

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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.

MOTION RECORD
(RETURNABLE MARCH 4, 2022)

February 28, 2022

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

Gregory Azeff LSO#: 45324C
Tel: 416.595.2660 / Fax: 416.595.8695
Email: gazeff@millerthomson.com

Stephanie De Caria LSO#: 68055L
Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO#: 82213R
Tel: 416.597.6087 / Fax: 416.595.8695
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine
Community Inc.

TO: **DELOITTE RESTRUCTURING INC.**
Bay Adelaide East, 8 Adelaide Street West, Suite 200
Toronto, Ontario, M5H 0A9

Toni Vanderlaan
Email: tvanderlaan@deloitte.ca

Stacey Greenbaum
Email: sgreenbaum@deloitte.ca

Proposed Monitor

AND TO: **CASSELS BROCK & BLACKWELL**
Scotia Plaza, Suite 2100, 40 King St W
Toronto, ON M5H 3C2

Jane Dietrich LSO#49302U
Email : jdietrich@cassels.com

Monique Sassi LSO#63638L
Email: msassi@cassels.com

Lawyers for the Proposed Monitor

AND TO: **TORKIN MANES LLP**
151 Yonge St #1500
Toronto, ON M5K 0A1

Barry A. Cohen
Email: bcohen@torkinmanes.com

Jeffrey J. Simpson
Email: jsimpson@torkinmanes.com

Lawyers for Limestone Capital Inc.

AND TO: **DENTONS CANADA LLP**
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Sara-Ann Wilson LSO #56016C
Email: sara.wilson@dentons.com

Lawyers for Nahid Corporation

AND TO: **MINISTRY OF FINANCE**
Legal Services Br.,
33 King Street West, 6th Floor PO Box 627, Stn. A
Oshawa, ON L1H 8H5

Email: insolvency.unit@ontario.ca

AND TO : **DEPARTMENT OF JUSTICE**
3400-130 King Street West
Tax Section, PO Box 36, Exchange Tower
Toronto, ON M5X 1K6

Diane H. Winters
Email: diane.winters@justice.gc.ca

AND TO : **ROYAL BANK OF CANADA**
Head Office Law Dept., 6th Floor, South Tower, Royal Bank Plaza
200 Bay St.
Toronto, ON M5J 2J5

180 Wellington st, 4th floor
Toronto, ON M5J 1J1
and
36 York Mills Road, 4th Floor
Toronto, ON M2P 0A4

AND TO : **INTAKE CENTRE FOR INSOLVENCY (Ontario Region)**

Administrative Agreement Requests
Manager, Insolvency
Toronto Centre Tax Services Office
Canada Revenue Agency
Fax: 416-954-6411

AND TO : **CITY OF MARKHAM**

101 Town Centre Boulevard, Markham, Ontario, L3R 9W3
Email: etax@markham.ca
Tel : 905.475.4864
Fax: 905.415.7544

Email Service List:

gazeff@millerthomson.com; sdecaria@millerthomson.com; mfaheim@millerthomson.com;
tvanderlaan@deloitte.ca; sgreenbaum@deloitte.ca; jdietrich@cassels.com; msassi@cassels.com;
jsimpson@torkinmanes.com; bcohen@torkinmanes.com; sara.wilson@dentons.com;
insolvency.unit@ontario.ca; diane.winters@justice.gc.ca; etax@markham.ca

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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.

I N D E X

Tab	Description
1	Notice of Motion, returnable March 4, 2022
1(a)	Schedule "A" - Draft Amended and Restated Initial Order
(b)	Schedule "B" - Draft SISP Order, including Schedule "A" SISP Procedures
2	Affidavit of Jeremy Anderson, sworn February 28, 2022
A	Affidavit of Jeremy Anderson, sworn February 22, 2022, without exhibits
B	Order and Endorsement of Justice Penny dated February 23, 2022
C	DIP Commitment
3	Blackline of Draft Amended and Restated Initial Order against the Initial Order of Justice Penny dated February 23, 2022
4	Blackline of Draft Amended and Restated Initial Order against Model Order

TAB 1

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

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.

NOTICE OF MOTION

The Applicant, Trinity Ravine Community Inc. ("**Trinity Ravine**" or the "**Applicant**") will make a Motion to a Judge presiding over the Commercial List on Friday, March 4, 2022 at 12:00 p.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- In writing under subrule 37.12.1(1) because it is
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location

<https://millerthomson.zoom.us/j/89251544343?pwd=STdWTVhCeDFpK01XM3dzUThkOVI4dz09>

THE MOTION IS FOR:

- (a) An Order substantially in the form of draft Order attached as Schedule “A” hereto (the “**Amended and Restated Initial Order**”), among other things:
 - (i) approving the DIP Facility (as defined below) and DIP Lender’s Charge (as defined below);
 - (ii) increasing the Administration Charge (as defined below) to \$250,000.00; and
 - (iii) extending the Stay Period (as defined below) to July 22, 2022;

- (b) An Order substantially in the form of draft Order attached as Schedule “B” hereto (the “**SISP Order**”), among other things:
 - (i) empowering and authorizing the Applicant, with the assistance of the Monitor (as defined below), to market any or all of the assets of the Applicant, including advertising and soliciting offers in respect of the Applicant’s Property (as defined below) or any parts thereof, and negotiate such terms and conditions of sale as the Applicant and the Monitor may deem appropriate; and
 - (ii) approving and authorizing the Applicant, with the assistance of the Monitor (as defined below), to undertake a sale and investment solicitation process (the “**SISP**”) involving the Property, the Applicant and the Business (as defined below) conducted by the Applicant; and

- (c) Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background to Proceeding and Applicant

- (a) The Applicant is a corporation under the *Canada Not-for-profit Corporations Act* whose primary business and charitable purpose is the development of a real estate development project known as Trinity Ravine Community (the “**Project**”);
- (b) The Project is a two-tower, 605-unit project to be built on “shovel-ready” grounds in Scarborough, Ontario (the “**Development Land**”), and is intended to serve as an accessible, condominium-style senior citizens’ residence which enables residents to “age in place”;
- (c) The Project utilizes a life lease structure pursuant to which prospective residents (“**Purchasers**”) purchased the right to occupy units in the Project upon completion;
- (d) Due to the skyrocketing costs of construction and the delays and uncertainty caused by the COVID-19 pandemic, the Project will not be completed by the Completion Date. The Project’s financial model is no longer viable;
- (e) Certain deposits to Purchasers were returned, and numerous other Purchasers have requested return of deposits, which the Applicant has been unable to process due to the lack of available funds;

- (f) In light of its financial distress and mounting pressure from the Purchasers, the Applicant brought an application returnable February 23, 2022, seeking protection under the CCAA;

Granting of Initial Order

- (d) Pursuant to the Initial Order of Justice Penny dated February 23, 2022 (the “**Initial Order**”), *inter alia*, the Court: (i) declared that the Applicant is a company to which the CCAA applies; (ii) authorized the Applicant to remain in possession and control of its assets, undertaking and properties (the “**Property**”) and continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”); (iii) granted the Applicant with the right to proceed with an orderly restructuring of the Business; (iv) appointed Deloitte Restructuring Inc. as Monitor (in such capacity, the “**Monitor**”) of the Applicant; (v) ordered that no proceeding or enforcement process shall be commenced or continued against the Applicant until March 5, 2022 (the “**Stay Period**”); and, (vi) granted a first-priority charge against the Property in favour of the Monitor, counsel to the Monitor, and counsel to the Applicant up to the aggregate amount of \$150,000 to secure professional fees (the “**Administration Charge**”);

Activities of the Applicant During the Stay Period

- (e) During the Stay Period, the Applicant, with the assistance of the Monitor, has engaged in the following activities:

- (i) Finalized and entered into a debtor-in-possession financing term sheet (the “**DIP Facility**”) with Nahid Corporation or an affiliate, as lender (the “**DIP Lender**”);
- (ii) Developed the SISP; and
- (iii) Communicated with Purchasers and other creditors and stakeholders regarding the commencement of the CCAA proceeding;

DIP Facility

- (f) Based on the 26-Week Cash Flow Forecast submitted as part of the Applicant’s application for an Initial Order, the Applicant estimates that it requires a commitment for additional funding up to \$850,000 in order to ensure that it has sufficient resources to complete the SISP and CCAA process;
- (g) In particular, the Applicant requires additional financing in order to undertake proposed SISP and consummate a transaction thereunder, as well as attend to an orderly distribution process in respect of all of its creditors, including remaining purchasers in the Project and secured creditors, among others;
- (h) Accordingly and pursuant to the DIP Facility Term Sheet dated February 28, 2022 (the “**Term Sheet**”, a copy of which is attached as an exhibit to the Affidavit of Jeremy Anderson sworn February 28, 2022), the DIP Lender has agreed to provide the Applicant with a non-revolving DIP Facility in the maximum principal amount of \$850,000.00, payable in monthly tranches, with interest thereon at a rate per

annum equal to 12% or the TD Bank Prime Rate plus 9.55%. The DIP Facility shall be secured by a court-ordered first-priority charge against all of the Property of the Applicant (the “**DIP Lender’s Charge**”) and for greater certainty, shall rank as a super-priority charge against the Property;

- (i) The Applicant’s management team has the confidence of its major creditors;
- (j) The proceeds of the proposed DIP Facility will enhance the prospects of a viable compromise or arrangement being made in respect of the Applicant;
- (k) The appraised value of the Development Land is considerably higher than the charges against same, and the DIP Lender’s Charge will not prejudice any other secured creditor;
- (l) The Applicant is of the view that the proposed DIP Facility and the DIP Lender’s Charge are necessary to these CCAA proceedings, and represent fair and reasonable terms;
- (m) The Monitor supports and approves the Term Sheet, the DIP Facility and the DIP Lender’s Charge;

The Proposed SISP

- (n) The Applicant seeks court-approval of the proposed SISP substantially in the form of the draft SISP Order (which term includes the SISP Procedures attached as Schedule “A” thereto);

- (o) The SISP provides participants with the option to submit two types of bids: (i) a bid for the real property municipally known as 1250 Markham Road, Scarborough Ontario (the “**Real Property**”) or (ii) a bid for the Real Property and all property and collateral of the Applicant in connection with its development Business of the Real Property (the “**Development Assets**”);

- (p) The key terms and deadlines set out in the proposed SISP are as follows (all capitalized terms not otherwise defined have the meaning prescribed to them in the proposed SISP):

Milestone	Date(s)
Marketing and due diligence period	March 4, 2022 – May 6, 2022
LOI Deadline	May 6, 2022
Final Bid Deadline	June 17, 2022
Final Agreement Deadline	June 24, 2022
Targeted transaction closing date	August 31, 2022

