

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

THE HONOURABLE ) FRIDAY, THE 22nd  
 )  
JUSTICE STEELE ) DAY OF MAY 2026  
 )

BETWEEN:

**CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

**Applicant**

- and-

**GC KING BOND LIMITED PARTNERSHIP, by its general partner, GC KING BOND  
GP INC.**

**Respondents**

**APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY  
ACT, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE COURTS OF  
JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

**APPROVAL ORDER  
(Approval and Vesting Order)**

**THIS MOTION**, made by Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, over all the assets, undertakings and properties (collectively, the "**Property**") of each of GC King Bond Limited Partnership ("**King Bond LP**") and GC King Bond GP Inc. ("**King Bond GP**", and together with King Bond LP, the "**Debtors**" or "**GC King Bond**") acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof, including, in particular, the lands municipally known as 301, 311, 319, 329, 339, 349 King Road and 115, 119 Bond

Crescent, Richmond Hill, Ontario (the "**Real Property**" or the "**King Bond Site**"), pursuant and subject to the terms of the order of this Court made on May 2, 2025 (the "**Receivership Order**"), for an Order, inter alia: (a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated February 6, 2026, between the Receiver, as vendor, and Project Green Capital GP Inc., as general partner for Project Green Capital Limited Partnership (collectively, "**Project Green**"), as purchaser, as amended on February 12, 2026 and April 16, 2026, (as amended, the "**APS**"), and vesting in the Purchaser's nominee, Sunny Communities (King Bond) Inc. (for the purposes of this Order, the "**Purchaser**") all of the Debtors' right, title and interest in and to the Purchased Assets (as defined in the APS); (b) authorizing the Receiver to assign the Assumed UPAs (as defined herein) to the Purchaser; and, (c) authorizing and directing the Receiver to terminate and disclaim the Unassumed UPAs (as defined herein), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**ON READING** the Notice of Motion of the Receiver, the Second Report of the Receiver dated May 7, 2026, and the Supplementary Second Report dated May 12, 2026, and the Appendices thereto (collectively, the "**Second Report**"), the Aide Memoire of the Receiver dated May 21, 2026, and on hearing the submissions of counsel for the Receiver, the Purchaser, the Applicant, the Respondents, and such other counsel as were present, and hearing submissions from certain Unit Purchasers and reading their objections, no one else appearing for any other person on the service list, although duly served as appears from the affidavits of Ariyana Botejue affirmed May 8, 11, 12, and 21, 2026, filed,

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that unless otherwise indicated herein, capitalized words and terms have the meanings given to them in the APS or the Second Report, as applicable.
2. **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.

## **APPROVAL OF THE TRANSACTION**

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

## **VESTING**

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets (as defined in the APS), including, without limitation, all of the Debtors' right, title and interest in and to the Real Property listed on Schedule "B" hereto, 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, constructive, 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) any encumbrances or charges created by the Receivership Order;
- (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;
- (iii) all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, the Purchased Assets or any part thereof or interest therein, and any agreements, leases, options, easements, rights of way, restrictions, executions, or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting legal or beneficial title to the Purchased Assets or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Purchased Assets following May 5, 2026 but prior to the registration in the Land Registry Office for the Land Titles Division of York Region (No. 65) of an Application for Vesting Order to which this Order is attached;
- (iv) any Claims related to, arising out of or in any way connected to the Unassumed UPAs (*as defined below*); and
- (v) 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 listed on Schedule "D" hereto) 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 upon the delivery of the Receiver's Certificate. Notwithstanding the foregoing, for greater certainty, the Purchased Assets shall vest in the Purchaser subject to any potential liability for increased realty taxes, including, without limitation, any increases in taxes and/or supplementary taxes in respect of the current taxation year and taxation years prior to Closing, as a result of any reassessments of taxes made by any Governmental Authority.

#### **REGISTRATION ON TITLE**

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of York Region No.65 of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act, the Land Registrar is hereby directed to enter Sunny Communities (King Bond) Inc. as the owner of the Real Property identified in Schedule "B" hereto 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 the Land Registrar shall vest title as herein provided, free and clear of, and without regard to, any relevant writs of execution that may have been filed with the Sheriff as against the Debtors, either before or after the date of this Order.

## **NET PROCEEDS**

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

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

## **ASSIGNMENT OF ASSUMED UNIT PURCHASE AGREEMENTS**

9. **THIS COURT ORDERS** that the form of Amending Agreement is hereby approved and that the Purchased Assets include the Debtor's right, title and interest in and to the Assumed UPAs. For greater certainty, the Receiver is hereby authorized and directed to execute such further documents as are necessary at closing to assign to the Purchaser those Unit Purchase Agreements identified in Schedule "E" hereto (the "**Assumed UPAs**").

