

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

THE HONOURABLE MR.) TUESDAY, THE 8th
JUSTICE DUNPHY) DAY OF JUNE, 2021

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

APPROVAL AND VESTING ORDER

THIS MOTION made by BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of 10268054 Canada Corp. ("**102co**") for the relief set out in the Notice of Motion dated May 31, 2021, including the approval of the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement between the Receiver in its capacity as Receiver of 102co and 12931109 Canada Inc. (the "**Purchaser**") made as of May 17, 2021 (the "**Sale Agreement**"), vesting in the Purchaser 102co's (the "**Debtor**") right, title, benefit and interest in the assets described in the Sale Agreement (the "**Purchased Assets**") and approving the disclaimer of all agreements of purchase and sale entered into by 102co in respect of the condominium development that was to be constructed at the property municipally known as 135 Mandrake Street, Ajax, Ontario (the "**Project**") was heard this day by videoconference as a result of the Covid-19 pandemic.

ON READING the Motion Record of the Receiver and the Second Report of the Receiver dated May 31, 2021 (the "**Receiver's Second Report**"), the Affidavit of Irving Marks sworn May 28, 2021 (the "**Robins Fee Affidavit**") and the Affidavit of Josie Parisi sworn May 31, 2021 (the "**BDO Fee Affidavit**") and on hearing the submissions of counsel for the Receiver and any such other counsel or individual as were present, no one appearing for any other person on the service list, although properly served as evidenced by the Affidavits of Wendy Lee sworn June 1 and June 4, 2021, filed.

1. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Asset Purchase 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.

3. **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 of 102co's right, title, benefit and interest in and to the Purchased Assets described in the Asset Purchase 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, and all purchase and sale agreements entered into by 102co for the sale of condominium dwelling units in a proposed condominium development on the Lands (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order dated January 14, 2021; (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 B** 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 C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby terminated, expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the applicable land registry office or land titles office of a Transfer/Deed of Land or equivalent document, or of an application for registration of this Order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby directed to enter the Purchaser as the owner of the subject 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 B** 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 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.

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

7. **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 102co and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of 102co;

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 102co and shall not be void or voidable by creditors of 102co, 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.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from Section 6(3) of the *Retail Sales Act* (Ontario).

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 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.



A handwritten signature in black ink, appearing to read "A. D. G.", is written above a horizontal line. Below the line, there is a large, sweeping, oval-shaped flourish that extends to the right and then loops back towards the center.

Schedule A- Form of Receiver's Certificate

Court File No. CV-20-00652174-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND

TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE

Defendants

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Dietrich of the Ontario Superior Court of Justice (the "**Court**") dated January 14, 2021, BDO Canada Limited was appointed as receiver and manager (the "**Receiver**") of the assets, undertakings and properties of 10268054 Canada Corp. ("**102 Corp**").

B. Pursuant to an Order of the Court dated June 8, 2021, the Court approved the agreement of purchase and sale made as of May 17, 2021 (the "**Asset Purchase Agreement**") between the Receiver and 12931109 Canada Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of 102 Corp's right, title and interest in and to the Purchased Assets, 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 Asset Purchase 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.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase 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 Asset Purchase Agreement;
2. The conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

BDO Canada Limited, in its capacity as Receiver, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B

A. Claims to be Deleted and Expunged from Title to Real Property

1. Instrument No. DR1762699 being a Charge in favour of Centurion Mortgage Capital Corporation
2. Instrument No. DR1762700 being a Notice of Assignment of Rents in favour of Centurion Mortgage Capital Corporation
3. Instrument No. DR1762723 being a Charge in favour of Westmount Guarantee Services Inc.
4. Instrument No. DR1809576 being a Charge in favour of Garrison Hill Developments Inc. and Kimila Treasure Campbell Greaux
5. Instrument No. DR1809577 being a Notice of Assignment of Rents in favour of Garrison Hill Developments Inc. and Kimila Treasure Campbell Greaux
6. Instrument No. DR1821027 being a Charge in favour of 2086752 Ontario Inc., Saccucci, Emilio and Saccucci, Concetta
7. Instrument No. DR1821028 being a Notice of Assignment of Rents in favour of 2086752 Ontario Inc., Saccucci, Emilio and Saccucci, Concetta
8. Instrument No. DR1821038 being a Postponement by Garrison Hill Developments Inc.
9. Instrument No. DR1821039 being a Postponement by Garrison Hill Developments Inc.
10. Instrument No. DR1874554 being a Charge in favour of Diversified Capital Inc.
11. Instrument No. DR1874555 being a Restrictive Covenant
12. Instrument No. DR1905814 being an Application to Change Name
13. Instrument No. DR1905821 being a Transfer Of Charge to Diversified Capital Inc.
14. Instrument No. DR1905822 being a Notice of Assignment of Rents
15. Instrument No. DR1937533 being a Charge in favour of 5023018 Ontario Inc.
16. Instrument No. DR1969025 being a Court Order

B. Purchase And Sale Agreements Entered Into By 102 Corp To Be Terminated

Purchaser Name	Suite Number
George Mathew, Giften Mathew	8

George Mathew, Giften Mathew	9
Skyz Investment	16
Skyz Investment	17
Harpreet Roopra	TH3
Harpreet Roopra	TH4
2485215 Ontario Inc.	TH15
2485215 Ontario Inc.	TH28
2599055 Ontario Inc.	TH31
2712694 Ontario Inc. and Rupali Dey	TH34
2599055 Ontario Inc.	TH42

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
Related to the Real Property**

(Unaffected by the Vesting Order)

1. Instrument No. LT258311
2. Instrument No. LT258742
3. Instrument No. LT268257
4. Instrument No. LT417675
5. Instrument No. 40R20665
6. Instrument No. 40R21765
7. Instrument No. DR431407
8. Instrument No. 40R26339

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court FileNo.:CV-20-006521714-00CL

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

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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Lawyers for the Receiver, BDO Canada Limited