- (q) The Applicant is of the view that the SISP is reasonable in the circumstances, and will attract varying bids in order to maximize transaction value as well as the opportunity to monetize the Development Assets;

- (r) The Monitor supports the SISP and is also of the view that the SISP, and the timelines contained therein, are reasonable and in the best interests of all stakeholders;

Extension of the Stay Period

- (s) The current Stay Period under the Initial Order expires on March 5, 2022;
- (t) In order to permit the Applicant and the Monitor to implement the SISP and consummate a transaction thereunder, the Applicant is seeking an extension of the Stay Period to July 22, 2022, with the view of further extending the Stay Period contemporaneously with seeking approval of a Winning Bid (as defined in the SISP);
- (u) The Applicant has acted and continues to act in good faith and with due diligence in these proceedings, and the extension to the Stay Period is in the best interest of all stakeholders in this proceeding;
- (v) The Monitor supports the extension to the Stay Period;

Increase to Administration Charge

- (w) Pursuant to the Initial Order, the current Administration Charge against the Property is for the aggregate maximum amount of \$150,000;
- (x) The implementation of the SISP will require a great deal of involvement and assistance from the professionals in this proceeding, being the Monitor, the Monitor's counsel and the Applicant's counsel;

- (y) The professionals are necessary to a successful SISP and to successfully consummating a transaction thereunder, and such professionals require financial security in order to assist the Applicant with its sale efforts in this proceeding;
- (z) It is a condition of the DIP Facility that the DIP Lender's Charge rank ahead of the Administration Charge, potentially increasing the risk to the beneficiaries thereunder;
- (aa) Accordingly, the Applicant is seeking an increase to the Administration Charge up to the maximum aggregate amount of \$250,000 as security for the fees of the Monitor, its counsel and the Applicant's counsel;

General

- (bb) The provisions of the CCAA, including sections 11, 11.02 and 11.2(1);
- (cc) Rules 1.04, 2.03, 3.02, 14.05(2), 16, 38 and 39 of the *Rules of Civil Procedure*, as amended, and sections 106 of the *Courts of Justice Act*, as amended; and
- (dd) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (a) Affidavit of Jeremy Anderson sworn February 28, 2022;
- (b) First Report of the Monitor, to be filed; and

- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

February 28, 2022

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

Gregory Azeff LSO#: 45324C
Tel: 416.595.2660 / Fax: 416.595.8695
Email: gazeff@millerthomson.com

Stephanie De Caria LSO#: 68055L
Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO #82213R
Tel: 416.597.6087
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine
Community Inc.

AND TO: **DELOITTE RESTRUCTURING INC.**
Bay Adelaide East, 8 Adelaide Street West, Suite 200
Toronto, Ontario, M5H 0A9

Toni Vanderlaan
Email: tvanderlaan@deloitte.ca

Stacey Greenbaum
Email: sgreenbaum@deloitte.ca

Proposed Monitor

AND TO: **CASSELS BROCK & BLACKWELL**
Scotia Plaza, Suite 2100, 40 King St W
Toronto, ON M5H 3C2

Jane Dietrich LSO#49302U
Email : jdietrich@cassels.com

Monique Sassi LSO#63638L

Email: msassi@cassels.com

Lawyers for the Proposed Monitor

AND TO: **TORKIN MANES LLP**

151 Yonge St #1500

Toronto, ON M5K 0A1

Barry A. Cohen

Email: bcohen@torkinmanes.com

Jeffrey J. Simpson

Email: jsimpson@torkinmanes.com

Lawyers for Limestone Capital Inc.

AND TO: **DENTONS CANADA LLP**

77 King Street West, Suite 400

Toronto-Dominion Centre

Toronto, ON M5K 0A1

Sara-Ann Wilson LSO #56016C

Email: sara.wilson@dentons.com

Lawyers for Nahid Corporation

AND TO: **MINISTRY OF FINANCE**

Legal Services Br.,

33 King Street West, 6th Floor PO Box 627, Stn. A

Oshawa, ON L1H 8H5

Email: insolvency.unit@ontario.ca

AND TO : **DEPARTMENT OF JUSTICE**

3400-130 King Street West

Tax Section, PO Box 36, Exchange Tower

Toronto, ON M5X 1K6

Diane H. Winters

Email: diane.winters@justice.gc.ca

AND TO : **ROYAL BANK OF CANADA**
Head Office Law Dept., 6th Floor, South Tower, Royal Bank Plaza
200 Bay St.
Toronto, ON M5J 2J5

180 Wellington st, 4th floor
Toronto, ON M5J 1J1
and
36 York Mills Road, 4th Floor
Toronto, ON M2P 0A4

AND TO : **INTAKE CENTRE FOR INSOLVENCY (Ontario Region)**

Administrative Agreement Requests
Manager, Insolvency
Toronto Centre Tax Services Office
Canada Revenue Agency
Fax: 416-954-6411

AND TO : **CITY OF MARKHAM**

101 Town Centre Boulevard, Markham, Ontario, L3R 9W3
Email: etax@markham.ca
Tel : 905.475.4864
Fax: 905.415.7544

Email Service List:

gazeff@millerthomson.com; sdecaria@millerthomson.com; mfaheim@millerthomson.com;
tvanderlaan@deloitte.ca; sgreenbaum@deloitte.ca; jdietrich@cassels.com; msassi@cassels.com;
jsimpson@torikinmanes.com; bcohen@torikinmanes.com; sara.wilson@dentons.com;
insolvency.unit@ontario.ca; diane.winters@justice.gc.ca; etax@markham.ca

SCHEDULE "A"
Amended and Restated Initial Order

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

THE HONOURABLE) FRIDAY, THE 4th
)
JUSTICE CONWAY) DAY OF MARCH, 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.

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by Trinity Ravine Community Inc. ("**Trinity Ravine**" or the "**Applicant**") for orders, among other things: (i) amending and restating the Initial Order (the "**Initial Order**") issued on February 23, 2022 (the "**Initial Filing Date**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), (ii) approving the DIP Facility and granting the DIP Lender's Charge (as such terms are defined below), and (iii) approving a sale and investment solicitation process, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jeremy Anderson sworn February 22, 2022 and the Exhibits thereto, the affidavit of Jeremy Anderson sworn February 28, 2022 and the Exhibits thereto, and the First Report of Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as CCAA Monitor (in such capacity, the "**Monitor**") dated March 1, 2022, and on hearing the submissions of counsel

for the Applicant, counsel for the Monitor, counsel to the secured creditor, Nahid Corporation, and no one appearing for any other party listed on the Service List set out in the Motion Record, although duly served as appears from the affidavit of service of Shallon Garrafa sworn February 28, 2022,

INITIAL ORDER & INITIAL FILING DATE

1. THIS COURT ORDERS that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

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.

APPLICATION

3. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

5. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the banking and cash management system currently in place as described in the Anderson Affidavit, or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

9. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time (“**Rent**”), for the period

commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

13. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days’ notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant’s claim to the fixtures in dispute.

14. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours’ prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein

shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

15. THIS COURT ORDERS that until and including July 15, 2022, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

17. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any

monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

21. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

APPOINTMENT OF MONITOR

22. THIS COURT ORDERS that Deloitte Restructuring Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all

material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

23. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel on a monthly basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the Applicant in the Applicant's preparation of its cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than monthly basis, or as otherwise agreed to by the DIP Lender;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

24. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental**

Legislation”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

26. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant including the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. For certainty, the Monitor shall not be required to provide information regarding the SISP to any creditor including the DIP Lender which in its opinion could negatively impact the SISP or the Applicant. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

27. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, whether incurred prior to, on, or subsequent to, the date of this Order, in each case at their standard rates and charges, by the

Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis, and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 37 and 39 hereof.

DIP FINANCING

31. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility (the "**DIP Facility**") from Nahid Corporation or an affiliate (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and restructuring professional fees, provided that borrowings under the DIP Facility shall not exceed \$850,000 unless permitted by further Order of this Court.

32. THIS COURT ORDERS THAT the DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Facility term sheet between the Applicant and the DIP Lender, dated February 28, 2022 (the “**Term Sheet**”), filed.

33. THIS COURT ORDERS that the Term Sheet is approved and the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

34. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property. The DIP Lender's Charge secures, (a) the obligations of the Applicant to the DIP Lender, including the payment of principal, interest fees and other amounts under the Term Sheet, and (b) all costs, fees and expenses, including legal fees and disbursements, incurred by the DIP Lender in connection with the Term Sheet, the DIP Facility, the within proceedings and the enforcement of the DIP Lender’s rights under the Term Sheet, this Order, any other Court order and the DIP Lender’s Charge. The DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 37 and 39 hereof.

35. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Term Sheet, Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon seven (7) days' notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Term Sheet, the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

36. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Term Sheet or the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

37. THIS COURT ORDERS that the priorities of the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – DIP Lender's Charge; and

Second – Administration Charge (to the maximum amount of \$250,000).

38. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge or the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

39. THIS COURT ORDERS that the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall each constitute a charge on the Property and the Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

40. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property, unless the Applicant obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Administration Charge, or further Order of this Court.

41. THIS COURT ORDERS that the Administration Charge, the Term Sheet, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the

“**Chargees**”) and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party; and
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents.

42. THIS COURT ORDERS that the payments made by the Applicant pursuant to this Order, the Term Sheet or the Definitive Documents, and the granting of the Charges, the execution and delivery of the Term Sheet and the Definitive Documents, and all actions taken to perfect, record, and register the DIP Lender’s Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable, reviewable or voidable transactions under any applicable law.

43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge on the Applicant's interest in such real property leases.

44. THIS COURT ORDERS AND DIRECTS that the Applicant register a copy of this Order on title to the Real Property (as defined in the Affidavit of Jeremy Anderson sworn February 28, 2022).

SERVICE AND NOTICE

45. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

46. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.insolvencies.deloitte.ca/en-ca/trinityravine.

47. THIS COURT ORDERS that the Applicant and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2175 (SOR/DORS).

GENERAL

48. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation of this Order hereunder.

49. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

50. 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 Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this

Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

51. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

52. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

53. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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.

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

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

Proceeding commenced at TORONTO

AMENDED & RESTATED INITIAL ORDER

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@millerthomson.com

Stephanie De Caria LSO#: 68055L

Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO #82213R

Tel: 416.597.6087
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

SCHEDULE "B"
SISP Order

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

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

THE HONOURABLE) FRIDAY, THE 4th
)
JUSTICE CONWAY) DAY OF MARCH, 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.

