

COURT FILE NUMBER Q.B. 434 of 2017

**COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY**

JUDICIAL CENTRE SASKATOON

PLAINTIFF CANADIAN IMPERIAL BANK OF COMMERCE

DEFENDANTS JMV ENTERPRISES LTD.

IN THE MATTER OF THE RECEIVERSHIP OF JMV ENTERPRISES LTD.

ORDER

(Sales Process)

Before the Honourable Mr. Justice B. J. Scherman in Chambers the 26th day of May, 2017.

Upon the application of Jeffrey M. Lee., Q.C. and Paul Olfert, counsel on behalf of Deloitte Restructuring Inc. (the "**Receiver**"), the receiver of the assets, properties and undertakings of JMV Enterprises Inc. (the "**Debtor**"), and on hearing from counsel on behalf of the Receiver, and on reading the Notice of Application on behalf of the Receiver dated May 23, 2017, the First Report of the Receiver dated May 19, 2017 (the "**First Report**"), the Confidential Supplement to the First Report dated May 19, 2017 (the "**Confidential Supplement**"), the Brief of Law of the Receiver, proof of substantial compliance with General Application Practice Directive #3, and a draft Order, all filed; and the pleadings and proceedings herein;

The Court Orders:

ACTIVITIES AND DISBURSEMENTS OF RECEIVER

1. The Receiver's actions, conduct and activities, as outlined in the First Report and the Confidential Supplement, are approved.
2. The Receiver's Statement of Receipts and Disbursements for the period from March 29, 2017 to May 17, 2017, as set out in the First Report, is approved.

APPROVAL OF SALES PROCEDURES AND VESTING ORDERS

3. The sales procedure to be conducted by Colliers International for the real property owned by the Debtor referred to in paragraphs 46-47 of the First Report and paragraphs 14-18 of the Confidential Supplement, and described in more detail in Appendix "C" to the Confidential Supplement (the "**Colliers Proposal**") is hereby approved and accepted, and the Receiver is hereby authorized and directed to implement the Colliers Proposal as described in the terms thereof and do all such things as are reasonably necessary to conduct and give full effect to the Colliers Proposal.
4. The sales procedure to be conducted by McDougall Auctioneers Ltd. for certain of the artwork owned by the Debtor referred to in paragraphs 54-55 of the First Report and paragraphs 19-31 of the Confidential Supplement, and described in more detail in Appendix "G" to the Confidential Supplement (the "**McDougall Proposal**") is hereby approved and accepted, and the Receiver is hereby authorized and directed to implement the McDougall Proposal as described in the terms thereof and do all such things as are reasonably necessary to conduct and give full effect to the McDougall Proposal.

5. The sales procedure to be conducted by Maynards Antique and Fine Art Ltd. for certain of the artwork owned by the Debtor described in paragraphs 54-55 of the First Report, paragraphs 19-31 of the Confidential Supplement, and Appendix "F" to the Confidential Supplement (the "**Maynards Proposal**"; and, together with the Colliers Proposal and the McDougall Proposal, the "**Sales Procedures**") is hereby approved and accepted, and the Receiver is hereby authorized and directed to implement the Maynards Proposal as described in the terms thereof and do all such things as are reasonably necessary to conduct and give full effect to the Maynards Proposal.
6. Upon the Receiver determining that any sale of any one or more "**Artworks**" (as that term is defined in the First Report) to any person (in this paragraph 6, a "**Purchaser**") pursuant to this Order has closed to the satisfaction of the Receiver and pursuant to the terms of this Order, the Receiver may file with this Honourable Court one or more certificates to that effect in substantially the form attached hereto as **Schedule A** (in this paragraph 6, a "**Receiver's Closing Certificate**"), whereupon all right, title and interest of the Debtor in and to the Artworks identified in such Receiver's Closing Certificate shall vest in the Purchaser, effective as of the date of closing identified in such Receiver's Closing Certificate, free and clear of any and all encumbrances, taxes and arrears of taxes, claims, interests, security interests, liens, charges, licenses, trusts, deemed trusts (whether contractual, statutory or otherwise), mortgages, instruments, leases, assignments, judgments, executions, options, claims, levies or any other rights (whether contractual, statutory, arising by operation of law or created by or pursuant to Orders made in these proceedings) of any persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, municipalities, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives, and Her Majesty in Right of Canada and Her Majesty in Right of the Province of Saskatchewan.
7. Upon the Receiver determining that any sale of any one or more "**Properties**" (as that term is defined in the First Report) to any person (in paragraphs 7-8, a "**Purchaser**") pursuant to this Order has closed for a sale price equal to or greater than 85% (eighty-five percent) of the appraised value for such Property as set out in the "**Property Appraisals**" (as that term is defined in the First Report), the Receiver may file with this Honourable Court one or more certificates to that effect in substantially the form attached hereto as **Schedule A** (in paragraphs 7-8, a "**Receiver's Closing Certificate**"), whereupon all right, title and interest of the Debtor in and to the Properties identified in such Receiver's Closing Certificate shall vest in the Purchaser, effective as of the date of closing identified in such Receiver's Closing Certificate, free and clear of any and all encumbrances, taxes and arrears of taxes, claims, interests, security interests, liens, charges, licenses, trusts, deemed trusts (whether contractual, statutory or otherwise), mortgages, instruments, leases, assignments, judgments, executions, options, claims, levies or any other rights (whether contractual, statutory, arising by operation of law or created by or pursuant to Orders made in these proceedings) of any persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, municipalities, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives, and Her Majesty in Right of Canada and Her Majesty in Right of the Province of Saskatchewan.
8. Upon receipt of a Receiver's Closing Certificate evidencing the sale of any one or more of the Properties, the Registrar of Titles shall accept an application to set up a new title to the Properties in the name of the Purchaser (or its nominee), freed and discharged from all interests except as provided in the Receiver's Closing Certificate.

