



No. H230802
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

BANK OF MONTREAL

PETITIONER

AND

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP, HARO AND THURLOW GP LTD., HARLOW HOLDINGS LTD., 1104227 B.C. LTD., CLOUDBREAK HOLDINGS LTD., CM (CANADA) ASSET MANAGEMENT CO. LTD., FORSEED HARO HOLDINGS LTD., 1115830 B.C. LTD., TERRAPOINT DEVELOPMENTS LTD., KANG YU ZOU, WEI DONG, WE ZU, XIA YU AND TREASURE BAY HK LIMITED

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: Deloitte Restructuring Inc., in its capacity as the Court-Appointed Receiver and Manager of Haro-Thurlow Street Project Limited Partnership ("HTLP"), Haro and Thurlow GP Ltd. (the "GP"), and Harlow Holdings Inc. (the "Nominee", and together with HTLP and the GP, the "Debtors"), and not in its personal capacity (the "Receiver")

To: The Respondents

TAKE NOTICE that an application (the "**Application**") will be made by the Receiver before Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, British Columbia on August 23, 2024, for the orders set out in Part 1 below.

The Receiver estimates that the Application will take 1 day.

This matter is not within the jurisdiction of an associate judge. Justice Fitzpatrick is seized of this matter.

Part 1: ORDERS SOUGHT

1. An Approval and Reverse Vesting Order (substantially in the form attached as Schedule "A"), which shall, among other things:

- (a) approve the Offer to Purchase dated August 13, 2024 (the "**Sale Agreement**") between the Receiver and 1045 Haro Street Limited Partnership (the

"Purchaser"), the transaction (the **"Transaction"**) contemplated therein, and grant such other relief as is necessary to give effect to the Transaction; and

- (b) authorize the distribution of certain proceeds of the Transaction to the Bank of Montreal (the **"Bank"**) as agent to the syndicate of the Debtors' senior secured lenders (the **"Syndicate"**).
- 2. An Order (substantially in the form attached as Schedule **"B"**) granting certain declaratory relief with respect to ownership of the **"Real Property"** (as defined in the Sale Agreement) (the **"Ownership Order"**).
- 3. An Order (substantially in the form attached as Schedule **"C"**) approving the Receiver's activities as set out in the First Report of the Receiver dated August 16, 2024 (the **"Report"**) and the First Confidential Report of the Receiver (the **"Confidential Report"**).
- 4. An Order sealing the Confidential Report on the Court file.
- 5. Such further and other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Background

- 1. The history of these receivership proceedings and the Receiver's sale efforts with respect to the assets and undertakings of Debtors is set out in detail in the First Report of the Receiver dated August 16, 2024 (the **"Report"**).
- 2. The Debtors' primary asset is a tenanted commercial and residential complex, with potential for development, on Thurlow street in Vancouver, BC (the **"Property"**).
- 3. The Property is owned by the Nominee. Beneficial title to Property is owned by HTLP. HTLP is beneficially owned by its limited partners, the respondents, 11044227 B.C. Ltd. (**"110"**), as to 45%; Forseed Haro Holdings Ltd. (**"Forseed"**), as to 45%; and Terrapoint Developments Ltd. (**"Terrapoint"**), and together with Forseed and 110, the **"Limited Partners"**), as to 10%.
- 4. Financing to acquire the Property was provided by the Syndicate, who holds a first-ranking mortgage over the Property (among other security). As of July 26, 2024, the Syndicate was owed approximately \$86.7 million in principal and interest (with interest currently accruing at a per diem rate of approximately \$19,500 and fees and costs continuing to accrue).
- 5. The Syndicate's debt is guaranteed by, among others, the members of the CM Group (as defined in the Report), of which 110 is a part, Forseed, and Terrapoint. The Limited Partners (or their affiliates) also hold a second-ranking mortgage over the Property.
- 6. The Debtors have been in default of their obligations to the Syndicate since July 2023.
- 7. Prior to the commencement of these receivership proceedings, the Property was marketed for sale by CBRE Limited (**"CBRE"**). In May 2023, a letter of intent was entered into by 110 with Chard Developments Ltd. (**"Chard"**). This transaction was ultimately not consummated due to disagreement between the Limited Partners.

8. On application of the Bank in December 2023, the Receiver was appointed over the Debtors' property, businesses, and undertakings as of January 12, 2024. The application to appoint the Receiver was contested by 110 and Forseed but supported by Terrapoint (due to concerns on a shortfall on the Syndicate's debt and a call on the guarantee provided by Terrapoint).

9. In order to permit the Debtors the opportunity to redeem the Syndicate's debt, the Receiver's powers to market the Property did not take effect until February 24, 2024. Its powers to sell the Property did not take effect until April 27, 2024 (which was subsequently extended to June 16, 2024 by agreement). To date, no redemption of the Syndicate's debt by the Debtors has occurred.

The Receiver's Sales Process

10. Pursuant to its mandate to maximize recovery for the Debtors' secured lenders, the Receiver commenced sale efforts with respect to the Debtors' assets in March 2024 (the "**Sales Process**").

11. As detailed in the Report, the Receiver engaged CBRE as a broker to list the Property and assist with the Sales Process given, among other considerations, CBRE's knowledge of the Property. Among other steps, as part of its Sales Process the Receiver worked with CBRE to distribute marketing materials with respect to the Property to over 1,600 prospective purchasers, establish a virtual data room with respect to the Property, and conduct tours of the Property.