**ORDER
(Re: Sale and Investment Solicitation Process)**

THIS MOTION, made by Trinity Ravine Community Inc. ("**Trinity Ravine**" or the "**Applicant**") for orders, among other things, approving a sale and investment solicitation process, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jeremy Anderson sworn February 22, 2022 and the Exhibits thereto, the affidavit of Jeremy Anderson sworn February 28, 2022 and the Exhibits thereto, and the First Report of Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as CCAA Monitor (in such capacity, the "**Monitor**") dated March 1, 2022, and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel to the secured creditor, Nahid Corporation, and no one appearing for any other party listed on the Service List set out in the Motion Record,

although duly served as appears from the affidavit of service of Shallon Garrafa sworn February 28, 2022,

SERVICE

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.

APPROVAL OF SALE PROCESS

2. **THIS COURT ORDERS** that the Sale and Investment Solicitation Process (“SISP”, which term includes the procedures described at Schedule “A” hereto), be and is hereby approved.

3. **THIS COURT ORDERS** that all capitalized terms in this section of this Order shall have the same meaning prescribed to them in the SISP.

4. **THIS COURT ORDERS** that the Monitor, with the assistance of the Applicant, is hereby authorized to commence and carry out the SISP in accordance with its terms and this Order, and the Monitor and the Applicant are authorized to take such steps and execute such documentation as are considered necessary or desirable in carrying out the terms of the SISP.

5. **THIS COURT ORDERS** that the SISP may be amended and the timelines prescribed therein may be extended by the Monitor in consultation with the Applicant.

6. **THIS COURT ORDERS** that the Applicant, the Monitor and their respective assistants, partners, directors, employees, advisors, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in

connection with or as a result of performing their duties under the SISP, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or willful misconduct of the Applicant or the Monitor, as applicable, as determined by this Court.

PIPEDA

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant may disclose personal information of identifiable individuals to prospective purchasers or bidders for Applicant, Property or the Business, as applicable, and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete a transaction in respect of the Applicant, the Property or the Business (the “**Transaction**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall return all such information to the Applicant, or in the alternative destroy all such information. The Successful Bidder shall be entitled to continue to use the personal information provided to it, and in a manner which is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information. The Winning Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Winning Bid(s), shall be entitled to use the personal information provided to it that is related to the Real Property and Development Assets acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Applicant or the Monitor as applicable.

APPROVAL OF FIRST REPORT

8. **THIS COURT ORDERS** that the First Report of the Monitor and the activities described therein be and they are hereby approved.

GENERAL

9. **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 Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

SCHEDULE “A”

PROCEDURES FOR SALE AND INVESTMENT SOLICITATION PROCESS Trinity Ravine Community Inc.

I. INTRODUCTION

1. Pursuant to 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**”), Trinity Ravine Community Inc. (the “**Applicant**”) was granted protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”) and Deloitte Restructuring Inc. was appointed as Monitor (in such capacity, the “**Monitor**”). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Initial Order.
2. Pursuant to the Order of the Honourable Madam Justice Conway dated March 4, 2022 (the “**SISP Order**”), the Court approved and authorized the Monitor to undertake this sale and investment solicitation process (the “**SISP**”) to solicit interest from qualified parties in an acquisition of;
 - (a) the real property of the Applicant municipally known as 1250 Markham Road, Scarborough Ontario (the “**Real Property**”) pursuant to a commercial real estate transaction (the “**Real Property Bid**”); or
 - (b) the Real Property and the assets of the Applicant to be used for the development of the Real Property including but not limited to municipal development permits, site approvals and architecture drawings (the “**Development Assets**”) pursuant to an asset purchase transaction (the “**Development Bid**”).
3. This SISP describes the manner in which individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations or other entities (each, a “**Person**”) may gain access to or continue to have access to due diligence materials concerning the the Real Property and the Development Assets and how bids will be submitted to and dealt with by the Applicant and the Monitor, and how Court approval will be obtained in respect of consummating a transaction contemplated by a Real Property Bid or Development Bid.
4. The Monitor shall have the right to modify the SISP in consultation with the Applicant, including to modify the various deadlines herein if the Monitor in consultation with the Applicant in its reasonable business judgment, believes such modification will enhance the process or better achieve the objectives of the SISP. Any extensions or amendments herein will be communicated to Qualified Bidders (as defined below), in writing and such extensions or amendments shall be posted on the website the Monitor maintains in respect of the CCAA proceedings at <http://www.insolvencies.deloitte.ca/en-ca/trinityravine>.

II. “AS IS, WHERE IS” BASIS

5. Any transaction involving the Applicant, the Real Property or the Development Assets will be on an “as is, where is” basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Monitor, the Broker (as defined below) the Applicant, or any of their respective directors, officers, employees, agents, estates, advisors, professionals or otherwise, except to the extent expressly set forth in the relevant Final Agreement (as defined herein).
6. By submitting a Real Property Bid or a Development Bid, each Potential Bidder (as each capitalized terms are defined herein) shall be deemed to acknowledge and represent that: (i) it has had an opportunity to conduct any and all due diligence regarding the Applicant, the Real Property and the Development Assets to making its Real Property Bid or Development Bid, as applicable; (ii) it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or the Real Property, Applicant or Development Assets in making its Real Property Bid or Development Bid; and, (iii) that it did not rely on any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Real Property, Applicant or Development Assets, as applicable, or the completeness of any information provided in connection therewith, except as expressly stated in this SISP or as set forth in the Final Agreement (as defined herein) approved by the Court.

Supervision of the SISP

7. The Monitor with the assistance of the Broker (defined below) shall oversee, in all respects, the conduct of the SISP in the manner set out in this SISP, the SISP Order, the Initial Order and any other orders of the Court. In the event of any disagreement between the Monitor and the Applicant where the Monitor is required to consult with the Applicant, the Monitor’s decision shall prevail. However, any sale transaction pursuant to this SISP is to be ultimately selected and completed by the Applicant as vendor pursuant to section 35 of this SISP.

III. THE SISP PROCESS

A. Selection of Broker

8. As soon as reasonably practicable after the granting of the SISP Order, the Monitor, in consultation with the Applicant, may contact any licensed real estate agents and brokers (each a “**Prospective Broker**”) and invite such Prospective Brokers to respond to a request for proposal prepared by the Monitor to act as the licensed broker to assist the Monitor and Applicant with the sale of the Real Property (each such submission defined as a “**Sale Proposal**”). The Monitor, in consultation with the Applicant, will review the Sale Proposals in consideration of the factors and circumstances appropriate in these circumstances, including but not limited to proposed commission to be charged, and within 10 days (or such later date as the Monitor determines appropriate) after the granting of the SISP Order select a Prospective Broker as the successful broker to be engaged by the Applicant to assist the Monitor with the implementation of this SISP (the “**Broker**”).

9. The Broker and the Applicant shall enter into an agreement governing the services to be provided by the Broker which form shall be satisfactory to the Monitor and the Applicant (the “**Broker Agreement**”).

B. Initial Solicitation of Interest

10. Upon execution of the Broker Agreement, the Broker, with assistance from the Monitor and the Applicant, will prepare a list of potential bidders (the “**Known Potential Bidders**”) who may have interest in a transaction involving the Real Property and Development Assets. Such list will include both strategic and financial parties who, in the Broker, Monitor or Applicant’s reasonable business judgment, may be interested in acquiring an interest in the Real Property or Development Assets.
11. As soon as reasonably practicable after the granting of the SISP Order, the Broker, with assistance from the Monitor as needed, will cause a notice regarding this SISP (and such other relevant information which the Monitor in consultation with the Applicant consider appropriate), in a form satisfactory to and previously approved by the Monitor, to be published on the Broker’s website, MLS or any other website or in any other publication in which the Broker and Monitor determine notice of this SISP should be published.
12. Concurrently, the Monitor will direct the Broker to prepare an initial offering summary (the “**Teaser Letter**”) notifying Known Potential Bidders of the SISP and inviting the Known Potential Bidders to express their interest in making a Real Property Bid or Development Bid.
13. The Monitor will direct the Broker to distribute to the Known Potential Bidders and any other interested Persons the Teaser Letter, as well as form of confidentiality agreement (the “**Confidentiality Agreement**”) which shall inure to the benefit of the Person or Persons who make the Winning Bid (as defined herein) pursuant to this SISP.
14. Any Person who (a) executes a Confidentiality Agreement, in form and substance satisfactory to the Monitor, acting reasonably, and (b) sets forth the identity of the potential bidder, contact information for such bidder and demonstrates that it has the financial capabilities and technical expertise to make a viable Real Property Bid or Development Bid, in form and substance satisfactory to the Monitor, acting reasonably, shall be deemed to be a potential bidder (each such Person so deemed, a “**Potential Bidder**”).

C. Due Diligence

15. The Monitor in consultation with the Applicant will direct the Broker (with assistance from the Monitor and Applicant) to create and provide a confidential information memorandum (“**CIM**”) describing the opportunity to make a Real Property Bid or Development Bid to each Potential Bidder as soon as practicable after such Person is deemed to be a Potential Bidder in accordance with this SISP.
16. The Monitor will direct the Broker to establish an electronic data room to be populated with (i) information (as provided by the Monitor with the assistance of the Applicant) pertaining to the Real Property and/or Development Assets (ii) a template sale agreement developed by the

Monitor and (iii) any other diligence materials requested by Potential Bidder(s) that the Monitor, Applicant and Broker determine appropriate and necessary to assist a Potential Bidder(s) in its review of the Real Property or the Development Assets.

17. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Real Property and Development Assets in connection with their participation in the SISP and any transaction they may enter into with the Applicant. Potential Bidders must not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever by the Monitor, Broker or Applicant, whether express, implied, statutory or otherwise, regarding the Real Property or Development Assets or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by the Applicant.
18. The Monitor reserves the right to limit any Potential Bidder's access to any confidential information (including any information in the CIM or a data room) where, in the Monitor's opinion after consultation with the Applicant, such access could negatively impact the SISP or the Applicant.