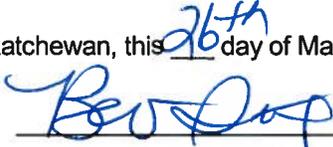
INTERIM DISTRIBUTIONS

- 9. The Receiver shall be and is hereby authorized and directed to deal with the net proceeds derived from the implementation of the Sales Procedures in the following manner:
 - a) The Receiver may make one or more interim distributions, in a maximum aggregate amount not to exceed the lesser of (i) the net proceeds derived from the implementation of the Sales Procedures, less all legal and professional costs and all other costs of and incidental to the receivership (the "**Net Proceeds**"); and (ii) the amount owed by the Debtor to Canadian Imperial Bank of Commerce ("**CIBC**"), the senior secured creditor of the Debtor; to CIBC on account of and in partial satisfaction of the valid and enforceable claim of CIBC; and
 - b) Subject to paragraph 19 of the Receivership Order, the Receiver shall hold back the remainder of the Net Proceeds, and not distribute same, until further order of the Court.

SEALING OF CONFIDENTIAL SUPPLEMENT

- 10. The Confidential Supplement, including all exhibits and appendices thereto, shall be kept sealed and confidential, and shall not form part of the public record but shall be kept separate and apart from the other contents of the Court file in respect of this matter in a sealed envelope which sets out the style of cause of these proceedings and a statement that the contents thereof are subject to a Sealing Order, and shall not be opened except by the Honourable Mr. Justice B. J. Scherman or by further Order of the Court.
- 11. Application to unseal the Confidential Supplement may be made at any time upon fourteen days' notice to counsel for the Receiver and counsel for Canadian Imperial Bank of Commerce.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 26th day of May, 2017.



 DEPUTY LOCAL REGISTRAR

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of the firm:	MLT Aikins LLP
Lawyer in charge of file :	Jeffrey M. Lee Q.C. / Paul Olfert
Address of firm:	1500, 410 22nd Street E, Saskatoon SK S7K 5T6
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SCHEDULE "A"

RECEIVER'S CLOSING CERTIFICATE

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JUDICIAL CENTRE SASKATOON

PLAINTIFF CANADIAN IMPERIAL BANK OF COMMERCE

DEFENDANTS JMV ENTERPRISES LTD.

IN THE MATTER OF THE RECEIVERSHIP OF JMV ENTERPRISES LTD.

**CERTIFICATE
NUMBER:**

VENDOR:

Deloitte Restructuring Inc., in its capacity as Receiver of the undertaking, property and assets of JMV Enterprises Ltd., and not in its personal or corporate capacity

PURCHASER:

[Name of Purchaser]

PROPERTY:

[Description of property or artworks, including specific legal description in the case of real property]

PERMITTED

ENCUMBRANCES:

[If the Property is real property, describe any encumbrances which are to remain on title by name of interest, name of interest holder, and interest register number]

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice B.J. Scherman of the Court of Queen's Bench for Saskatchewan, Judicial Centre of Saskatoon (the "**Court**") dated March 29, 2017, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets JMV Enterprises Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated May 26, 2017 (the "**Sales Process Order**"), the Court approved certain procedures for the sales of certain assets, which Sales Process Order authorizes the sale of the Property by the Receiver to the Purchaser and the vesting in the Purchaser of the Debtor's right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon the filing with the Court of a certificate confirming that the transaction for the purchase and sale of the Property has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The sale of the Property by the Receiver to the Purchaser, and the purchase of the Property from the Receiver by the Purchaser, has been completed to the satisfaction of the Receiver.

2. This Certificate is executed by the Receiver at __:__ a.m./p.m. this __ day of _____, 20__.

Deloitte Restructuring Inc., in its capacity as Receiver of the undertaking, property and assets of JMV Enterprises Ltd., and not in its personal or corporate capacity.

Per: _____
Name:
Title: