

Hfx No. 539955
Estate No. 51-3176229
Estate No. 51-3176186
Estate No. 51-3175914
Estate No. 51-3176190
Estate No. 51-3176175

Supreme Court of Nova Scotia
in Bankruptcy and Insolvency

**In the Matter of the Notice of Intention to Make a Proposal under the
Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended, of Annapolis
Management, Inc., Ruby, LLP, BSL Holdings Limited, 3337151 Nova Scotia
Limited and 4551650 Nova Scotia Limited**

Sale Approval and Vesting Order

Before the Honourable Justice John A. Keith in chambers

Whereas on January 20, 2025, Annapolis Management, Inc., Ruby, LLP, BSL Holdings Limited, 3337151 Nova Scotia Limited and 4551650 Nova Scotia Limited (collectively the “**Caryi Group of Companies**”), filed Notices of Intention to Make a Proposal (“**NOI**”) pursuant to §50.4 of the *Bankruptcy and Insolvency Act* (“**BIA**”) and Deloitte Restructuring Inc. was named as the Proposal Trustee (“**Deloitte**”);

And Whereas this initial statutory stay of proceedings was extended by orders of this Court dated February 18, 2025, April 4, 2025, and May 16, 2025;

And Whereas this Court issued an order approving a sales and investment solicitation process (“**SISP**”) on February 18, 2025;

And Whereas Deloitte conducted the SISP as regards the assets, property and undertakings of Annapolis Management, Inc., Ruby, LLP, BSL Holdings Limited, 3337151 Nova Scotia Limited and 4551650 Nova Scotia Limited (“**455**”) in accordance with the SISP Order;

And Whereas at the conclusion of the SISP, Deloitte designated the APS (as defined herein) as a successful bid for the Purchased Assets (as defined herein).

And Whereas the Caryi Group of Companies having sought the following relief:

1. An Order abridging time (if required) pursuant to Rule 6 of the *Bankruptcy and Insolvency General Rules*;

2. An Order pursuant to §65.13 of the BIA approving the sale of all of the right, title and interest in the following real property pursuant to an agreement of purchase and sale (the “**APS**”) among 455, as vendor, and Yoshimi Investments Limited (the “**Purchaser**”), as purchaser:

- (i) 1674 Hollis Street, Halifax, Nova Scotia, more particularly described as PID No. 00003236, which is commonly referred to as the “**Sonic Building**”;

(collectively the “**Purchased Assets**”)

on the terms and conditions set out in the APS, and also providing that:

- a. the Purchased Assets shall vest in the Purchaser free and clear of any liens, claims or encumbrances, other than Permitted Encumbrances; and
 - b. the monies payable to the Caryi Group of Companies pursuant to the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets for the purpose of determining the nature and priority of any claims thereto.
3. An Order abridging the time to file a proposal pursuant to §50.4 of the BIA from July 5, 2025, to July 18, 2025; and
4. An Order approving activities and fees of Deloitte and its independent counsel, Stewart McKelvey, as set forth in its fifth report.

And Upon reading the Fifth Report of Deloitte and other materials filed herein;’

And Upon hearing counsel for the Caryi Group of Companies and such other counsel who are present and wish to be heard;

Now Upon Motion of the Caryi Group of Companies the following is ordered:

1. The time for service of the Caryi Group of Companies’ Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.
2. Unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the same meaning given to them in the APS.
3. The sale of the Purchased Assets is hereby approved, and the execution and delivery of the APS by 455 is hereby authorized and approved, with such minor amendments as may be agreed between the Caryi Group of Companies, Deloitte and the Purchaser. Deloitte and the Caryi Group of Companies are hereby authorized and directed to take such additional steps and execute such additional documents, including a Deed, Bill of Sale, Assignment or other general conveyance document, as may be necessary or desirable for the completion of the sale of the Purchased Assets and for the conveyance of the Purchased Assets to the

Purchaser, or to the Purchaser's assignee, nominee or designate, as the case may be pursuant to the APS.