D. Qualified LOI Process

19. Any Potential Bidder who wishes to submit a Real Property Bid or Development Bid must deliver a written, non-binding letter of intent in respect of the Real Property and Development Assets (each, a "LOI") to the Monitor at the address specified in Schedule "1" hereto **on or before 5:00 p.m. (Toronto time) on Friday, May 6, 2022**, or such other date or time as the Monitor may determine (the "LOI Deadline").
20. An LOI shall contain:
 - (a) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect owners of the Potential Bidder and their principals;
 - (b) evidence of financial capability of the Potential Bidder to consummate the transaction including the structure and financing of the transaction including a specific indication of the anticipated sources of capital for such Potential Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit support or enhancement that will allow the Monitor and its legal advisors, to make, in their reasonable business or professional judgment, a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a Real Property Bid or a Development Bid; and
 - (c) an indication of whether the Potential Bidder wishes to tender (i) a Real Property Bid; or (ii) a Development Bid.
 - (d) in the case of a Development Bid, a description of the Development Assets expected to be included in the transaction;

- (e) the purchase price or price range (including any liabilities to be assumed by the Potential Bidder if applicable) and in the case of a Development Bid the allocation of the purchase price between the Real Property and the Development Assets;
 - (f) any anticipated corporate, shareholder, internal, regulatory or other approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
 - (g) any additional due diligence required or desired to be conducted by the Potential Bidder, if any;
 - (h) any conditions to closing that the Potential Bidder may wish to impose; and
 - (i) any other terms or conditions of the Real Property Bid or Development Bid which the Potential Bidder believes are material to the proposed transaction.
21. Following the LOI Deadline, the Monitor in consultation with the Applicant and the Broker, will assess the LOIs based on factors and circumstances as they consider appropriate in the circumstances including, but not limited to: (i) whether all conditions listed above have been met, (ii) the scope of the Real Property or Development Assets to which any LOIs may relate (iii) the conditions to closing contained in the LOIs, (iv) whether the bidder appears to have a bona fide interest in completing a transaction contemplated by the Real Property Bid or Development Bid (as the case may be); and (v) whether the bidder has the financial capability (based on availability of financing, experience and other considerations) to consummate such a transaction based on the financial information provided. Based on this assessment the Monitor will determine if such bid and bidder will be deemed a “**Qualified LOI**” and “**Qualified Bidder**” respectively.
22. No bidder that has submitted a LOI shall be deemed to be a Qualified Bidder without the approval of the Monitor.
23. The Monitor in consultation with the Applicant may waive the strict compliance of one or more of the requirements specified above and deem any LOI to be a Qualified LOI, notwithstanding any noncompliance with the terms and conditions of this SISP. In the event that no Person submits an LOI, or that no LOI qualifies as or is deemed to qualify as a Qualified LOI, or that no LOI is deemed commercially reasonable to the Monitor, this SISP shall terminate.
24. The Applicant or Monitor may at any time bring a motion to the Court to seek approval of (i) a sale of all or part of the Real Property or the Development Assets whether or not such sale is in accordance with the timelines set out in this SISP or (ii) a stalking horse agreement in respect of some or all of the Real Property or Development Assets and related bid procedures in respect of such property.

E. Final Bid Process

25. The Broker, with assistance from the Monitor and the Applicant, may facilitate Qualified Bidders conducting additional due diligence or otherwise make available to Qualified Bidders

additional information not posted in the electronic data room, as determined by the Monitor acting reasonably.

26. Any Qualified Bidder may submit a binding Real Property Bid or Development Bid (each, a “**Final Bid**”) to the Monitor at the address specified in Schedule “1” hereto **on or before 5:00 pm (Toronto time) on Friday June 17, 2022**, or such later time and date that the Monitor may determine (the “**Final Bid Deadline**”).
27. A Final Bid submitted as a Real Property Bid or Development Bid shall be a “**Qualified Final Bid**” provided that:
 - (a) the bid complies with all requirements set out above for a Qualified LOI or as waived by the Monitor pursuant to paragraph 23;
 - (b) in the case of a Real Property Bid, it includes a provision stating that the Real Property Bid is irrevocable until the earlier of (i) the approval by the Court of the transaction contemplated in the Real Property Bid, and (ii) thirty (30) days following the Final Bid Deadline; provided, however, that if such Real Property Bid is selected as the Winning Bid or the Backup Bid, it shall remain irrevocable until the closing of the Winning Bid or the Backup Bid, as the case may be;
 - (c) in the case of a Development Bid, it includes a provision stating that the Development Bid is irrevocable until the earlier of (i) the approval by the Court of the transaction contemplated in the Real Property Bid, and (ii) thirty (30) days following the Final Bid Deadline; provided, however, that if such Development Bid is selected as the Winning Bid or the Backup Bid, it shall remain irrevocable until the closing of the Winning Bid or the Backup Bid, as the case may be;
 - (d) it includes duly authorized and executed transaction documents including a purchase and sale agreement specifying all consideration payable, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules thereto and a proposed order to approved the transaction by the Court;
 - (e) blackline comparison between the transaction agreement submitted and the template sale agreement provided in the data room;
 - (f) it does not include any request or entitlement to any break fee, expense reimbursement or similar type of payment;
 - (g) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor and Applicant, in their sole discretion acting reasonably, to allow the Applicant and Monitor to make a reasonable determination as to the Qualified Bidders (and its direct and indirect owners and their principals) financial and other capabilities to

consummate the transaction contemplated by the Real Property Bid or Development Bid;

- (h) it is not conditional on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Real Property Bid;
- (i) except in the case of a Development Bid, it is not conditional upon any regulatory approval;
- (j) it fully discloses the identity of each Person that is directly or indirectly bidding or otherwise that will be sponsoring or participating in the Real Property Bid or Development Bid, including the identification of the bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
- (k) it is accompanied by a refundable deposit (the “**Deposit**”) in the form of a wire transfer (to a trust account specified by the Monitor, in an amount equal to \$500,000 to be paid in respect of the Real Property Bid or Development Bid, to be held and dealt with in accordance with this SISP;
- (l) the bid includes acknowledgements and representations of the Qualified Bidder: (i) confirms that the transaction is on an “as is, where is” basis; (ii) has had an opportunity to conduct any and all due diligence regarding the Real Property and Development Assets, if applicable, prior to making its offer; (iii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Real Property and Development Assets in making its bid; and (iv) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Real Property or Development Assets or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by the Applicant;
- (m) it contains other information reasonably requested by the Monitor, Broker or Applicant; and
- (n) it is received by no later than the Final Bid Deadline.

28. The Monitor, in consultation with the Applicant, may waive the strict compliance of one or more of the requirements specified above and deem any Final Bid to be a Qualified Final Bid and notwithstanding any non-compliance with the terms and conditions of this SISP.

29. If the Monitor in consultation with the Applicant is not satisfied with the number or terms Qualified Final Bids received, the the Monitor may, extend the Final Bid Deadline, or may amend the SISP in accordance with the terms set out herein and subject to any applicable stay of proceedings and the Applicant’s available cash.

30. A Qualified Final Bid will be evaluated based upon several factors including, without limitation: (i) the purchase price and the value provided by such bid; (ii) the identity, circumstances and ability of the Qualified Bidder to successfully complete such transactions; (iii) the proposed transaction documents; (iv) factors affecting the speed, certainty and value of the transaction; (v) the assets or liabilities included or excluded from the bid; (vi) any related restructuring costs; (vii) the likelihood and timing of consummating such transaction, and (viii) any other factor the Monitor determines relevant, each as determined by the Monitor and the Applicant, in consultation with the Broker.

F. Selection of Winning Bid

31. The Monitor in consultation with the Broker and Applicant shall review all Qualified Final Bids and identify the highest or otherwise best bid (the “**Winning Bid**”) and the next highest, best or otherwise most favourable Qualified Bid received, as determined by the Monitor, shall be the “**Backup Bid**”. The Qualified Final Bidders(s) who made the Winning Bid shall be the “**Successful Bidder**” and the Qualified Final Bidder(s) who made the Backup Bid shall be the “**Backup Bidder**”.
32. The Person or Persons who submitted the Winning Bid shall enter into an agreement or agreements (each a “**Final Agreement**”) with the Applicant on or before 5:00 pm (Toronto time) on Friday June 24, 2022 (the “**Final Agreement Deadline**”) for a transaction closing no later than 5:00 pm (Toronto time) on Wednesday August 31, 2022 or such later time and date that the Monitor in consultation with the Applicant may determine.
33. The Monitor will notify each of the Successful Bidder and the Backup Bidder of the Final Agreement and the Backup Bid shall remain open until the consummation of the transaction contemplated by the Winning Bid (and, for greater certainty, the Monitor shall be entitled to continue to hold the Deposit in respect of the Backup Bid until such time as the transaction contemplated by the Winning Bid is consummated).
34. In the event that no Qualified Final Bidder submits or is deemed to have submitted a Qualified Final Bid, or the Monitor determines that none of the Qualified Final Bids should be accepted, or that a Final Agreement is not entered into before the Final Agreement Deadline, this SISP shall terminate, unless otherwise ordered by the Court.
35. The highest Qualified Final Bid may not necessarily be accepted by the Applicant. The Applicant reserves its right not to accept any Qualified Final Bid, to vary the terms of or to otherwise terminate the SISP. The Applicant further reserves the right to deal with one or more Qualified Bidders to the exclusion of other Persons, to accept a Qualified Final Bid or Qualified Final Bids for some or all of the Real Property or Development Assets to accept multiple Qualified Final Bids and enter into multiple Final Agreements.

IV. DEPOSITS

36. All Deposits paid pursuant to this SISP shall be held in trust by the Monitor. The Monitor shall hold Deposits paid by each of the Winning Bidder and the Backup Bidder in accordance with the terms outlined in this SISP. In the event that a Deposit is paid pursuant to this SISP and the

Applicant elects not to proceed to negotiate and settle the terms and conditions of a definitive agreement with the Person that paid such Deposit, the Monitor shall return the Deposit and any interest accrued thereon to that Person. In the event that either of the Successful Bidder or the Backup Bidder default in the payment or performance of any obligations owed to the the Applicant pursuant to any Final Agreement the Deposit paid by the Winning Bidder or the Backup Bidder, as applicable, shall be forfeited to the Applicant as liquidated damages and not as a penalty.

V. APPROVAL ORDER

37. In the event that the Applicant enters into a Final Agreement, the Applicant or the Monitor shall apply for an order from the Court approving the transaction contemplated by the Winning Bid and any necessary related relief required to consummate the transaction contemplated by the Winning Bid, subject to the terms of the Final Agreement. The Applicant or the Monitor may also concurrently obtain relief approving the transaction contemplated by the Backup Bid and any necessary related relief required to consummate the transaction contemplated by the dBackup Bid.
38. For the avoidance of doubt, the completion of any transaction contemplated by a Real Property or Development Bid shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived

SCHEDULE “1”

Addresses for Deliveries

Any delivery made to the Monitor pursuant to this SISP shall be made to:

DELOITTE RESTRUCTURING INC.

Bay Adelaide East, 8 Adelaide Street West, Suite 200
Toronto, Ontario, M5H 0A9

Stacey Greenbaum

Email: sgreenbaum@deloitte.ca

Toni Vanderlaan

Email: tvanderlaan@deloitte.ca

Deliveries pursuant to this SISP by email or by facsimile shall be deemed to be received when sent. In all other instances, deliveries made pursuant to this SISP shall be deemed to be received when delivered to the relevant address, as identified above.

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.

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

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

Proceeding commenced at TORONTO

ORDER

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

Stephanie De Caria LSO#: 68055L

Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millერთhompson.com

Monica Faheim LSO #82213R

Tel: 416.597.6087
Email: mfaheim@millერთhompson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

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.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

NOTICE OF MOTION

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@millerthomson.com

Stephanie De Caria LSO#: 68055L

Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO #82213R

Tel: 416.597.6087 / Fax: 416.595.8695
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

TAB 2

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

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

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.

**AFFIDAVIT OF JEREMY ANDERSON
(sworn February 28, 2022)**

MILLER THOMSON LLP
40 King Street West
Suite 5800
Toronto Ontario
M5H 3S1, Canada

Gregory Azeff LSO#: 45324C
Tel: 416.595.2660 / Fax: 416.595.8695
Email: gazeff@millerthomson.com

Stephanie De Caria LSO#: 68055L
Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO# 82213R
Tel: 416.597.6087 / Fax: 416.595.8695
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine
Community Inc.

CONTENTS

	Page
AFFIDAVIT OF JEREMY ANDERSON (sworn February 28, 2022)	3
I. OVERVIEW OF MOTION	4
A. Background	4
B. Overview of the Motion	5
II. THE AMENDED AND RESTATED ORDER	6
A. The Applicant’s Need for Interim Funding	6
B. The Proposed DIP Facility	7
C. Increase to Administration Charge	8
D. Extension of Stay of Proceedings	8
III. THE SISP ORDER	9
A. Background	9
B. Key Terms & Milestones	9
IV. CONCLUSION	11

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

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

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.

**AFFIDAVIT OF JEREMY ANDERSON
(sworn February 28, 2022)**

I, JEREMY ANDERSON, of the City of Toronto in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am the Secretary of the Applicant, Trinity Ravine Community Inc. ("**Trinity Ravine**" or the "**Applicant**"), and as such, I have personal knowledge of the matters to which I herein depose. Where the source of my information or belief is other than my own personal knowledge, I have identified the source and the basis for my information and believe it to be true. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.
2. Capitalized terms are as defined in my Affidavit sworn February 22, 2022 (the "**First Affidavit**") unless otherwise defined herein. A copy of the First Affidavit (without exhibits") is attached hereto as **Exhibit "A"**.

I. OVERVIEW OF MOTION

A. Background

3. The Applicant, Trinity Ravine, is the developer of a real estate development project known as Trinity Ravine Community (the “**Project**”) located at the real property municipally known as 1256 Markham Road, Scarborough, Ontario (the “**Development Land**”).
4. On February 24, 2022, the Applicant sought and obtained creditor protection and other ancillary relief pursuant to an order granted by this Court (the “**Initial Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”, and such proceedings, the “**CCAA Proceedings**”). A copy of the Initial Order (together with the Endorsement of Justice Penny dated February 23, 2022) is attached hereto as **Exhibit “B”**.
5. Pursuant to the Initial Order, *inter alia*, the Court: (a) declared that the Applicant is a company to which the CCAA applies; (b) authorized the Applicant to remain in possession and control of its assets, undertaking and properties (the “**Property**”) and continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”); (c) ordered a stay of all proceedings and remedies in respect of the Applicant or affecting its business or property (the “**Stay**”) for an initial period of ten (10) days up to and including March 5, 2022 (the “**Stay Period**”); (e) appointed Deloitte Restructuring Inc. as monitor of the Applicant in these CCAA proceedings (in such capacity, the “**Monitor**”); and (f) granted an administration charge (the “**Administration Charge**”) on the Property in the initial amount of \$150,000 as security for the payment of the professional fees and disbursements incurred and to be incurred by the Monitor, counsel to the Monitor, and counsel to the Applicant, in connection with the CCAA Proceedings.

B. Overview of the Motion

6. As more particularly described below, since the date of the Initial Order, the Applicant, with the assistance of the Monitor, has secured debtor-in-possession financing and has prepared a proposed sales and investment solicitation process (“**SISP**”) in respect of the Property. Accordingly, the Applicant brings this motion for the following relief:
 - (a) An amended and restated Initial Order (the “**Amended and Restated Initial Order**”), substantially in the form of the draft order attached at Schedule “A” to the Notice of Motion, *inter alia*, (i) approving the DIP Commitment, the DIP Facility and the DIP Lender’s Charge (as such terms are defined below), (ii) increasing the Administration Charge to \$250,000; and (iii) extending the Stay Period to July 22, 2022; and
 - (b) An Order (the “**SISP Order**”, which term includes the SISP Procedures attached as Schedule “A” thereto) substantially in the form of the draft order attached at Schedule “B” to the Notice of Motion, *inter alia*, (i) approving the SISP; (ii) authorizing the Monitor to undertake the SISP, with the assistance of the Applicant and Broker; and (iii) approving the First Report of the Monitor, to be filed.
7. I believe that the relief requested is in the best interests of the Applicant and its creditors and other stakeholders, and that it would be fair, reasonable and appropriate for the Court to grant the Amended and Restated Initial Order and the SISP Order.

II. THE AMENDED AND RESTATED ORDER

8. The Applicant seeks the issuance of the draft Amended and Restated Initial Order, and has included a blackline of same compared to the Initial Order at Schedule “A” to the Notice of Motion.
9. If granted, the Amended and Restated Initial Order will have the effect of: (i) approving the DIP Facility and the DIP Lender’s Charge, (ii) increasing the Administration Charge to \$250,000; and (iii) extending the Stay Period to July 22, 2022. The balance of the amendments to the Initial Order relate to various ancillary issues such as reporting and other obligations arising from the DIP Commitment.

A. The Applicant’s Need for Interim Funding

10. In support of the application for the Initial Order, the Monitor prepared a 13-week consolidated cash flow forecast for the Applicant for the period ending May 22, 2022 (the “**13-Week Cash Flow Forecast**”) and a 26-week cash flow forecast for the Applicant for the period ending August 21, 2022 (the “**26-Week Cash Flow Forecast**”). The 26-Week Cash Flow Forecast indicates a requirement for the Applicant to obtain financing of at least \$538,000 to successfully complete a Plan.
11. The 13-Week Cash Flow Forecast and the 26-Week Cash Flow Forecast indicate that the Applicant requires an immediate funding commitment in order to commence the SISP and complete the CCAA proceeding.

B. The Proposed DIP Facility

12. Since the granting of the Initial Order on February 23, 2022, the Applicant, with the assistance of the Monitor, has (i) finalized and entered into a DIP Facility Term Sheet with Nahid Corporation, as lender (the “**DIP Lender**”, which term includes any affiliate) dated February 28, 2022 (the “**DIP Commitment**”). A copy of the DIP Commitment is attached hereto as **Exhibit “C”**.
13. Pursuant to DIP Commitment, the DIP Lender has agreed to provide the Applicant with a non-revolving facility in the maximum principal amount of \$850,000.00 (the “**DIP Facility**”), payable in monthly tranches, with interest thereon at a rate per annum equal to 12% or the TD Bank Prime Rate plus 9.55%. It is a condition of the DIP Facility that it be secured by a Court-ordered first-priority charge against all of the Property of the Applicant (the “**DIP Lender’s Charge**”).
14. I believe that the Applicant’s management team has the confidence of its major creditors. I also believe that the proceeds of the DIP Facility will enhance the prospects of a viable compromise or arrangement being made in respect of the Applicant. The appraised value of the Development Land is considerable higher than the charges against same, and I do not believe that the granting of the DIP Lender’s Charge would unfairly or unduly prejudice any other creditor.
15. I believe that the DIP Facility and the DIP Lender’s Charge are necessary to these CCAA proceedings, and represent reasonable terms. I understand that the Monitor also supports and approves the DIP Facility and the DIP Lender’s Charge.

C. Increase to Administration Charge

16. The Applicant obtained an initial Administration Charge against the Property in favour of the Monitor and its counsel and the Applicant's counsel to an initial maximum aggregate amount of \$150,000 in order to secure the payment of fees and expenses incurred in connection with moving for the within relief sought and for the initial ten (10) day protection period leading up to the first comeback hearing.
17. The Administration Charge was originally proposed to rank as a first-priority charge, with the exception of the Encumbrances.
18. However, pursuant to the DIP Commitment, the DIP Lender requires that the DIP Lender's Charge be given first priority ranking, ahead of the Administration Charge. I understand that this is acceptable to the Monitor and other beneficiaries of the Administration Charge, provided that the amount of the Administration Charge is increased to \$250,000 due to any incremental risk associated with the DIP Lender's Charge having a first-priority ranking. I believe that the increase is fair and reasonable in the circumstances.
19. In addition, as set out in the First Affidavit, it was contemplated that the amount of the Administration Charge might be increased at a later date.

D. Extension of Stay of Proceedings

20. The current Stay Period under the Initial Order expires on March 5, 2022. The Applicant seeks to an extension of the Stay to July 22, 2022. This extension to the Stay Period will enable the Applicant to conduct the SISF through selection of a Successful Bid and a Motion for approval of a proposed transaction.

21. The Applicant has acted and continues to act in good faith and with due diligence in these proceedings, and the extension to the Stay Period is in the best interest of all creditors and other stakeholders in this proceeding.
22. I understand that the Monitor supports the proposed extension to the Stay Period.

III. THE SISP ORDER

A. Background

23. In the First Affidavit, I stated that the Applicant intended to conduct a “dual track” SISP, with a view toward either: (a) securing sufficient financing and Purchaser support to complete the Project in a way that provides sufficient liquidity to deal with Purchasers who wish to terminate their Life Lease Agreements, or (b) selling the Development Land and distributing the proceeds to Purchasers and other creditors. I also stated that the Applicant intended to seek Court approval of the SISP (among other things) within 10 days thereafter.
24. Accordingly, the Applicant now seeks court-approval of the proposed SISP substantially in the form attached as Schedule “B” to the Notice of Motion in order to attend to and undertake a sale in respect of the Property and/or the Business.

B. Key Terms & Milestones

25. The SISP provides participants with the option to submit two types of bids:
 - (a) a bid for the real property municipally known as 1250 Markham Road, Scarborough Ontario (the “**Real Property**”); or

(b) a bid for the Real Property and all property and collateral of the Applicant in connection with its development business of the Real Property (the “**Development Assets**”).