12. As a result of this Sales Process, on June 28, 2024, the Receiver entered into a purchase and sale agreement with Chard Development Ltd. (the "**Chard PSA**"). Following further negotiations between Chard and the Receiver, the Chard PSA was subsequently restated and replaced with the current Sale Agreement and Transaction for which the Receiver now seeks Court approval.

The Transaction

13. The Transaction, which is described in greater detail in the Report and the Sale Agreement, can be summarized as follows (with defined terms as in the Sale Agreement):

Transaction Structure:	The Transaction is structured through a reverse vesting order, wherein all of the Shares of the Nominee will vest in the Purchaser on closing.
Assumed Contracts and Liabilities:	All Leases (both residential and commercial) with respect to the Property and almost all of the Service Contracts.
Excluded Contracts and Liabilities:	All other contracts and liabilities of the Nominee will transfer to Residual Co.
Discharged Encumbrances:	Certain registered real property and personal property Encumbrances of the Nominee, as are more particularly set out in Schedule D of the Sale Agreement, will be discharged.

Closing Date:	10 days after Court approval.
Break Fee:	If the sale of the Property does not complete due to reasons other than a default of the Purchaser, such as the redemption of the Property or the Court deciding not to pronounce the Vesting Order, or the Receiver presents the Sale Agreement to the Court but another offer is approved by the Court, a break fee of \$250,000 is payable to the Purchaser.

14. As is discussed in greater detail in the Report and the Confidential Report, on July 29, 2024, the Receiver also received an unsolicited offer to purchase the Property from CM Haro Limited Partnership (the “**CM PSA**”). The Receiver understands the CM PSA is a joint bid made by certain entities in or related to the CM Group (as defined in the Report) and Terrapoint (one of the Limited Partners).

The Receiver’s Recommendation

15. Based on the information currently available to it, the Receiver is of the view that the Transaction is the best available at this time and asks this Court to grant the Approval and Reverse Vesting Order.

16. Should this Court decline to approve the Approval and Reverse Vesting Order, the Receiver alternatively seeks approval of the Transaction through an Approval and Vesting Order (which will result in a lower recovery to the estate).

Distribution to the Debtors’ Senior Secured Lenders

17. In connection with approval of the Transaction, the Receiver also seeks an Order permitting it to distribute proceeds of the Transaction to the Bank (as agent to the Syndicate), up to the amount of the Syndicate’s outstanding secured debt.

Part 3: LEGAL BASIS

The Transaction Should be Approved

18. The factors considered by a Court when determining whether to approve a sale in receivership proceedings include:

- (a) whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;
- (b) the interests of all parties;
- (c) the efficacy and integrity of the process by which offers are obtained; and
- (d) whether there has been unfairness in the working out of the process.

***Royal Bank v. Soundair Corp., 1991 CanLII 2727
(ON CA) [Soundair]***

19. Additional considerations apply where the sale sought to be approved will be effected through a reverse vesting order. These factors, which are commonly referred to as the *Harte Gold* factors, ask the Court to consider:

- (a) why is the reverse vesting order necessary in this case;
- (b) does the reverse vesting order structure produce an economic result at least as favourable as any other viable alternative;
- (c) is any stakeholder worse off under the reverse vesting order structure than they would have been under any viable alternative; and
- (d) does the consideration being paid for the debtor's assets reflect the importance of the intangible assets being preserved under the reverse vesting order structure.

Harte Gold Corp. (Re), 2022 ONSC 653 [Harte Gold]

20. In *Peakhill Capital Inc. v. Southview Gardens Limited Partnership*, this Court and the Court of Appeal recently confirmed that: (a) this Court has the jurisdiction to approve a reverse vesting order in receivership proceedings; (b) the *Harte Gold* factors are applicable to an application for approval of a reverse vesting order in receivership proceedings; and (c) deriving additional value for the estate through a saving of property transfer tax is an appropriate use of a reverse vesting order.

Peakhill Capital Inc. v. Southview Gardens Limited Partnership, 2023 BCSC 1476 aff'd 2024 BCCA 246

21. With respect to the considerations set out above, the Receiver submits the following:

- (a) the Sales Process was fair and transparent and resulted in the Property being marketed extensively to potential buyers;
- (b) the Transaction is the best available in the circumstances and represents the best value for the Debtors' assets;
- (c) the Receiver and CBRE do not believe that further time spent marketing the Property will result in a superior transaction;
- (d) the Receiver has conducted itself fairly and reasonably at all times;
- (e) the use of an RVO structure produces a more favourable result than any other viable alternative as it increases recovery to the Debtors' estate through a saving with respect to property transfer tax, as well as facilitating the transfer of the Leases and the Service Contracts; and

- (f) the use of an RVO transaction will not cause any stakeholder to be worse off than it would have been under any viable alternative (with exception of the Province of British Columbia, who will not receive property transfer tax).

The Releases Sought are Appropriate

22. The Approval and Reverse Vesting Order contemplates certain releases with respect to the Receiver, the Nominee, the Purchaser and the Retained Assets (as defined in the Sale Agreement) (the “**Releases**”). The Releases are largely limited to facilitating the implementation of the RVO and the insolvency of the Debtors.

