



Court File No.: CV-22-00677236-00CL

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

THE HONOURABLE) THURSDAY, THE 15th
JUSTICE CONWAY)
) DAY OF SEPTEMBER, 2022

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c.C-36 AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TRINITY RAVINE COMMUNITY INC.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Trinity Ravine Community Inc. (“**TRC**” or the “**Vendor**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Vendor and Madison Home Décor Ltd., in trust for a corporation to be incorporated, as assigned to 1000307599 Ontario Incorporated as general partner of 1256 Markham Road Limited Partnership (the “**Purchaser**”) dated August 23, 2022, and vesting in the Purchaser all of the Vendor’s right, title, benefit and interest in and to the Purchased Assets, as defined in the Asset Purchase Agreement, was heard this day by video conference.

ON READING the affidavit of Jeremy Anderson sworn September 7, 2022 and the Exhibits thereto, and the Fourth Report (the “**Fourth Report**”) of Deloitte Restructuring Inc. (“**Deloitte**”) dated September 9, 2022 in its capacity as CCAA Monitor (in such capacity, the “**Monitor**”), and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and all other counsel appearing on the Participant Information Form, no one appearing for any

other party listed on the Service List set out in the Notice of Motion, although duly served as appears from the affidavit of service of Shallon Garrafa sworn September 7, 2022,

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.

SERVICE

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion and the Fourth Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF TRANSACTION AND VESTING OF PROPERTY

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Asset Purchase Agreement by the Vendor is hereby authorized and approved, with such minor amendments as the Vendor may deem necessary. The Vendor 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 AND DECLARES** that the Purchase Price payable by the Purchaser under the Asset Purchase Agreement may be satisfied by the application to the Purchase Price of all amounts due and owing by TRC to Nahid Corp. (solely in its capacity as DIP Lender) under the DIP Term Sheet, dated February 28, 2022, in accordance with the payout statement dated September 9, 2022, provided by Nahid Corp. (solely in its capacity as DIP Lender) to the Monitor, and the balance of the Purchase Price in accordance with the terms of the Asset Purchase Agreement (the “**Net Proceeds**”) shall be payable to the Monitor by wire transfer of immediately available funds to an account specified by the Monitor.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor’s certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the “**Monitor’s Certificate**”), all of the Vendor’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 (including, without limitation, life leases), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 23, 2022 (the “**Initial Order**”, as amended and restated by the Order of the Honourable Justice Conway of the Court dated March 4, 2022); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include 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.

6. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule B** hereto (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.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor’s Certificate all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS AND DECLARES** that upon the delivery of the Monitor's Certificate to the Purchaser, the DIP Lender's Charge (as defined in the Amended and Restated Initial Order, dated March 4, 2022) shall be discharged.

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

10. **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) (the "**BIA**") in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendor;

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 the Vendor and shall not be void or voidable by creditors of the Vendor, 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.

DISTRIBUTIONS

11. **THIS COURT ORDERS** that the distributions authorized and approved by paragraph 12 of this Order shall at all times be subject to completion of the Transaction and the receipt of the Net Proceeds by the Monitor.

12. **THIS COURT ORDERS** that following the delivery of the Monitor's Certificate, the Monitor is hereby authorized and directed to make the following distributions from the Net Proceeds, subject to such adjustments as may be accepted by the Applicant and approved by the Monitor:

- (a) all amounts due and owing at the Time of Closing to the Monitor, its counsel and the Applicant's counsel;
- (b) all amounts due and owing by the Applicant to Limestone Capital Inc. ("**Limestone**") in accordance with the payout statement provided by Limestone to the Monitor dated September 9, 2022, pursuant to the Mortgage/Charge of Land registered on June 16, 2021 against title to the Real Property as Instrument Number AT5770136, and its Standard Charge Terms;
- (c) in satisfaction of the amounts due and owing by the Applicant to Nahid Corp. in accordance with the payout statement provided by Nahid Corp. to the Monitor dated September 9, 2022 (the "**Nahid Distribution**"), pursuant to the Promissory Note dated October-¹⁹~~15~~, 2021 ^{BC} issued by the Applicant in favor of Nahid Corp. and the corresponding Mortgage/Charge registered on October 19, 2021 against title to the Real Property as Instrument Number AT5887441 and its Standard Charge Terms:
 - (i) 25% of the Nahid Distribution to Nahid Corp. or as it may otherwise direct in writing;
 - (ii) 75% of the Nahid Distribution to Mr. Behnam Kashanian or as he may otherwise direct in writing being 75% of \$4,761,857.07 plus 75% of the per diem rate of \$2,349.62 for each day beyond September 23, 2022; and
- (d) the Broker Fee as defined in the Fourth Report as commission due and owing to Avison Young under Broker Agreement on April 1, 2022.

13. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;

- (b) any application or a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicant;

the distributions under this Order (including pursuant to paragraph 4 hereof) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall they 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 they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation and shall, upon the receipt thereof by a recipient, be free of all claims, liens, security interests, charges or encumbrances granted by or relating to the Applicant.

14. **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 Vendor 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 Vendor or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendor and its agents in carrying out the terms of this Order.



solicitation process (the “**SISP**”) in respect of its property (collectively, the “**Property**”), with the assistance of the Monitor.

C. Pursuant to an Order of the Court dated September 15, 2022 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale made as of August 23, 2022 (the “**Asset Purchase Agreement**”) between the Vendor and Madison Home Décor Ltd., in trust for a corporation to be incorporated, as assigned to 1000307599 Ontario Incorporated as general partner of 1256 Markham Road Limited Partnership (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Vendor’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 Monitor 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 Vendor and the Purchaser, and (iii) the Transaction has been completed to the satisfaction of the Vendor.

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

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Net Proceeds payable on the Closing Date pursuant to the Asset Purchase Agreement and the Approval and Vesting Order;
2. The conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Vendor and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Vendor and the Monitor.
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**DELOITTE RESTRUCTURING INC., in its
capacity as CCAA Monitor of the Vendor, and
not in its personal capacity**

Per: _____

Name:

Title:

Schedule B – The Real Property

PIN: 06179-0141 (LT)

Land Registry Office: #66

Property Description: PART OF LOT 32 RCP 10620 PARTS 1,3,9,11,12 ON PLAN 66R31325; TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 4 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 5, 6 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 4, 5, 7, 8 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 3, 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PART 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; CITY OF TORONTO

Schedule C – Claims to be deleted and expunged from title to Real Property

	Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To.
1.	AT2279726	2010/01/15	Trans Religious Org	\$7,650,000	Trustees of the Scarborough Gospel Temple as a Local Assembly of the Pentecostal Assemblies of Canada	Global Kingdom Ministries Inc.
2.	AT5705956	2021/04/15	APL Change Name Owner		Global Kingdom Ministries Inc.	Trinity Ravine Community Inc.
3.	AT5770136	2021/06/16	Charge	\$3,000,000	Global Kingdom Ministries Church Inc.; Trinity Ravine Community Inc.	Limestone Capital Inc.
4.	AT5770137	2021/06/16	Notice Assignment of Rent General		Global Kingdom Ministries Church Inc.; Trinity Ravine Community Inc.	Limestone Capital Inc.
5.	AT5887441	2021/10/19	Charge	\$4,700,000	Trinity Ravine Community Inc.	Nahid Corp.
6.	AT6009473	2022/03/07	APL Court Order		Ontario Superior Court of Justice	Trinity Ravine Community Inc.

**Schedule D - Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

	Reg. Num.	Date	Instrument Type	Parties From	Parties To
1.	64R9926	1983/09/08	Plan Reference		
2.	64R10306	1984/08/14	Plan Reference		
3.	66R22461	2006/05/17	Plan Reference		
4.	AT2010746	2009/02/11	Notice	City of Toronto	
5.	AT2485789	2010/08/25	Notice	City of Toronto	
6.	AT4950467	2018/09/04	Notice	City of Toronto	
7.	AT4983617	2018/10/17	Notice	City of Toronto	
8.	66R31325	2020/06/04	Plan Reference		
9.	AT5763092	2021/06/09	LR's Order	Land Registrar, Toronto Land Registry Office	

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

**APPROVAL AND VESTING ORDER
(SEPTEMBER 15, 2022)**

MILLER THOMSON LLP

Scotia Plaza, 40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Gregory Azeff LSO#: 45324C

Tel: 416.595.2660 / Fax: 416.595.8695
Email: gazeff@millერთhompson.com

Monica Faheim LSO #82213R

Tel: 416.597.6087
Email: mfaheim@millერთhompson.com

Lawyers for the Applicant, Trinity Ravine
Community Inc.