26. The key terms and deadlines set out in the proposed SISP are as follows (all capitalized terms not otherwise defined in this section have the meaning prescribed to them in the proposed SISP):

Milestone	Date(s)
Marketing and due diligence period	March 4, 2022 – May 6, 2022
LOI Deadline	May 6, 2022
Final Bid Deadline	June 17, 2022
Final Agreement Deadline	June 24, 2022
Targeted transaction closing date	August 31, 2022

27. I believe that the proposed SISP is reasonable in the circumstances, and will attract varying bids in order to maximize transaction value as well as the opportunity to monetize the Development Assets.
28. I understand that the Monitor supports the proposed SISP and is also of the view that the proposed SISP, and the timelines contained therein, are reasonable and in the best interests of all stakeholders.

IV. CONCLUSION

29. I swear this affidavit in support of a Motion for (a) the Amended and Restated Initial Order, and (b) the SISP Order, and for no other or improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, this 28th day of February 2022.

DocuSigned by:
Monica Faleim
A927328446B742A...

Commissioner for Taking Affidavits

DocuSigned by:
Jeremy Anderson
70645C98E045438...

JEREMY ANDERSON

This is Exhibit “A” referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 28th day of February, 2022

DocuSigned by:

Monica Faheim

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

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

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

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.

**AFFIDAVIT OF JEREMY ANDERSON
(sworn February 22, 2022)**

MILLER THOMSON LLP
40 King Street West
Suite 5800
Toronto Ontario
M5H 3S1, Canada

Gregory Azeff LSO#: 45324C
Tel: 416.595.2660 / Fax: 416.595.8695
Email: gazeff@millerthomson.com

Stephanie De Caria LSO#: 68055L
Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO# 82213R
Tel: 416.597.6087 / Fax: 416.595.8695
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine
Community Inc.

CONTENTS

	Page
AFFIDAVIT OF JEREMY ANDERSON (sworn February 22, 2022)	1
A. Background & Overview of the Proposed Proceeding	1
B. CCAA Protection & Potential Solution	3
II. RELIEF SOUGHT	4
A. Relief Sought	4
III. CORPORATE STRUCTURE AND BUSINESS	6
A. The Applicant.....	6
B. Operations of the Applicant	7
C. The Applicant’s Board of Directors.....	7
D. Employees.....	8
E. Payroll	8
F. Banking & Cash Management	8
IV. THE DEVELOPMENT PROJECT	8
A. Trinity Ravine Community	8
B. Acquisition of Development Land.....	9
C. Severance of Development Land	10
D. Life Lease Structures Generally.....	10
E. Trinity Ravine Life Lease Structure	11
V. FINANCIAL STATUS	13
A. 2021 Unaudited Financial Statements	13
B. Secured Indebtedness.....	14
C. Unsecured Indebtedness.....	17
D. Key Contracts.....	17
VI. CAUSES OF CURRENT FINANCIAL CHALLENGES.....	19
A. Challenges.....	19
B. Terminations & Refund Requests.....	20
VII. NEED FOR CCAA PROTECTION	21
A. Eligibility	21
VIII. FUNDING OF THE CCAA PROCEEDINGS	22
IX. PROPOSED INITIAL ORDER.....	22
A. Cash Flow Forecast.....	22
X. PROPOSED INITIAL ORDER.....	23
A. The Stay of Proceedings in Favour of the Applicant	23
B. Administration Charge.....	23
XI. INTENTION TO OBTAIN SECOND ORDER	24
XII. THE PROPOSED MONITOR.....	25
XIII. CONCLUSION.....	25

Court File No.: •

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

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.

**AFFIDAVIT OF JEREMY ANDERSON
(sworn February 22, 2022)**

I, JEREMY ANDERSON, of the City of Toronto in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am the Secretary of the Applicant, Trinity Ravine Community Inc. ("**Trinity Ravine**" or the "**Applicant**"), and as such, I have personal knowledge of the matters to which I herein depose. Where the source of my information or belief is other than my own personal knowledge, I have identified the source and the basis for my information and believe it to be true. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.

A. Background & Overview of the Proposed Proceeding

2. The Applicant, Trinity Ravine, is the developer of a real estate development project known as Trinity Ravine Community (the "**Project**") located at the real property municipally known as 1256 Markham Road, Scarborough, Ontario (the "**Development Land**"). However, Trinity Ravine is unlike most real estate developers, in that it is not developing

the Project as a “for-profit” condominium. Rather, the Project is intended to be a place of community available to senior citizen residents and is designed to offer amenities and facilities to seniors. Further, the Project utilizes a life lease structure, pursuant to which Purchasers (as defined below) have paid deposits for the right to occupy units in the Project (“Suites”) upon completion.

3. The Project initially contemplated a Completion Date (as defined below) of March 31, 2019. However, in accordance with the Life Lease Agreements (as defined below) the Completion Date was extended to March 31, 2022.
4. The Project will not be completed by the Completion Date. In fact, although substantially all required permits are in place, construction has not yet commenced. Due to factors which include skyrocketing construction costs and the devastating impact of the COVID-19 pandemic, the Project’s financial model is no longer viable.
5. As further particularized below, an unusual feature of the Project is the use of a life lease model instead of a conventional sale of a condominium unit. Through a life-lease structure, an resident purchases a life lease interest in the Project, at market value.
6. However, the pricing at which life lease interests in Suites were sold to Purchasers was too low for current market conditions. The Applicant had intended to secure conventional construction financing in order to complete the Project once applicable permits were in place. When the development plan for the Project was conceived, the expected aggregate proceeds from sales of the Suites was sufficient to repay the projected construction financing required. However, due primarily to the massive increase in construction costs

over the past few years, sale proceeds from the Suites will not be sufficient to cover the cost of completion.

7. Due to the delays and uncertainty, a number of Purchasers (as defined below) have purported to terminate their Life Lease Agreements (as defined below) and have demanded return of their Deposits (as defined below). However, a substantial amount of the funds received in respect of the Deposits was spent on soft development costs such as commissions, broker fees, site plan approvals, architect fees and reporting, leaving the Applicant with minimal cash reserves and negative monthly cash flow. Consequently, the Applicant is unable to refund the Deposits at this time.

B. CCAA Protection & Potential Solution

8. Given the current economic uncertainties it is not possible to forecast with certainty the outcome of any process for the sale of the Development Land. However, based on market appraisals it appears that there is considerable equity in the Development Land and I am optimistic that if the Project is definitively terminated and the Development Land is sold, the proceeds will be sufficient to refund all Deposits and pay all other creditors.
9. I also believe that the Project can still be viable if it can be “re-priced” to reflect the current market, in which case the Development Land need not be sold. Over the past few months, the Applicant’s management team has been actively exploring potential solutions, and has engaged in discussions with Purchasers, potential financiers, secured creditors and other stakeholders in that regard. Although some Purchasers have indicated that they are not willing to remain in the Project, there are also those who may be amenable to remaining in

the Project at a higher purchase price if they have sufficient assurance that the Project will be completed on a reasonable timeline.

10. In either case, given the Applicant's dwindling cash reserves as well as mounting pressure from Purchasers and other creditors, an orderly process is required. As such, the Applicant seeks to conduct a "dual track" sale and investment solicitation process (the "SISP") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "CCAA"), with a view toward either: (a) securing sufficient financing and Purchaser support to complete the Project in a way that provides sufficient liquidity to deal with Purchasers who wish to terminate their Life Lease Agreements, or (b) selling the Development Land and distributing the proceeds to Purchasers and other creditors. If an Order is issued granting the Applicant protection under the CCAA (an "**Initial Order**"), the Applicant intends to seek Court approval of the SISP (among other things) within 10 days thereafter.

II. RELIEF SOUGHT

A. Relief Sought

11. For the reasons set out in this Affidavit, I believe that the Applicant ought to be granted protection under the CCAA. Accordingly, this Affidavit is sworn in support of an application (the "**Application**") for an Initial Order substantially in the form attached at Tab 3 of the Application Record herein, granting the Applicant protection from its creditors and certain ancillary relief including, among other things:
 - (a) Abridging the time for service of the Notice of Application and dispensing with service on any person other than those served;

- (b) Declaring that the Applicant is a party to which the CCAA applies;
- (c) Appointing Deloitte Restructuring Inc. (“**Deloitte**”) as CCAA Monitor of the Applicant in these proceedings (the “**Proposed Monitor**” and, if appointed, the “**Monitor**”);
- (d) Staying all proceedings and remedies taken or that might be taken in respect of the Applicant or any of its property, except as otherwise set forth in the Initial Order or as otherwise permitted by law;
- (e) Authorizing the Applicant to carry on business in a manner consistent with the preservation of its property and the restructuring proposed and to make certain payments in connection with its business and the proceedings taken herein;
- (f) Granting the Administration Charge (as defined below); and
- (g) Authorizing the Applicant to file with the Court a plan of arrangement or compromise to its creditors (a “**Plan**”).

12. If CCAA protection is granted to the Applicant, it intends to use the CCAA proceeding and Court protection to:

- (a) Conduct a SISP, with a view toward either:
 - (i) Securing sufficient financing and Purchaser support for the Project to be completed while providing sufficient liquidity to deal with Purchasers who wish to terminate their purchase agreements; or

(ii) Terminating the Project, selling the Development Land and distributing the proceeds to the Applicant's creditors; and

(b) Develop a Plan (or other mechanism) to implement the above.

13. The Applicant has commenced these CCAA proceedings with the ultimate goal of proposing a Plan that protects the interests of Purchasers, creditors and other stakeholders, with a view to emerging from CCAA protection in a stronger form that preserves its charitable purpose (*i.e.*, to provide a living community for senior citizens) and enterprise value. To achieve this objective, the Applicant requires, among other things, immediate protection from creditor enforcement and other proceedings, as well as the necessary breathing room to allow it to engage in dialogue with its creditors and other stakeholders.

III. CORPORATE STRUCTURE AND BUSINESS

A. The Applicant

14. The Applicant was incorporated under the name "Global Kingdom Ministries Inc." on September 4, 2007 under Part II of the *Canada Corporations Act* and was continued under the *Canada Not-for-profit Corporations Act* (the "**NFP Act**") effective June 24, 2014. The Applicant's name was changed to "Trinity Ravine Community Inc." effective October 21, 2020. Attached hereto as **Exhibit "A"** is a copy of a Corporate Profile Report dated February 14, 2022 in respect of the Applicant.
15. The Applicant is affiliated with Global Kingdom Ministries Church Inc. (the "**Church**"), a member church of the Pentecostal Assemblies of Canada, a fellowship of over 1,100 Canadian churches.