10. **THIS COURT ORDERS** that, upon the delivery of the Receiver's Certificate and the closing of the Transaction, the Purchaser shall be deemed to have and shall thereafter have assumed all of the benefit and burden of the Assumed UPAs including, without limitation, all covenants, obligations and liabilities of the Debtors under each Assumed UPA, pursuant to the Amending Agreement and the Assignment and Assumption of the Assumed UPAs.

11. **THIS COURT ORDERS** that, for greater certainty, the assignment of the Assumed UPAs and the assumption thereof by the Purchaser shall not create or confer upon the Unit Purchasers of the Assumed UPAs any greater rights against the Purchaser than those set out in the applicable Assumed UPA, as amended by the applicable Amending Agreement.

#### **TERMINATION AND DISCLAIMER OF UNASSUMED UNIT PURCHASE AGREEMENTS**

12. **THIS COURT ORDERS** that the Unit Purchase Agreements that are not set out in Schedule "E" (collectively, the "**Unassumed UPAs**"), are hereby considered to be and shall be disclaimed, terminated and of no further force or effect, effective upon the delivery of the Receiver's Certificate in accordance with this Order. For greater certainty, the Unassumed UPAs are not part of the Purchased Assets and shall not transfer to the Purchaser hereunder and the Purchaser and Project Green shall have no obligation in respect of the Unassumed UPAs and shall have no liability whatsoever in respect of the Unassumed UPAs or any party thereto.

13. **THIS COURT ORDERS** that the disclaimer of the Unassumed UPAs in accordance with paragraph 12 hereof shall not prevent the Unit Purchasers from making a claim, subject to the limits of paragraph 14 hereof, against the Debtors for their loss or damages resulting from the termination of the Unassumed UPAs, including without limitation, in respect of any of any deposit paid to the Debtors and not previously returned to the Unit Purchaser.

14. **THIS COURT ORDERS** that nothing in this Order shall create or confer on any Unit Purchaser under an Unassumed UPA any rights against the Real Property or the Purchaser or Project Green; and, all such rights of a Unit Purchaser under an Unassumed UPA shall be considered "Claims" as that term is defined in paragraph 4 hereof and, for greater certainty, the

Purchased Assets shall be vested in the Purchaser free and clear of all Claims of any Unit Purchaser under an Unassumed UPA, in accordance with the treatment of other Claims in paragraph 4 hereof. Without limiting the generality of the foregoing, no Unit Purchaser of an Unassumed UPA shall be entitled to register any agreement, notice of agreement, certificate of pending litigation, purchaser's lien, encumbrance or any other document against title to the Real Property following the closing of the Transaction.

## **DEPOSITS**

15. **THIS COURT ORDERS** that, notwithstanding anything else contained herein, the Purchased Assets vesting in the Purchaser shall not include any current or future funds related to deposits held in trust by Robins Appleby LLP as escrow agent pursuant to the Deposit Trust Agreements in respect of the Unassumed UPAs (the “**Unassumed UPA Deposits**”). For greater certainty, nothing in this Order shall, or is intended to, entitle or grant the Purchaser any interest in the Unassumed UPA Deposits.

16. **THIS COURT ORDERS** that, for greater certainty, the Purchased Assets vesting in the Purchaser shall include all of the right, title and interest of the Debtors, if any, in and to those Unit Deposits held by Robins Appleby LLP as escrow agent pursuant to the Deposit Trust Agreements in respect of the Assumed UPAs that are condominium unit purchase agreements (the “**Assumed Condo UPA Deposits**”), to the extent such deposits have not been previously released by Robins Appleby LLP prior to Closing. Upon the delivery of the Receiver's Certificate, Robins Appleby LLP is hereby authorized and directed to transfer the Assumed Condo UPA Deposits to the Purchaser or as the Purchaser may direct, in accordance with the terms of the APS and the Assignment and Assumption of the Assumed UPAs.

17. **THIS COURT ORDERS** that, notwithstanding anything else contained herein, the Purchased Assets vesting in the Purchaser shall not include any current or future funds held in the freehold unit deposit trust account maintained by Robins Appleby LLP (the "**Freehold Deposit Account**").

#### **GENERAL**

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

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtors,

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 Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.

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**Schedule "A" – Form of Receiver's Certificate**

Court File No. CV-25-00750862-00CL

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

**BETWEEN:**

**CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

**Applicant**

- and-

**GC KING BOND LIMITED PARTNERSHIP, by its general partner, GC KING BOND  
GP INC.**

**Respondents**

**APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND  
INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE  
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

**RECEIVER'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on May 2, 2025, Deloitte Restructuring Inc. was appointed as the receiver (in such capacity, the "Receiver"), without security, over all the assets, undertakings and properties (collectively, the "Property") of each of GC King Bond Limited Partnership ("King Bond LP") and GC King Bond GP Inc. ("King Bond GP", and together with King Bond LP, the "Debtors" or "GC King Bond") acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof, including, in particular, the lands municipally known as 301, 311, 319, 329, 339, 349 King Road and 115, 119 Bond Crescent, Richmond Hill, Ontario (the "Real Property" or the "King Bond Site"), pursuant and subject to the terms of the Receivership Order.

B. Pursuant to an Order of the Court dated May 22, 2026, (the "Approval and Vesting Order"), the Court approved the agreement of purchase and sale dated February 6, 2026, as amended from time to time, between the Receiver, as vendor, and Project Green Capital GP Inc., as general partner for Project Green Capital Limited Partnership, with title to the Purchased Assets, including the Real Property, directed to Sunny Communities (King Bond) Inc. (the "Purchaser") (as amended, the

"APS"), and provided for the vesting in the Purchaser, or in such name as the Purchaser may direct, of the Debtors' right, title and interest in and to the Purchased Assets (as defined in the APS), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APS or the Approval and Vesting Order, as the case may be.

**THE RECEIVER CERTIFIES** the following:

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

DELOITTE RESTRUCTURING INC.,  
solely in its capacity as Court-appointed  
Receiver of GC King Bond Limited  
Partnership, by its general partner, GC King  
Bond GP Inc. and not in its personal or  
corporate capacity

Per:

\_\_\_\_\_

Name:

Title:

**Schedule "B" - Legal Description of the Real Property**

PIN 03196-0347(LT): BLOCK 3, PLAN 65M4711; SUBJECT TO AN EASEMENT OVER PARTS 5 & 10, 65R37226 AS IN LT7856; SUBJECT TO AN EASEMENT OVER PARTS 2 & 4, 65R37226 AS IN LT7855; SUBJECT TO AN EASEMENT AS IN YR3205059; SUBJECT TO AN EASEMENT AS IN YR3687761; SUBJECT TO AN EASEMENT AS IN YR3707563; CITY OF RICHMOND HILL

**Schedule "C" – Claims to be Deleted from Title to Real Property**

<b>Instrument No.</b>	<b>Instrument Type</b>	<b>Registration Date</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
YR3380650	Charge	February 11, 2022	\$9,000,000.00	GC King Bond GP Inc.	Westmount Guarantee Services Inc.
YR3383732	Charge	February 18, 2022	\$62,000,000.00	GC King Bond GP Inc.	Caisse Desjardins Ontario Credit Union Inc.
YR3383733	Notice of Assignment of Rents – General	February 18, 2022		GC King Bond GP Inc.	Caisse Desjardins Ontario Credit Union Inc.
YR3383734	Postponement	February 18, 2022		Westmount Guarantee Services Inc.	Caisse Desjardins Ontario Credit Union Inc.
YR3707564	Postponement	August 12, 2024		Westmount Guarantee Services Inc.	Bell Canada
YR3707565	Postponement	August 12, 2024		Caisse Desjardins Ontario Credit Union Inc.	Bell Canada
YR3768720	Notice	February 20, 2025	\$55,000.00	Markham Centre Financial Investments Inc.	
YR3791133	Charge	May 1, 2025	\$400,000.00	GC King Bond GP Inc.	SHAO, Song LI, Yingjie
YR3792283	Application to Register Court Order	May 6, 2025		Ontario Superior Court of Justice	Deloitte Restructuring Inc.
YR3844461	Construction Lien	September 26, 2025	\$55,766.00	OGO Excavation Corp.	