4. Upon the delivery of a Deed and a Proposal Trustee's Certificate, the Proposal Trustee's Certificate to be substantially in the form attached as Schedule "A", hereto (the "**Proposal Trustee's Certificate**") to the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, and closing the sale in accordance with the APS, all of the right, title and interest of 455 in and to the Sonic Building 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 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, any encumbrances or charges created by the previous Orders of this Court in this matter, and all charges, security interests or claims evidenced by registration pursuant to the Nova Scotia **Land Registration Act**, or any other real or personal property registry system, other than Permitted Encumbrances (all of which are collectively referred to as the "**455 Claims**").
5. With respect to the Purchased Assets as more particularly described within Schedule "D" hereto:
 - a. the interests of 455 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 that Purchaser's assignee, nominee or designate pursuant to the APS; and
 - b. upon the registration of a Form 24 attaching a certified copy of this Sale Approval and Vesting Order and the Proposal Trustee 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 may be, the Registrar for that registration district shall remove and release all applicable registered encumbrances listed in Schedule "B" hereto, leaving in place only those permitted encumbrances, easements and restrictive covenants listed on Schedule "C" hereto.
6. For the purpose of determining the nature and priority of any 455 Claims by operation of this Order, the net proceeds from the transactions contemplated by the APS shall stand in the place and stead of the applicable Purchased Assets, and from and after the closing of the such transactions, all 455 Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to such Purchased Assets immediately prior to the closing of such transaction.
7. Notwithstanding:
 - a. the pendency of these proceedings;

b. any applications for a Bankruptcy Order now or hereafter issued pursuant to the BIA in respect of 455, and any bankruptcy order issued pursuant to any such applications; and

c. any assignment in bankruptcy made in respect to the Caryi Group of Companies

the entering into of the APS the transfer of the Purchased Assets to the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, and the vesting of the Purchased Assets in the Purchaser, or that Purchaser's assignee, nominee or designate as the case may be, pursuant to this Order shall be binding upon any Trustee in Bankruptcy that may be appointed in respect of 455 and shall not be void or voidable by creditors of 455 nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at under value, 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.

8. Deloitte shall file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof following the completion of each sale of the Purchased Assets.
9. The stay of proceedings for 455 is extended pursuant to §50.4 of the BIA from July 5, 2025, to July 18, 2025.
10. The activities and fees of Deloitte and Stewart McKelvey contained in the Fifth Report are approved.

Issued this ____ day of July 2025

Deputy Prothonotary

Schedule "A"

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Limited and 4551650 Nova Scotia Limited**

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS:

- A. On January 20, 2025, 4551650 Nova Scotia Limited filed a Notice of Intention to Make a Proposal pursuant to Section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, as amended, and Deloitte Restructuring Inc. (the "**Proposal Trustee**") was named as Proposal Trustee.
- B. Pursuant to an agreement of purchase and sale (the "**APS**") among 4551650 Nova Scotia Limited ("**455**") and Yoshimi Investments Inc. (the "**Purchaser**"), 455 has agreed to sell, and the Purchaser has agreed to purchase, the Purchased Assets.
- C. The Sale Approval and Vesting Order of this Court issued on July 3, 2025, provided for the sale of the Purchased Assets to the Purchaser, vesting the right, title and interests of 455 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 Purchased Assets upon the delivery by the Proposal Trustee to the Grantee of a Certificate in this form.

THE PROPOSAL TRUSTEE CERTIFIES AS FOLLOWS:

- 1. The Purchaser has paid and the Proposal Trustee (or its agent) has received the Purchase Price for the Purchased Assets payable pursuant to the APS.
- 2. The conditions to closing the sale of the Purchased Asset as set out in the APS have been satisfied or waived by 455 and the Purchaser.

3. The sale of the Purchased Asset as contemplated by the APS has been completed to the satisfaction of the Proposal Trustee.
4. Capitalized terms not defined herein shall have the meaning ascribed thereto in the APS.

Dated the _____ day of July 2025.

Deloitte Restructuring Inc., in its capacity as
Proposal Trustee for 4551650 Nova Scotia Limited,
and not in its personal capacity or corporate capacity

Name:

Title:

Schedule “B”
Encumbrances to be Discharged Against the Purchased Assets as follows:

4551650 Nova Scotia Limited – Sonic Building

Pid No. 00003236

Douro Capital Limited mortgage recorded October 25, 2023, as document no. 123258437

4518276 Nova Scotia Limited assignment of leases and rents recorded October 25, 2023, as document no. 123258445

3046475 Nova Scotia Limited mortgage recorded October 26, 2023, as document no. 123260862

Schedule “C”
Permitted Encumbrances

4551650 Nova Scotia Limited – Sonic Building
Pid No. 00003236

Subject to the Permitted Encumbrances as defined in the APS.

**Schedule “D”
Purchased Assets**

4551650 Nova Scotia Limited

1674 Hollis Street, Halifax, Nova Scotia, more particularly described as PID No. 00003236