. Misc. Deposit Plan registered June 27, 1984 as Instrument No. RO685007.
12. Misc. Deposit Plan registered June 27, 1984 as Instrument No. RO68508.
13. Reference Plan registered December 23, 1985 as Instrument No. 43R13084.
14. Reference Plan registered March 5, 1986 as Instrument No. 43R13275.
15. Notice of Claim (under subsection 113(2) of the *Registry Act* for a Right-of-Way) registered May 12, 1994 in favour of Interprovincial Pipeline Linc. as Instrument No. RO1065043.
16. Order (Minister's Transfer Order concerning the West Trunk Sewer granted by the Ontario Clean Water Agency to the Regional Municipality of Peel) registered June 23, 1998 as Instrument No. RO1172408.

17. Notice (of an interest in the Permanent Sanitary Sewer Easements) registered May 25, 2011 (relating to Instrument Nos. VS42085 and VS58563) in favour of The Regional Municipality of Peel as Instrument No. PR2007703.
18. Certificate (Certificate of Approval for a Waste Disposal Site) registered May 17, 2013 in favour of the Ministry of the Environmental as Instrument No. PR2370039.
19. Reference Plan registered on November 30, 2016 as Instrument No. 43R37438.
20. Application to Annex Restrictive Covenant registered September 15, 2021 as Instrument No. PR3909221.
21. Notice from 7097619 Canada Inc. registered on September 15, 2021, as Instrument Number PR3909619.
22. Transfer from 7037619 Canada Inc. to 688 Southdown GP Inc. registered on September 15, 2021 as Instrument No. PR3909579.

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**KINGSETT MORTGAGE
CORPORATION**

and

**759 WINSTON CHURCHILL GP INC., 759 WINSTON CHURCHILL L.P., 688
SOUTHDOWN GP INC., 688 SOUTHDOWN LP, 2226 ROYAL WINDSOR GP INC.
and 2226 ROYAL WINDSOR LP**

Applicant

Respondents

Court File No.: CV-24-00714543-00CL

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

Proceedings commenced in Toronto

APPROVAL AND VESTING ORDER

OSLER, HOSKIN & HARCOURT LLP

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Lawyers for KSV Restructuring Inc. in its capacity as
Receiver