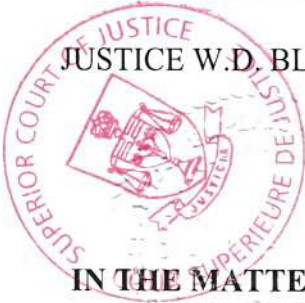


ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANRUPTCY AND INSOLVENCY

THE HONOURABLE
JUSTICE W.D. BLACK

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WEDNESDAY, THE 3RD DAY
OF DECEMBER, 2025



IN THE MATTER OF THE BANKRUPTCY OF ROBERT LAND ACADEMY, OF THE
TOWNSHIP OF WEST LINCOLN, IN THE PROVINCE OF ONTARIO

APPROVAL AND VESTING ORDER

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as trustee-in-bankruptcy (in such capacity, the “**Trustee**”) of Robert Land Academy, a bankrupt (“**RLA**”) pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended (the “**BIA**”), for an order (a) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Trustee and True Remainders Ltd., as purchaser, dated as of October 7, 2025, as such agreement of purchase and sale was assigned by True Remainders Ltd., as assignor, to Cantaro Institute (the “**Purchaser**”), as assignee pursuant to an assignment and assumption agreement dated as of October 23, 2025 (collectively, and as may be further amended, restated or supplemented from time to time, the “**Purchase Agreement**”) and appended to the First Report of the Trustee dated November 25, 2025 (the “**First Report**”), (b) vesting in the Purchaser RLA’s right, title and interest in and to the assets described in the Purchase Agreement (the “**Purchased Assets**”), and (c) granting certain related relief, was heard this day via judicial video conference.

ON READING the Notice of Motion of the Trustee, the First Report and on hearing the submissions of counsel for the Trustee, and such of counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Katherine Yurkovich sworn November 28, 2025, 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 all capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the First Report.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS** that the Purchase Agreement and the Transaction be and are hereby approved, and the execution of the Purchase Agreement by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee may deem necessary. The Trustee 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.
4. **THIS COURT ORDERS** that upon the delivery of a Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Trustee's Certificate**"), all of the Trustee's and RLA's right, title and interest in and to the Purchased Assets described in the 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 (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) 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 (ii) those Claims listed on **Schedule "C"** 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 "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office No. 30 for the Registry Division of Niagara North of an Application for Vesting Order in the form prescribed by the *Land Registration Reform Act* (Ontario), which the Purchaser is authorized to submit for registration following delivery of the Trustee's Certificate, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule "B"** hereto (collectively, the "**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 "C"** hereto.

6. **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 Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Trustee to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof to the Purchaser, or to its counsel.

8. **THIS COURT ORDERS** that, the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding and shall not be void or voidable by creditors of RLA, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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.

SEALING

9. **THIS COURT ORDERS** that Confidential Appendix “1” of the First Report, being the Sale Process Summary Report, Confidential Appendix “2” of the First Report, being the Offer Summary; and Confidential Appendix “3” of the First Report, being the unredacted copy of the Purchase Agreement, shall be sealed, kept confidential, and shall not form part of the public record until the earlier of: (a) the date the Trustee’s Certificate is filed with the Court, or (b) further order of this Court.

10. **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 Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.



Schedule “A” – Form of Trustee’s Certificate

Estate No: 32-3241463

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF ROBERT LAND ACADEMY, OF THE
TOWNSHIP OF WEST LINCOLN, IN THE PROVINCE OF ONTARIO**

TRUSTEE’S CERTIFICATE

RECITALS

A. On June 27, 2025 Robert Land Academy (“**RLA**”) filed an assignment in bankruptcy pursuant to section 49 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), and appointed Deloitte Restructuring Inc. as the trustee-in-bankruptcy of RLA (in such capacity, the “**Trustee**”).

B. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (In Bankruptcy and Insolvency) (the “**Court**”) dated December 3, 2025, the Court approved the agreement of purchase and sale between the Trustee and True Remainders Ltd., as purchaser, dated as of October 7, 2025, as such agreement of purchase and sale was assigned by True Remainders Ltd., as assignor, to Cantaro Institute (the “**Purchaser**”), as assignee pursuant to an assignment and assumption agreement dated as of October 23, 2025 (collectively, and as may be further amended, restated or supplemented from time to time, the “**Purchase Agreement**”), and provided for the vesting in the Purchaser of the Trustee’s and RLA’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 Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing

as set out in Article 4 of the Purchase Agreement have been satisfied or waived by the Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.

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

THE TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Purchase Agreement;
2. The conditions to Closing as set out in Article 4 of the Purchase Agreement have been satisfied or waived by the Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Trustee.
4. This Certificate was delivered by the Trustee at _____ [TIME] on _____ [DATE].