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

**General Encumbrances:**

1. Any and all reservations, limitations, provisos and conditions expressed in the original the patent from the Crown, as amended by statute, and unpatented mining claims and indigenous land claims.
2. Any and all applicable laws, including, without limitation, official plans, municipal bylaws, including building and zoning by-laws and decisions of the Committee of Adjustments or any other competent authority permitting variances therefrom, applicable to the Real Property.
3. Any and all permits, licenses, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto including, without limitation, registered and unregistered licenses, easements, rights-of-way, rights in the nature of easements for access, public ways, sewers, drains, utilities, gas, steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables.
4. Any and all agreements with municipalities including, without limitation, subdivision agreements, development agreements, site plan agreements, servicing agreements and encroachment agreements.
5. Airport zoning regulations.
6. Any and all rail siding agreements, facility agreements, cost sharing agreements, servicing agreements, reciprocal operating agreements and other similar agreements.
7. Any rights of expropriation, access or use or any other similar rights conferred or reserved by or in any statutes of Canada or the Province of Ontario.
8. Encumbrances for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Real Property that have accrued but are not yet due and owing.
9. Restrictive covenants, exclusivity provisions, and other similar land use control agreements.
10. Any statutory liens, charges, adverse claims, prior claims, security interests, deemed trusts or other encumbrances of any nature whatsoever which are not registered on the title to the Real Property that are claimed or held by His Majesty the King in Right of Canada, His Majesty the King in Right of the Province of Ontario or by any other governmental authority under or pursuant to any applicable laws.
11. Any title defects, irregularities or discrepancies in title or possession relating to the Real Property that do not have a material adverse effect on the use or marketability of the Real Property.
12. Minor encroachments of buildings or structures situate on the Real Property onto adjoining lands and minor encroachments of buildings and structures situate on adjoining lands onto the Real Property.
13. Security given to a public utility or any municipality or Governmental Authority when required by the operations of the Real Property in the ordinary course of business, including without limitation, the right of the municipality to acquire portions of the Real Property for road widening or interchange construction and the right of the municipality to complete improvements, landscaping or remedy

deficiencies in any pedestrian walkways or traffic control or monitoring to be providing to the Real Property.

14. Undetermined or inchoate liens incidental to construction, renovations or current operations, a claim for which shall not at the time have been registered against the Real Property.
15. Any reference plans or plans registered pursuant to the *Boundaries Act* (Ontario).
16. Any and all open and outstanding building permits.
17. Any and all deficiencies, violations, claims, interests, notices, orders or matters of noncompliance or violation in respect of the Real Property that are or disclosed in responses received from governmental authorities or other parties having jurisdiction to off-title inquiry investigations or that would be disclosed had such off-title inquiry investigations been conducted.
18. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act* (Ontario) and the rights of any person who would, but for the *Land Titles Act* (Ontario), be entitled to the Real Property or any part of it through length of adverse possession, prescription, mis-description or boundaries settled by convention and a lease to which Section 70(2) of the *Registry Act* (Ontario) applies.

**Specific Encumbrances:**

1. Instrument No. R202211 registered February 18, 1977, being a Subdivision Agreement in favour of The Corporation of Town of Richmond Hill.
2. Instrument No. LT7841 registered October 25, 1977, being a Subdivision Agreement in favour of the Town of Richmond Hill.
3. Instrument No. LT7855 registered October 26, 1977, being a Transfer of Easement in favour of the Town of Richmond Hill.
4. Instrument No. LT7856 registered October 26, 1977, being a Transfer of Easement in favour of the Town of Richmond Hill.
5. Instrument No. YR3205059 registered February 8, 2021, being a Transfer of Easement in favour of Rogers Communications Inc.
6. Instrument No. YR3281735 registered July 13, 2021, being Notice of a Subdivision Agreement between GC King Bond GP Inc. and The Corporation of the City of Richmond Hill.
7. Instrument No. YR3281737 registered July 13, 2021, being a Postponement by Rogers Communications Inc. of the Transfer of Easement registered as Instrument No. YR3205059 to the Notice of Subdivision Agreement registered as Instrument No. YR3281735 on July 13, 2021.
8. Instrument No. YR3323993 registered October 6, 2021, being a Notice of Subdivision Agreement between GC King Bond GP Inc. and The Regional Municipality of York .
9. Instrument No. YR3406836 registered April 8, 2022, being a Notice of a Site Plan Agreement between the City of Richmond Hill and GC King Bond GP Inc. .
10. Instrument No. YR3687761 registered June 14, 2024, being a Transfer of Easement in favour of Enbridge Gas Inc..

11. Instrument No. YR3707563 registered August 12, 2024, being a Transfer of Easement in favour of Bell Canada.

**Schedule "E" — Assumed Unit Purchase Agreements**

Unit Numbers
9
13
14
18
19
39
43
103
17
71
105
110

**CAISSE DESJARDINS ONTARIO CREDIT UNION  
INC.**

and

**GC KING BOND LIMITED PARTNERSHIP, by its  
general partner, GC KING BOND GP INC.**

Applicant

Respondents

Email addresses of recipients: See Service List

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

Proceeding commenced at Toronto

**ORDER  
(Approval and Vesting Order)**

**BLANEY MCMURTRY LLP**  
Barristers & Solicitors  
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Counsel for the Receiver, Deloitte Restructuring Inc.