16. As set out above, I am the Secretary of the Applicant. Attached hereto as **Exhibit “B”** is an organizational chart in respect of the Applicant (the “**Organizational Chart**”).
17. The Applicant is a registered charitable organization whose sole member is the Church. Attached hereto as **Exhibit “C”** is a copy of a Corporate Profile Report dated January 10, 2022 in respect of the Church. As more particularly described at paragraphs 31 and 32 below, on October 1, 2020, Trinity Ravine transferred the net assets of its ministry operations to the Church, whose membership is comprised of approximately 300 congregants.

B. Operations of the Applicant

18. The Applicant conducts its activities from the premises located in the Church Facilities (as defined below) at 1250 Markham Road, Scarborough, Ontario, M1H 2Y9 (the “**Head Office**”), which the Applicant leases from the Church at an annual rent of approximately \$36,000.

C. The Applicant’s Board of Directors

19. The Applicant’s Board of Directors (the “**Board**”) includes nine (9) individuals, as particularized in the Board List attached hereto as **Exhibit “D”**.
20. A number of Board members have purchased life leases from the Applicant. In order to avoid conflicts of interest, the Board has established a Special Committee of the Board, composed of five (5) members of the Board who did not purchase life leases, for decision-making purposes through the restructuring process.

21. The Applicant maintains directors and officers liability insurance, which I believe provides sufficient coverage at this time.

D. Employees

22. Through the end of 2019, the Applicant had approximately five (5) full time employees. However, as a result of the Project stalling, the number of employees has since been reduced to two.

E. Payroll

23. The Applicant’s payroll is processed bi-weekly by Rise People, a Human Resources management and payroll software company. All source deductions are current.

F. Banking & Cash Management

24. The Applicant maintains two bank accounts through which it deals with its cash management, collections, and disbursements. This allows the Applicant to facilitate cash forecasting and reporting, and monitor collection and disbursement of funds.
25. More particularly, the Applicant has bank accounts (the “**Applicant Accounts**”) with TD Canada Trust and Royal Bank of Canada.

IV. THE DEVELOPMENT PROJECT

A. Trinity Ravine Community

26. The Applicant is developing the Trinity Ravine Community, a two tower, 605-unit Project at the Development Land (the “**Trinity Ravine Community**”), which is intended to serve as a senior citizens community. The Project will feature a 28 and 30-storey tower connected

by a four-storey central podium. Attached hereto as **Exhibit “E”** is a copy of a Parcel Register dated February 14, 2022 in respect of the Development Land.

27. The Applicant’s primary asset (*ie*, the Development Land) is a “shovel ready”, permitted land parcel at the municipal address of 1256 Markham Road, Scarborough, Ontario. The last appraised value for the Development Land as a high-density residential development property was approximately \$32 million.
28. Trinity Ravine Community is intended to enable residents to “age in place”. In addition to typical condominium-style amenities including a fitness centre, concierge and games room, the project will also have a 230-seat, bistro-inspired dining room and an on-site Wellness Centre staffed with nurses, doctors and physiotherapists.

B. Acquisition of Development Land

29. The Applicant purchased an approximately 6.7 acre parcel located at 1250 Markham Road, Scarborough (the “**Original Land**”) that included the Development Land in 2005, and completed construction of its new facility (the “**Church Facilities**”) in 2008. In addition to the approximately 1,500-seat place of worship and sanctuary itself, the Church Facilities include a community centre, gymnasium, offices and other facilities.
30. In 2013, the City of Toronto contacted the Applicant regarding the possibility of developing a portion of the Original Land for residential purposes, and advised that it was prepared to amend the City’s Official Plan by re-designating a portion of the Original Land to facilitate same. As the Original Land was much larger than required for operation of the Church Facilities, the Applicant began considering and developing a plan in that regard.

C. Severance of Development Land

31. Pursuant to registration of the required Reference Plan on June 4, 2020 and a Provisional Consent, which became final and binding on June 5, 2020, the Original Land was severed into two parcels: (1) the Development Land, which includes approximately 2.2 acres located at the northern end, and (2) the remaining 4.5 acres, upon which the Church Facilities are located (the “**Church Land**”). Attached hereto as **Exhibit “F”** is a copy of a Parcel Register February 14, 2022 in respect of the Church Land.
32. Pursuant to a transaction between the Applicant and the Church that occurred on or about October 1, 2020, the Church Land was transferred from the Applicant to the Church.

D. Life Lease Structures Generally

33. A unique feature of the Project is the use of life leases, through which a resident purchases a life lease interest in the Project, at market value.¹ Similar to a conventional condominium structure, in a life lease structure the “buyer” pays a lump-sum purchase price for exclusive use of the suite as well as use of the common areas and facilities, and then continues to pay ongoing costs such as monthly maintenance fees and property taxes.
34. However, life lease structures are not governed by the *Condominium Act* (Ontario). Unlike in a condominium structure, in life lease housing the “buyer” does not own the property. Rather, the life lease interest gives the holder the right to occupy a unit, rather than own the unit itself. The “life lease sponsor” owns the property.

¹ Life leases are usually priced lower than similarly sized condominiums in the area, for reasons that may include a lack of availability of conventional mortgages and the exemption from land transfer taxes.

35. When a life lease holder passes away, certain rights which accompany that life lease interest can pass to an heir, but not the right to occupy the unit. An heir can benefit from the proceeds of the sale of the life lease, but does not automatically have a right to reside in the unit. While an heir may be able to apply to move into the life lease unit, the decision is up to the life lease sponsor.
36. The benefit of this model is that projects and residency can be controlled by a non-profit or charitable organization (such as the Church) acting as life lease sponsor, to ensure it is maintained as a seniors community.

E. Trinity Ravine Life Lease Structure

37. As noted above, the Trinity Ravine Community Project was conceived as a seniors community, with amenities intended to allow residents to “age in place”, and as such the life lease structure is ideal.
38. Between November 21, 2015 and November 6, 2019, the Applicant sold life leases to a total number of 439 purchasers (collectively, the “**Purchasers**”) pursuant to Life Lease Occupancy Agreements (the “**Life Lease Agreements**”). Attached hereto as **Exhibit “G”** is a copy of the form of Life Lease Agreement.
39. There are a total of 3 iterations of the Life Lease Agreements, as follows:
 - (a) An iteration that was used in circumstances where the Purchaser was represented by a real estate agent, a copy of which is attached hereto as **Exhibit “H”**;
 - (b) An iteration where the Purchaser was self-represented, a copy of which is attached hereto as **Exhibit “I”**; and

- (c) An iteration that did not include any distinguishing language between a Purchaser represented by a real estate and a self-represented Purchaser. This is the most common form of Life Lease Agreement that has been executed, and is previously attached hereto as Exhibit “G”.

40. Pursuant to the majority of the Life Lease Agreements, the Purchasers agreed to the following payments (collectively, the “**Total Cost**”) in respect of their Suites, which represents a 20% deposit and 80% payable on the completion of the Project:

- (a) An amount of \$5,000.00 paid by guaranteed funds (bank draft, certified cheque or money order) on the date of execution of the Life Lease Agreement;
- (b) Five percent (5%) of the Total Cost, within thirty (30) days of execution of the Life Lease Agreement;
- (c) Five percent (5%) of the Total Cost within one hundred twenty (120) days of execution of the Life Lease Agreement;
- (d) Five percent (5%) of the Total Cost, within three hundred seventy (370) days of execution of the Life Lease Agreement;
- (e) Five percent (5%) of the Total Cost, within five hundred forty (540) days of execution of the Life Lease Agreement, or upon occupancy; and
- (f) The balance of the Total Cost (*ie*, the remaining eighty percent (80%)) upon completion and occupancy.

41. In accordance with the Life Lease Agreements, the payments described at subparagraphs (a) through (e) above are included in the meaning of the term “**Deposit**”. Full details in respect of the Deposits received by the Applicant are set out below.

42. The Life Lease Agreement establishes the “Completion Date” (*i.e.*, the date upon which interior work in the Suite has been completed to the extent necessary for occupation and safe access to the Suite is available) (the “**Completion Date**”) as March 31, 2019, subject to extension for up to three (3) years on notice to the Purchasers. Notice of the extension of the Completion Date to March 31, 2022 was delivered to the Purchasers.

V. **FINANCIAL STATUS**

A. **2021 Unaudited Financial Statements**

43. The Applicant’s most recent annual unaudited financial statements are for the period ended September 30, 2021 (the “**2021 Financial Statements**”). Attached hereto as **Exhibit “J”** is a copy of the 2021 Financial Statements

44. The 2021 Financial Statements indicate that as of September 30, 2021, the Applicant had assets of \$25,766,228.49 and liabilities of \$29,115,052.79, details of which are set out below.

(i) **Assets**

45. According to the 2021 Financial Statements, as at September 30, 2021, the Applicant’s assets were composed of the following:

(a) Cash and investments in the amount of \$1,621,337.61

(b) Fixed assets in the amount of \$24,026,210.69; and

(c) Other current assets in the amount of \$118,680.19.

46. The Applicant's fixed assets are composed of the 2.171 acre Development Land parcel upon which Trinity Ravine Community is intended to be built. The Development Land currently houses a paved parking lot adjacent to the Church, which is used by congregants of the Church on Sundays and is generally vacant the rest of the week

(ii) Liabilities

47. According to the 2021 Financial Statements, as at September 30, 2021, the Applicant's liabilities were composed of the following:

- (a) Accounts payable in the amount of \$608,015.18;
- (b) Accrued liabilities in the amount of \$5,308,850.45; and
- (c) Long term liabilities in the amount of \$23,198,187.16.

B. Secured Indebtedness

48. The Applicant's secured creditors include Limestone Capital Inc. ("**Limestone**") and Nahid Corp. ("**Nahid**"). Limestone and Nahid have both indicated that they support the Applicant's efforts to restructure and request for the Initial Order.

(i) Real Property Security

49. The Parcel Register in respect of the Development Land (previously attached as Exhibit "E" hereto) indicates the following:

- (a) Charge registered June 16, 2021 in favour of Limestone in the maximum principal amount of \$3,000,000 (the "**Limestone Charge**"). Attached as **Exhibit "K"** hereto is a copy of the Limestone Charge, pursuant to which interest accrues

at a rate of 13% *per annum* and is paid monthly. The Applicant is current on interest payments.

- (b) Charge registered October 19, 2021 in favour of Nahid in the maximum principal amount of \$4,700,000 (the “**Nahid Charge**”). Attached as **Exhibit “L”** hereto are copies of the Promissory Note and Nahid Charge (the “**Nahid Loan & Security Documents**”), pursuant to which interest accrues at a rate of 1.5% per month and is capitalized into the loan. As at the date hereof, approximately \$4,500,000 is owing under the Nahid Loan & Security Documents.