**DELOITTE RESTRUCTURING INC., solely
in its capacity as Trustee of the Estate of
Robert Land Academy, a bankrupt, and not
in its personal or corporate capacity.**

Per: _____
Name:
Title:

Schedule "B" – Subject Real Property

Municipal Address: 6726 & 26727 South Chippawa Road, West Lincoln, Ontario

Legal Description:

PIN 46072-0019 (LT) - PT LT 2-3 CON 1 GAINSBOROUGH; PT LT 2-3 CON BROKEN FRONT GAINSBOROUGH AS IN RO454133; S/T EASEMENT IN GROSS OVER PTS 1,2 & 3 30R11458 AS IN NR66414; WEST LINCOLN

PIN 46072-0022 (LT) - PT LT 3 CON BROKEN FRONT GAINSBOROUGH PT 1, 30R785; S/T EASEMENT IN GROSS OVER PT 4 30R11458 AS IN NR66414; WEST LINCOLN

ROBERT LAND ACADEMY	APPGEAR CORP.
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**Schedule "D" – Permitted Encumbrances, Easements and Restrictive Covenants
(unaffected by the Vesting Order)**

Registrations under the Personal Property Security Act, R.S.O. 1990, c. P.10

Secured Party: CWB National Leasing Inc.

File No: 798157224

Registration No.: 20231017 1641 6005 9829

Collateral Classification: Equipment

Real Property Registrations

Subject PIN	Instrument No.	Registration Date	Description	Amount	From	To
46072-0019 (LT)	HWY733	1965/02/15	PLAN MISCELLANEOUS <i>REMARKS: BA73</i>			
46072-0019 (LT)	RO160780	1967/09/12	BYLAW <i>REMARKS: RE; SUBDIVISION CONTROL</i>		Town of Gainsborough	
46072-0019 (LT)	30R786	1974/03/08	PLAN REFERENCE			
46072-0019 (LT)	RO318649	1975/08/15	LEASE			THE CREATIVE CENTRE FOR LEARNING DISABILITIES
46072-0019 (LT)	RO366314	1977/10/28	NO SEC INTEREST			
46072-0019 (LT)	RO454133	1982/12/16	TRANSFER <i>CORRECTIONS: 'TRANSFEE' CHANGED FROM 'THE CREATIVE CENTER FOR LEARNING AND DEVELOPMENT' TO 'THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT' ON 2003/06/17 BY SEAN MITCHELL.</i>	\$2		THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT

46072-0019 (LT)	RO781845	2001/06/20	AGREEMENT		THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN	THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT
46072-0019 (LT)	30R11201	2004/07/22	PLAN REFERENCE			
46072-0019 (LT)	30R11458	2005/04/19	PLAN REFERENCE			
46072-0019 (LT)	NR66414	2005/06/09	TRANSFER EASEMENT	\$2	THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT	PENINSULA WEST UTILITIES LIMITED
46072-0019 (LT)	NR190490	2008/10/01	NOTICE <i>REMARKS: AMENDING SITE PLAN AGREEMENT</i>	\$2	THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN	
46072-0019 (LT)	NR689302	2025/04/24	APL CH NAME OWNER		THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT	ROBERT LAND ACADEMY
46072-0022 (LT)	RO160780	1967/09/12	BYLAW <i>REMARKS: RE; SUBDIVISION CONTROL</i>		Town of Gainsborough	
46072-0022 (LT)	30R786	1974/03/08	PLAN REFERENCE			
46072-0022 (LT)	RO434058	1981/07/07	TRANSFER	\$2		THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT
46072-0022 (LT)	RO666005	1993/05/18	AGREEMENT			THE TOWNSHIP OF WEST LINCOLN
46072-0022 (LT)	RO781845	2001/06/20	AGREEMENT		THE TOWNSHIP OF WEST LINCOLN	THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT

46072-0022 (LT)	30R11201	2004/07/22	PLAN REFERENCE			
46072-0022 (LT)	30R11458	2005/04/19	PLAN REFERENCE			
46072-0022 (LT)	NR66414	2005/06/09	TRANSFER EASEMENT	\$2	THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT	PENINSULA WEST UTILITIES LIMITED
46072-0022 (LT)	NR689302	2025/04/24	APL CH NAME OWNER		THE CREATIVE CENTRE FOR LEARNING AND DEVELOPMENT	ROBERT LAND ACADEMY

IN THE MATTER OF THE BANKRUPTCY OF
ROBERT LAND ACADEMY OF THE TOWNSHIP OF WEST
LINCOLN, IN THE PROVINCE OF ONTARIO

Court File No.: 32-3241463
Estate No: 32-3241463

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

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Lawyers for Deloitte Restructuring Inc., in its capacity as
trustee of the estate of Robert Land Academy, a bankrupt