23. In considering whether to approve releases in insolvency proceedings, including in a reverse vesting order, courts have considered several factors. While it is not necessary for each of these factors to apply in order for the proposed release to be granted, they include:

- (a) whether the released claims are rationally connected to the purpose of the restructuring;
- (b) whether the restructuring can succeed without the releases;
- (c) whether the releases benefit the debtors as well as the creditors generally;
- (d) whether the parties being released contributed to the restructuring;
- (e) creditors’ knowledge of the nature and effect of the release; and
- (f) whether the releases are fair, reasonable and not overly-broad.

Harte Gold at paras. 78-86

24. With respect to the Releases being sought, the Receiver submits that:

- (a) the Releases are reasonable and not over-broad;
- (b) the Releases are rationally connected to these receivership proceedings and the Receiver’s efforts to maximize value for the Property;
- (c) the Releases in favour of the Purchaser, the Nominee and the Retained Assets are necessary to complete an RVO transaction, and to that end are beneficial to the Borrowers and their creditors; and
- (d) the parties being released have contributed value to these receivership proceedings.

The Ownership Order

25. In connection with the Transaction, the Purchaser has asked that the Receiver make efforts to obtain either:

- (a) statutory declarations from a number of entities (the Nominee, the GP, HTLP, and the limited partners of HTLP) that speak to the residency of these entities and the beneficial ownership of the Property; or
- (b) a court declaration with respect to the ownership of the Property.

26. The Receiver understands the Purchaser seeks this relief in connection with its obligations with respect to withholding tax pursuant to section 116 of the *Income Tax Act*.

27. While the Receiver has made repeated attempts to obtain these statutory declarations, they have not been provided by certain of the Limited Partners or in a form satisfactory to the Purchaser (with respect to the declarations provided by HTLP, the GP, the Nominee and 110).

28. In accordance with its obligations under the Sale Agreement, the Receiver seeks an order that: (a) HTLP is the sole beneficial owner of the Property; and (b) that the GP (and any other general partner) and the limited partners of HTLP are, collectively, the beneficial owners of all the partnership units of, and interests in, HTLP.

29. Based on the documents and records available to the Receiver, which are attached to Affidavit #1 of Yiota Petrakis made August 16, 2024, and the evidence and pleadings filed in these proceedings, the Receiver understands the following: (a) that 110, Forseed, and Terrapoint are the limited partners of HTLP; and (b) HTLP is the beneficial owner of the Property.

30. The Receiver is not aware of any evidence indicating that this is not the case or that there are other parties who hold a beneficial interest in the Property.

31. The Receiver therefore requests this Court grant the Ownership Order.

Approval of Receiver's Activities

32. The Receiver's activities to date in these receivership proceedings are discussed in summary above and set out in detail in the Report and the Confidential Report.

33. A receiver, as a court-appointed officer with experience acting in insolvency mandates, is entitled to considerable deference. Courts should be reluctant to second-guess the considered business decisions made by a receiver with the benefit of hindsight.

Soundair at para. 16; Peoples Trust Company v Censorio Group (Hastings & Carleton) Holdings Ltd., 2020 BCSC 1013 at para. 47; Chahal v. Chabrra et al, 2014 ONSC 6770 at para. 23

34. The Receiver's activities to date have been consistent with its authority under the Receivership Order and with its mandate to facilitate the preservation and realization of the Debtors' assets, to the benefit of their creditors.

Third Eye Capital Corporation v. Ressources Dianor Inc./Dianor Resources Inc., 2019 ONCA 508 at para. 73

35. The Receiver therefore asks this Court for an Order approving its activities, as set out in the Report and the Confidential Report.

The Sealing Order Should be Granted

36. The test to obtain a sealing order is set out in *Sherman Estates v. Donovan*. An applicant for a sealing order must establish that: (a) court openness poses a serious risk to an important public interest; (b) the order sought is necessary to prevent this serious risk because reasonably alternative measures will not prevent the risk; and (c) as a matter of proportionality, the benefits of the order outweigh its negative effects.

Sherman Estates v. Donovan, 2021 SCC 25 at paras. 38 and 43

37. This Court has previously sealed sale agreements in insolvency proceedings on the basis that disclosure of certain confidential information would be prejudicial to stakeholders.

Walter Energy (Re), 2016 BCSC 1746 at paras. 5-10

38. If disclosed, the information contained in the Confidential Report, which includes information as to the results of the Receiver's Sales Process and the purchase price payable under the Sale Agreement, could negatively impact any future sales process for the Property if the Transaction does not close. In particular, any adverse influence on the value of any future offers in respect of the Property (should the solicitation of further offers prove necessary) would pose a serious risk to the interests of the Debtors' stakeholders, including the Syndicate.

39. The Receiver therefore submits that the proposed sealing order is appropriate and reasonable in the circumstances.

Part 4: MATERIAL TO BE RELIED ON

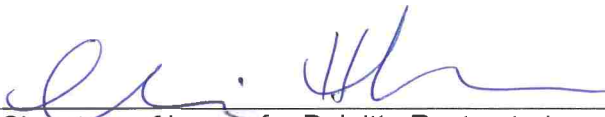
1. First Report of the Receiver dated August 16, 2024;
2. Confidential First Report of the Receiver;
3. Affidavit #1 of Yiota Petrakis made August 16, 2024;
4. The pleadings and materials filed in this action; and
5. Such further and other material as counsel may advise.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that

- (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
- (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: August 16, 2024



Signature of lawyer for Deloitte Restructuring
Inc.
Peter Rubin/Claire Hildebrand

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs of Part 1 of this notice of application

☐ with the following variations and additional terms:

Date: _____

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts

Schedule “A” to Notice of Application

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RESPONDENTS

ORDER MADE AFTER APPLICATION
(APPROVAL AND REVERSE VESTING ORDER)

BEFORE THE HONOURABLE)
JUSTICE FITZPATRICK) August 23, 2024
)

THE APPLICATION of Deloitte Restructuring Inc. in its capacity as Court-appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of Haro-Thurlow Street Project Limited Partnership (the “**LP**”), Haro and Thurlow GP Ltd. (the “**GP**”), and Harlow Holdings Ltd. (the “**Nominee**”, together with the LP and the GP, the “**Debtors**”) , coming on for hearing at Vancouver, British Columbia, on the 23rd day of August, 2024; AND ON HEARING Peter Rubin and Claire Hildebrand, counsel for the Receiver, and those other counsel listed on Schedule “A” hereto; AND UPON READING the material filed, including the First Report of the Receiver dated August 16, 2024,

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. The time for service of the Notice of Application filed August 16, 2024 and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

DEFINED TERMS

2. Capitalized terms contained in this Order not otherwise defined herein shall have the meanings ascribed to them in the Offer to Purchase between the Receiver and 1045 Haro Street Limited Partnership (the “**Purchaser**”) dated August 13, 2024 (the “**Sale Agreement**”), a copy of which is attached as Schedule “B” to this Order.

3. In this Order, the following terms shall bear the meaning given to them below:

- (a) “**Claims**” means 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, all Encumbrances;
- (b) “**Encumbrances**” means (i) any encumbrances or charges created by the Receivership Order of this Court granted January 11, 2024 (the “**Receivership Order**”); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; (iii) all charges, mortgages or claims evidenced by registrations pursuant to the *Land Title Act* of British Columbia; and (iv) all other legal notations, charges, liens, interests, encumbrances or charges, whatsoever (whether registered or unregistered), but excluding the permitted encumbrances listed on Schedule “E” of this Order;
- (c) “**Liability**” means any debt, claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, or

due or to become due and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed;

- (d) **“Retained Assets”** means all right, title and interest of the Nominee, if any, in and to the Real Property, the Leases, the Chattels, and the Service Contracts (to the extent the Purchaser has elected to assume them pursuant to the Sale Agreement and as are set out in Schedule “C” to this Order) and any other assets, property or obligations, which, pursuant to the terms and conditions of the Sale Agreement, are to remain the property of the Nominee after completion of the Transaction;
- (e) **“Transaction”** means the sale transaction contemplated by the Sale Agreement;
- (f) **“Transferred Assets”** means (i) any contracts other than the Leases and the Service Contracts being assumed by the Purchaser (which are assumed are set out in Schedule “C” to this Order); and (ii) any other assets of the Nominee that the Purchaser is not acquiring pursuant to the terms of the Sale Agreement;
- (g) **“Transferred Liabilities”** means (i) all Liability of the Nominee arising or relating to any period prior to the Completion Date, including, but not limited to, Liability owed to lenders, service contractors, or third parties of any kind, except for those listed in Part II of Schedule “D” of the Sale Agreement; (ii) any Liability relating to or arising out of the Transferred Assets; (iii) any Liability of the Nominee for taxes resulting from the Transaction (for the avoidance of doubt this shall not include any GST, property transfer or other taxes payable by the Purchaser in respect of the Transaction pursuant to the Sale Agreement); (iv) all employees, employment agreements, executive personnel agreements, officer or director agreements, employee wages, employee benefit plans or payments, pension obligations, employee tax withholding obligations, employee health or dental plan obligations, all employee complaints or claims, labour relations board actions or other employee proceedings and similar obligations of the Nominee; (v) all Liability for payment of fees for operation of the Property up to the Completion Date; (vi) any proceedings, claims or actions commenced in any court initiated or threatened against the Nominee; (vii) the costs and expenses and Liability of the Nominee under the within proceedings; (viii) any Liability for a breach of or non-compliance

with any applicable law by the Nominee; (ix) the Liability of the Nominee under the Sale Agreement; and (x) any Liability for a breach of or otherwise related in any way to the Encumbrances.

APPROVAL OF THE TRANSACTION

4. The Transaction contemplated by the Sale Agreement is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved.

5. The Receiver is hereby authorized 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 to the Purchaser of the assets described in the Sale Agreement, including on behalf of the Nominee all such documents as may be necessary or desirable in connection with the transfer of the Shares to the Purchaser (or its nominee entity) (including without limitation all such documents that are customary in share transactions in British Columbia), with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the prior consent of the Receiver and the Purchaser.

6. Subject to the terms of the Sale Agreement, vacant possession of the Retained Assets, including any Real Property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Completion Date.

INCORPORATION OF RESIDUAL CO.

7. The Receiver is hereby authorized to incorporate a new company ("**Residual Co.**"), which shall be added as a Respondent in the within proceedings pursuant to paragraph 24 of this Order.

8. Jeff Keeble, in his capacity as a representative of the Receiver and not in any other capacity ("**Keeble**"), is hereby authorized, but not directed, as officer of the Court, to act as a director and officer of Residual Co.

9. In any role as director and/or officer of Residual Co., Keeble is hereby authorized to take such steps and perform such tasks as are necessary or desirable to effect the Transaction and facilitate the implementation of this Order.

10. Keeble shall not incur any liability as a result of becoming a director or officer of Residual Co., save and except for any liability or obligation incurred as a result of gross negligence or wilful misconduct on his part.

11. Until further order of this Court, no action or other proceeding shall be commenced directly, or by way of counterclaim, third party or otherwise, against or in respect of Keeble relating to his appointment as director or officer of Residual Co., or his actions in respect of the Transaction or related to this Order, and all rights and remedies of any person against or in respect of Keeble are hereby stayed and suspended, except with leave of this Court.

12. The protections provided to Keeble in this Order are in addition to and in no way limit those provided to the Receiver in the Receivership Order, any further order granted in these proceedings, or the *Bankruptcy and Insolvency Act* of Canada (the “**BIA**”).

VESTING OF ASSETS AND LIABILITIES

13. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule “F” hereto (the “**Receiver’s Certificate**”), the following shall occur and be deemed to have occurred commencing at the time of delivery of the Receiver’s Certificate (the “**Effective Time**”) in the following sequence:

- (a) All of the Nominee’s right, title, and interest in and to the Transferred Assets shall be transferred to, and shall vest absolutely and exclusively, without recourse, in Residual Co.;
- (b) All Claims, Encumbrances, and Transferred Liabilities in respect of the Nominee shall be transferred to and assumed by and shall vest absolutely and exclusively without recourse in to the Nominee and the Purchaser (or any of its partners), and (i) such Claims and Encumbrances shall continue to attach to the Transferred Assets with the same nature and priority as they had immediately prior to the Effective Time, as if the Transferred Assets had not been conveyed and had remained in the possession or control of the person having possession or control immediately prior to the transfer; (ii) such Claims and Encumbrances equal to the fair market value of the Transferred Assets shall be transferred to and assumed by Residual Co in consideration for the transfer of the Transferred Assets; and (iii) the remaining Claims and Encumbrances, and all Transferred

Liabilities shall be transferred to and assumed by Residual Co. for no consideration as part of, and to facilitate, the implementation of the Transaction;

- (c) All Claims, Encumbrances and Transferred Liabilities in respect of the Nominee shall be irrevocably and forever expunged, released and discharged as against the Purchaser (and all of its partners), the Nominee and the Retained Assets;
- (d) Without limiting subparagraph 13(c) any and all security registrations against the Nominee shall be and are hereby forever released and discharged as against the Nominee, and all such security registrations shall attach to the Transferred Assets vested in Residual Co and maintain the same attributes, rights, nature, perfection and priority as they had immediately prior to the Effective Time, as if the Transferred Assets had not been conveyed and remained in the possession or control of the person having that possession or control immediately prior to the transfer, and no financing change statements in any applicable personal property or other registry system are required to reflect the transfer of and assumption by Residual Co of such security registrations;
- (e) The Nominee shall cease to be a respondent in the within proceedings and shall be deemed released from the purview of all Orders of this Court granted in respect of the within proceedings, save and except for this Order; and
- (f) All of the beneficial interest in the Real Property, the Leases and the Chattels will be transferred to and will vest in the Purchaser, free and clear of all Claims and Encumbrances.

14. The Receiver and Residual Co. are hereby permitted to execute and file articles of incorporation, bylaws, and such other documents or instruments as may be required to permit or enable and effect the incorporation of Residual Co. and the Transaction, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the incorporation of Residual Co.

15. As of the Effective Time, the existing share certificates in respect of the Shares shall be cancelled and the Receiver shall be authorized to issue new share certificates in respect of the Shares in the name of the Purchaser or such entity as the Purchaser may require.

16. This Order shall constitute the only authorization required by the Receiver, the Nominee, or Residual Co. to proceed with the Transaction, including, without limitation, the incorporation of Residual Co. and, except as specifically provided in the Sale Agreement, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority exercising jurisdiction in respect of the Nominee is required for the due execution, delivery and performance by the Receiver, the GP, the Nominee, and by Residual Co. of the Sale Agreement and the completion of the Transaction.

17. As of the Effective Time:

- (a) the Nominee shall continue to hold all right, title and interest in and to the Retained Assets, free and clear of all Claims and Encumbrances and the Transferred Liabilities; and
- (b) the Nominee shall be deemed to have disposed of the Transferred Assets and shall have no right, title or interest in or to the Transferred Assets.

18. For greater certainty, any person that, prior to the Effective Time, had a Claim or Encumbrance against the Nominee or its assets, properties or undertakings shall, as of the Effective Time, no longer have any such Claim or Encumbrance against or in respect of the Nominee or the Retained Assets, but shall have an equivalent Claim or Encumbrance, as applicable, against the Transferred Assets to be administered by the Receiver in Residual Co. from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to Residual Co., and nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Claim or Encumbrance of any Person as against the Transferred Assets to be administered by the Receiver in Residual Co.

19. From and after the Effective Time, the Purchaser and/or the Nominee shall be authorized to take all steps as may be necessary to effect the discharge and release as against the Nominee and the Retained Assets of the Claims, Encumbrances and Transferred Liabilities

that are transferred to and vested in Residual Co. pursuant to this Order including, without limitation, the filing of any discharges in the Land Title Office, the Personal Property Registry of British Columbia or any other personal property registry.

20. Upon the delivery of the Receiver's Certificate, and upon filing of a certified copy of this Order together with any applicable registration fees, all governmental authorities exercising jurisdiction with respect to the Nominee, the Retained Assets, or the Transferred Assets are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and conveyances as may be required to give effect to the terms of this Order and the completion of the Transaction and to discharge and release all Claims and Encumbrances and Transferred Liabilities against or in respect of the Nominee and the Retained Assets including, without limitation, those Encumbrances listed on Schedule D, and presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority for the governmental authorities to do so.

RELEASES

21. From and after the Effective Time, all Persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing or continuing any steps or proceedings, or relying on any rights, remedies, claims or benefits in respect of or against the Receiver, its directors, officers, employees, counsel, advisors and representatives, the Purchaser, the Nominee, or the Retained Assets, in any way relating to, arising from or in respect of:

- (a) the Transferred Assets;
- (b) any and all Claims or Encumbrances and the Transferred Liabilities against or relating to the Nominee, the Transferred Assets or the Retained Assets existing immediately prior to the Effective Time;
- (c) the insolvency of the Nominee, the GP or the LP prior to the Effective Time;
- (d) the commencement or existence of these receivership proceedings; and
- (e) the completion of the Transaction.

22. From and after the Effective Time, the current and former directors, officers, employees, legal counsel and advisors of Residual Co. shall be deemed to be forever irrevocably released and discharged from all present and future claims, liabilities, indebtedness, demands, actions or obligations of any kind, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time or undertaken or completed in connection with or pursuant to the terms of this Order in respect of, relating to, or arising out of (i) the Debtors or their business, operations, assets, property and affairs, or (ii) the Transaction.

23. From and after the Effective Time, all directors and officers of the Nominee are deemed to have resigned as directors and officers of the Nominee and to have released the Nominee from any claims whatsoever against the Nominee.

RESIDUAL CO.

24. As at the Effective Time, Residual Co. shall be substituted as a Respondent in these proceedings in place of the Nominee and the style of cause for these proceedings shall be changed by deleting the Nominee as Respondent and replacing it with Residual Co. as Respondent.

25. The administration of Residual Co. shall remain subject to the Court's oversight and these proceedings.

MISCELLANEOUS

26. The Receiver is directed to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof to the Purchaser.

27. Notwithstanding:

- (a) these proceedings;
- (b) any application for a bankruptcy order or a receivership order in respect of the Nominee or Residual Co. now or hereafter made pursuant to the BIA or otherwise and any bankruptcy or receivership order issued pursuant to any such application; or
- (c) any assignment in bankruptcy made by the Nominee or Residual Co.;

the execution of the Sale Agreement and the implementation of the Transaction shall be binding on any trustee or other administrator in respect of Residual Co. and any trustee in bankruptcy or receiver that may be appointed in respect of the Nominee, and shall not be void or voidable by creditors of Residual Co. or the Nominee, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation or at common law, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

28. The Receiver and the Purchaser shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in completing the Transaction.

29. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Sale Agreement and all amendments thereto, in connection with any dispute involving the Nominee or Residual Co., and to adjudicate, if necessary, any disputes concerning the Nominee or Residual Co. related in any way to the Transaction.

DISTRIBTUION OF TRANSACTION PROCEEDS

30. The Receiver is hereby authorized to distribute the net proceeds of sale received by the Receiver from the Transaction to the Bank of Montreal (“**BMO**”) on account of the amount owing to BMO by the LP and secured by, among other security, Mortgage CA7024178 registered on the Real Property on August 27, 2018, in favour of Bank of Montreal.

31. The distributions authorized by paragraph 30 of this Order shall at all times be subject to: (a) the completion of the transaction approved by the Approval and Reverse Vesting Order of this Court dated August 23, 2024 (the “**Transaction**”); (b) receipt by the Receiver of the proceeds of sale from the Transaction; and (c) a holdback by the Receiver of an amount or amounts satisfactory to the Receiver to be sufficient for the payment of the Receiver’s fees and disbursements and any other amounts deemed necessary or advisable by the Receiver to hold back.

32. Notwithstanding;

- (a) the pendency of these proceedings;
- (b) any assignment in bankruptcy or any petition for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) and any order issued pursuant to any such petition; or
- (c) any provisions of any federal or provincial legislation;

any payments, distributions and disbursements contemplated by this Order shall be made free and clear of any Claims and Encumbrances (as defined in the Approval and Reverse Vesting Order), shall be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Receiver and any party receiving payments, distributions, and disbursements pursuant to this Order, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

33. In addition to the rights and protections afforded to the Receiver under the Receivership Order, the Receiver shall not be liable for any act or omission on the part of the Receiver pertaining to the distribution of any funds under this Order, save and except for any claim or liability arising out of any gross negligence or willful misconduct on the part of the Receiver. Nothing in this Order shall derogate from the protections afforded to the Receiver under the Receivership Order, or any other federal or provincial applicable law.

34. Notwithstanding any other provision of this Order and without in any way limiting the protections for the Receiver provided for under the Receivership Order, the BIA, or any other federal or provincial applicable law, the Receiver shall have no obligation to make any payment unless the Receiver is in receipt of funds adequate to make any such payment.

35. Any payments, distributions, and disbursements made by the Receiver under this Order shall not constitute a “distribution” for the purposes of section 159 of the *Income Tax Act*, as amended, or section 270 of the *Excise Tax Act*, or any other similar federal or provincial legislation (collectively, the “**Tax Statutes**”). The Receiver in making any such payments, distributions, or disbursements is not “distributing”, nor shall be considered to “distribute” nor have “distributed”, such funds for the purpose of the Tax Statutes, and the Receiver shall not

incur any liability under the Tax Statutes in respect of the making of any payments ordered or permitted under this Order.

36. The Receiver may apply to the Court as necessary to seek further orders and directions with respect to payments and distributions made pursuant to this Order.

37. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, 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.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Peter Rubin / Claire Hildebrand
Lawyer for Deloitte Restructuring Inc.

BY THE COURT.

Registrar

Schedule A - List of Counsel

<u>Counsel</u>	<u>Party Represented</u>

Schedule B – Sale Agreement

Schedule C - Purchased Assets

1. Parcel Identifier: 030-552-265, Lot 1 Block 5 District Lot 185 Group 1 New Westminster District Plan EPP85244 and all buildings, structures, and improvements thereon.
2. The Leases (as defined in the Sale Agreement).
3. The Shares (as defined in the Sale Agreement).
4. The following Service Contracts (as defined in the Sale Agreement):
 - a. Agreement dated October 6, 2018 with Assured Environmental Solutions Inc.;
 - b. Agreement dated September 16, 2022 with Abyana Property Solutions Inc. with respect to 1045 Haro Street, Vancouver, BC;
 - c. Agreement dated September 16, 2022 with Abyana Property Solutions Inc. with respect to 838, 842, 846, and 850 Thurlow Street, Vancouver, BC;
 - d. Agreement dated September 20, 2018 with Fusion Security Inc. with respect to mobile patrolling at 842 Thurlow Street, Vancouver, BC;
 - e. Agreement dated September 20, 2018 with Fusion Security Inc. with respect elevator telephone and fire panel monitoring at 842 Thurlow Street, Vancouver, BC;
 - f. Agreement dated August 25, 2005 with Richmond Elevator Maintenance Ltd. with respect to 1045 Haro Street, Vancouver, BC;
 - g. Agreement dated July 21, 2016 with Richmond Elevator Maintenance Ltd. with respect to 842 Thurlow Street, Vancouver, BC;
 - h. Agreement dated August 13, 2018 with First Service Residential BC Ltd., DBA FirstService Residential with respect to 1045 Haro Street, Vancouver, BC;
 - i. Agreement dated August 13, 2018 with First Service Residential BC Ltd., DBA FirstService Residential with respect to 842 Thurlow Street, Vancouver, BC;
 - j. Agreement dated August 27, 2018 with Waste Management of Canada Corporation; and

k. Agreement dated August 31, 2023 with BFL CANADA Risk and Insurance Services Inc.

5. The Chattels (as defined in the Sale Agreement).

Schedule D – Encumbrances to be Discharged

Land Title Office

1. Mortgage CA7024178 registered on August 27, 2018 in favour of Bank of Montreal
2. Assignment of Rents CA7024179 registered on August 27, 2018 in favour of Bank of Montreal
3. Mortgage CA7151176 registered on October 25, 2018 in favour of 1104227 B.C. Ltd., Forseed Haro Holdings Ltd. and 0699099 B.C. Ltd.
4. Assignment of Rents CA7151177 registered on October 25, 2018 in favour of 1104227 B.C. Ltd., Forseed Haro Holdings Ltd. and 0699099 B.C. Ltd.
5. Priority Agreement CA7309857 registered on January 23, 2019 granting CA7024178 priority over CA7151176 and CA7151177
6. Priority Agreement CA7309858 registered on January 23, 2019 granting CA7024179 priority over CA7151176 and CA7151177
7. Certificate of Pending Litigation CB983201 registered October 24, 2023 in favour of Bank of Montreal
8. Certificate of Pending Litigation CB1381358 registered on June 17, 2024 in favour of Treasure Bay HK Limited

Personal Property Registry

9. Personal Property Registration 985774K in favour of Bank of Montreal.
10. Personal Property Registration 565070P and Amendment 579170L in favour of Canadian Western Bank

Schedule E – Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property

1. The subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown.
2. Notice of Interest, *Builders Lien Act* (S.3(2)), See CA7024177 filed 2018-08-27.
3. Easement and Indemnity Agreement 251243M registered June 6, 1957 in favour of the City of Vancouver.
4. Easement and Indemnity Agreement F76094 registered October 30, 1978 in favour of the City of Vancouver.

Schedule F – Receiver’s Certificate

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

BANK OF MONTREAL

PETITIONER

AND

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP, HARO AND THURLOW GP LTD., HARLOW HOLDINGS LTD., 1104227 B.C. LTD., CLOUDBREAK HOLDINGS LTD., CM (CANADA) ASSET MANAGEMENT CO. LTD., FORSEED HARO HOLDINGS LTD., 1115830 B.C. LTD., TERRAPOINT DEVELOPMENTS LTD., KANG YU ZOU, WEI DONG, WE ZU, XIA YU AND TREASURE BAY HK LIMITED

RESPONDENTS

RECEIVER'S CERTIFICATE

A. Pursuant to an Order of Justice Fitzpatrick of the Supreme Court of British Columbia (the “**Court**”) dated January 11, 2024, Deloitte Restructuring Inc. was appointed as the receiver and manager (in such capacity, the “**Receiver**”) of the property, assets and undertakings of Haro-Thurlow Street Project Limited Partnership, Haro and Thurlow GP Ltd., and Harlow Holdings Inc., including the land legally described as 030-552-265, Lot 1 Block 5 District Lot 185 Group 1 New Westminster District Plan EPP85244 and the buildings thereon.

B. Pursuant to an Order of the Court dated August 23, 2024 (the “**Approval and Reverse Vesting Order**”), the Court, among other things, approved the Offer to Purchase dated August 13, 2024, between the Receiver and 1045 Haro Street Limited Partnership (the “**Purchaser**”), a copy of which is attached as Appendix “B” to the Approval and Reverse Vesting Order, and the transactions contemplated thereby, and providing for the occurrence of certain events in the specified sequence upon delivery by the Receiver to the Purchaser of a certificate confirming (i) payment by the Purchaser of the Purchase Price; (ii) that the conditions to completion as set out in Article 11 of 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.

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

THE RECEIVER HEREBY CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price payable on the Completion Date pursuant to the Sale Agreement;
2. The conditions to closing set out in Article 11 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____, 2024.

DELOITTE RESTRUCTURING INC., in its capacity as the Court-Appointed Receiver and Manager of Haro-Thurlow Street Project Limited Partnership, Haro and Thurlow GP Ltd., and Harlow Holdings Inc., and not in its personal capacity

Per: _____

Name: _____

Title: _____

Schedule “B” to Notice of Application

No. H230802
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

BANK OF MONTREAL

PETITIONER

AND

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP, HARO AND THURLOW GP LTD., HARLOW HOLDINGS LTD., 1104227 B.C. LTD., CLOUDBREAK HOLDINGS LTD., CM (CANADA) ASSET MANAGEMENT CO. LTD., FORSEED HARO HOLDINGS LTD., 1115830 B.C. LTD., TERRAPOINT DEVELOPMENTS LTD., KANG YU ZOU, WEI DONG, WE ZU, XIA YU AND TREASURE BAY HK LIMITED

RESPONDENTS

ORDER MADE AFTER APPLICATION
(OWNERSHIP ORDER)

BEFORE THE HONOURABLE)
JUSTICE FITZPATRICK) August 23, 2024
)

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver and Manager (the “**Receiver**”) of the assets, undertakings and properties of Haro-Thurlow Street Project Limited Partnership (“**HTLP**”), Haro and Thurlow GP Ltd. (the “**GP**”), and Harlow Holdings Inc. (the “**Nominee**”) coming on for hearing at Vancouver, British Columbia, on the 23rd day of August, 2024; AND ON HEARING Peter Rubin and Claire Hildebrand, counsel for the Receiver , and those other counsel listed on Schedule “A” hereto; AND UPON READING the material filed, including the First Report of the Receiver dated August 16, 2024 (the “**Report**”) and Affidavit #1 of Yiota Petrakis, made August 16, 2024;

THIS COURT ORDERS AND DECLARES that:

SERVICE

1. The time for service of the Notice of Application filed August 16, 2024 and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

OWNERSHIP DECLARATIONS

2. HTLP is the sole beneficial owner of the Real Property (as defined in the Offer to Purchase between the Receiver and 1045 Haro Street Limited Partnership dated August 13, 2024, which is attached to the Report as Appendix “D”).

3. The GP (and any other general partner of HTLP, if any) and the limited partners of HTLP, being 11044227 B.C. Ltd., Forseed Haro Holdings Ltd., and Terrapoint Developments Ltd., are, collectively, the beneficial owners of all of the partnership units of, and interests in, HTLP.

GENERAL

4. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Peter Rubin / Claire Hildebrand
Lawyer for Deloitte Restructuring Inc.

BY THE COURT.

Registrar

Schedule A - List of Counsel

<u>Counsel</u>	<u>Party Represented</u>

Schedule “C” to Notice of Application

No. H230802
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

BANK OF MONTREAL

PETITIONER

AND

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP, HARO AND THURLOW GP LTD., HARLOW HOLDINGS LTD., 1104227 B.C. LTD., CLOUDBREAK HOLDINGS LTD., CM (CANADA) ASSET MANAGEMENT CO. LTD., FORSEED HARO HOLDINGS LTD., 1115830 B.C. LTD., TERRAPOINT DEVELOPMENTS LTD., KANG YU ZOU, WEI DONG, WE ZU, XIA YU AND TREASURE BAY HK LIMITED

RESPONDENTS

ORDER MADE AFTER APPLICATION
(APPROVAL OF ACTIVITIES ORDER)

BEFORE THE HONOURABLE)
JUSTICE FITZPATRICK) August 23, 2024
)

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver and Manager (the “**Receiver**”) of the assets, undertakings and properties of Haro-ThurLOW Street Project Limited Partnership, Haro and Thurlow GP Ltd. , and Harlow Holdings Inc., coming on for hearing at Vancouver, British Columbia, on the 23rd day of August, 2024; AND ON HEARING Peter Rubin and Claire Hildebrand, counsel for the Receiver, and those other counsel listed on Schedule “A” hereto; AND UPON READING the material filed, including the First Report of the Receiver dated August 16, 2024 (the “**Report**”) and the Confidential First Report of the Receiver (the “**Confidential Report**”);

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. The time for service of the Notice of Application filed August 16, 2024, and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

APPROVAL OF ACTIVITIES

2. The activities of the Receiver, as set out in the Report and the Confidential Report, are hereby approved.

GENERAL

3. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories, or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the 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.

4. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Peter Rubin / Claire Hildebrand
Lawyer for Deloitte Restructuring Inc.

BY THE COURT.

Registrar

Schedule A - List of Counsel

<u>Counsel</u>	<u>Party Represented</u>