(ii) Personal Property Security

- 50. Royal Bank of Canada (“**RBC**”) and Limestone have registered security interests under the *Personal Property Security Act* (Ontario) (the “**PPSA**”). Attached hereto as **Exhibit “M”** is a copy of a Personal Property Security Registration System Enquiry Response Certificate current to February 13, 2022 in respect of the Applicant, indicating the following PPSA registrations:

- (a) RBC amended an existing registration against the debtor name “Scarboro Gospel Temple” (among others) on January 15, 2010 to add the name “Global Kingdom Ministries Inc.” as an additional debtor in respect of all classes of collateral except “Consumer Goods”. Following several renewals and other amendments, on March 16, 2021 the registration was amended to change the name of the one debtor to “Trinity Ravine Community Inc.”. On August 27, 2021, RBC further amended its registration to, among other things, amend and restate the collateral

description to include cash collateral held by RBC in respect of three (3) letters of credit.

- (b) In addition to the above-noted registrations in respect of Global Kingdom Ministries Inc., as amended from time to time, RBC also registered separately against the name “Global Kingdom Ministries Inc.” on April 10, 2019 in respect of the collateral classes “Accounts” and “Other”. On June 15, 2021 the registration was amended to change the name of the debtor to “Trinity Ravine Community Inc.”.
- (c) Limestone registered against the name “Global Kingdom Ministries Inc.” on June 11, 2021 for a period of 5 years in respect of all classes of collateral except “Consumer Goods” and “Motor Vehicle”.

51. The Applicant’s indebtedness to Limestone is described at paragraph 49(a) above. The Applicant’s indebtedness to RBC arose from the issuance of three (3) letters of credit issued to the City of Toronto, one on October 17, 2018 and two on October 18, 2018 (collectively, the “**Letters of Credit**”). The Letters of Credit secured landscape and finishing work to be completed with respect to the construction of the church building on the Church Land. It was anticipated that the work would be completed at the same time as that type of work would be carried out for the Applicant’s development to avoid its destruction during construction and for ease of construction. Those Letters of Credit were due to expire one (1) year after their respective dates of issuance, and the City of Toronto realized on same. It is understood that the City would return those amounts to the Applicant once it replaces those Letters of Credit. Copies of the Letter of Credits are attached as **Exhibit “N”**.

C. Unsecured Indebtedness

52. As at February 16, 2022, the Applicant's unsecured indebtedness totalled \$24,744,893.70.

D. Key Contracts

53. The Applicant's key contracts are set out below:

(a) Maple Reinders. Pursuant to a Construction Management Contract – for Services and Construction dated December 4, 2014 (the “**Maple Contract**”) between the Applicant and Maple Reinders Constructors Ltd. (“**Maple**”), a construction services provider, Maple agreed to act as construction manager for Phase I of the Project, which included completion of the first of the two communities together with 2 level of underground parking totalling 224 parking spots, at a total approximate construction budget of \$53,000,000. The Maple Contract also contemplated construction of a separate elevated parking structure for 500 cars at an approximate construction budget of \$11,000,000. The Maple Contract provides that Maple's compensation is comprised of the sum of 2.75% of: (i) the Construction Cost Estimate, and (ii) the Cost of the Work (as such terms are defined in the Maple Contract). A copy of the Maple Contract is attached hereto as **Exhibit “O”**.

(b) KJK Ventures. Pursuant to a Compensation Agreement dated October 2020 (the “**KJK Agreement**”) with KJK Ventures Inc. (“**KJK Ventures**”), the Applicant agreed to, among other things, pay a monthly fee of \$35,000 plus HST to KJK Ventures for development management and related services. Kern Kalideen, the CEO of the Applicant, is the officer and director of KJK Ventures, which

provides real estate development services to religious and other charitable institutions. A copy of the KJK Agreement is attached hereto as **Exhibit “P”**. As at the date hereof, there is a total amount of \$285,850.00 owed to KJK Ventures under the KJK Agreement, for which KJK has agreed to accept reduced payments in the amount of \$10,000 plus HST for ongoing monthly services.

- (c) Reinders & Rieder Ltd. Pursuant to an Agreement dated March 31, 2015 (the “**Reinders Agreement**”) with Reinders & Rieder Ltd. (“**Reinders**”), the Applicant agreed to, among other things, pay an amount equal to 2.65% of the Construction Costs (as defined in the Reinders Agreement) together with certain hourly rates and expenses to Reinders for architectural services. A copy of the Reinders Agreement is attached hereto as **Exhibit “Q”**. Work under the contract has ceased, but Reinders claims an amount of approximately \$423,140 is owing to it for architectural services rendered in 2020.

- (d) Cushman Wakefield. On November 12, 2021, the Applicant executed a commission agreement (the “**CW Agreement**”) with Cushman and Wakefield ULC (“**Cushman**”), pursuant to which the Applicant agreed to pay the amount of \$528,000 to Cushman for the successful completion of a sale or joint venture agreement between the Applicant and Nahid or its subsidiaries or affiliates on or before March 31, 2022. A copy of the Cushman Agreement is attached hereto as **Exhibit “R”**.

- (e) Konica Equipment. Pursuant to two Premier Lease Agreements between the Applicant and Konica Minolta Business Solutions (Canada) Ltd. (“**Konica**”)

each dated September 20, 2019 (the “**Konica Agreements**”), the Applicant leased certain photocopiers and other equipment from Konica, and agreed to make 22 quarterly payments in the aggregate amount of \$6,770.63. Copies of the Konica Agreements are attached hereto as **Exhibit “S”**. An amount of approximately \$98,939.00 plus HST remains outstanding through the balance of the terms of the Konica Agreements.

VI. CAUSES OF CURRENT FINANCIAL CHALLENGES.

A. Challenges

54. Project costs have significantly escalated since the units were sold in 2016, making the current economics of the project unattainable. The pace of cost escalation has increased significantly since the emergence of the COVID-19 pandemic. Based on my review of statistics published by Statistics Canada, residential building construction prices in Toronto increased by a staggering 24.4% between the third quarters of 2020 and 2021.²
55. In addition, the emergence of the COVID-19 pandemic and the consequent shutdown of much of Canada’s consumer economy has created additional challenges to the Applicant’s business. As of the date of this Affidavit, the duration of the COVID-19 pandemic and the economic impact of the precautionary measures taken to combat its spread remain unknown.

² See <https://www150.statcan.gc.ca/n1/daily-quotidien/211028/t001e-eng.htm>, retrieved January 26, 2022.

B. Terminations & Refund Requests

56. As noted above, the initial Completion Date specified in the Life Lease Agreements was March 31, 2019, which could be (and was) extended on notice to the Purchasers for up to three (3) years, to March 31, 2022.
57. When originally conceived, there was considerable enthusiasm for the Project. A total of 439 Purchasers secured Suites in the Project, for which Deposits in the aggregate amount of approximately \$27.6 million were paid to the Applicant.
58. Over the course of late 2019 to 2021, certain Purchasers requested that their Life Lease Agreements be terminated given that the Project was not completed by the initial Completion Date and requested a return of their Deposit paid. Over this period, the Applicant accepted the termination requests of 188 Purchasers (the “**Refunded Purchasers**”), for which Deposits (inclusive of interest) were returned to the Refunded Purchasers in the aggregate amount of \$12,229,521.49 as at January 26, 2022.
59. Accordingly, and in light of the Refunded Purchasers, there is currently a total of 280 Purchasers that remain in the Project (the “**Remaining Purchasers**”), with Deposits paid to the Applicant in the aggregate principal amount of \$16,119,649.96.
60. Of these 280 Remaining Purchasers, approximately 120 Remaining Purchasers have contacted the Applicant requesting the termination of their Life Lease Agreement and return of their Deposit. The Applicant has not formally accepted any of these additional termination and Deposit requests.

61. Unfortunately, in addition to processing the terminations and refunds requested by the Refunded Purchasers, the Applicant spent the Deposit monies on soft development costs such as commissions, broker fees, site plan approvals, architect fees and reporting, leaving minimal cash reserves. Consequently, the Applicant is unable to process further refund requests from the Remaining Purchasers.

VII. NEED FOR CCAA PROTECTION

A. Eligibility

62. The Applicant is insolvent insofar as it is unable to meet its obligations as they generally come due, and has ceased paying its current obligations in the ordinary course of business. In particular, a significant number of the Remaining Purchasers have purported to terminate their Life Lease Agreements and have demanded return of their Deposits. The Applicant is unable to refund the Deposits at this time.

63. As at the date hereof, the aggregate amount of the claims against the Applicant is more than \$31 million.

64. Based on the current cash availability and projected cash use, action needs to be taken to protect the interests of the Remaining Purchasers and other stakeholders.

65. The Applicant's liquidity position is deteriorating and with no sources of revenue, additional funding will need to be borrowed in order to support the Applicant while it restructures. The Applicant has the support of its secured creditors, Limestone and Nahid, and I believe that there is sufficient equity in the Development Land to either: (i) secure additional financing to complete the Project, or (ii) sell the Development Land and use the

proceeds of sale to refund the Deposits to the Remaining Purchasers, as well as repay other creditors.

66. Based on the 26-Week Cash Flow Forecast (as defined below), the Applicant estimates that it requires a commitment for additional funding in the range of \$750,000 to \$850,000 in order to ensure that it has sufficient resources to complete the SISP and CCAA process.

VIII. FUNDING OF THE CCAA PROCEEDINGS

IX. PROPOSED INITIAL ORDER

A. Cash Flow Forecast

67. The Applicant has worked with the Proposed Monitor to prepare a 13-week consolidated cash flow forecast for the Applicant for the period ending May 22, 2022 (the “**13-Week Cash Flow Forecast**”). Attached hereto as **Exhibit “T”** is a copy of the 13-Week Cash Flow Forecast. Based on my knowledge of the financial position of the Applicant and the assumptions set out in the 13-Week Cash Flow Forecast, I believe that it is fair and reasonable.
68. The 13-Week Cash Flow Forecast indicates a closing cash balance of approximately \$210,000 over the period due to a negative net cash flow of \$366,000.
69. The Applicant has worked with the Proposed Monitor to prepare a 26-week cash flow forecast for the Applicant for the period ending August 21, 2022 (the “**26-Week Cash Flow Forecast**”). Attached hereto as **Exhibit “U”** is a copy of the 26-Week Cash Flow Forecast. Based on my knowledge of the financial position of the Applicant and the assumptions set out in the 26-Week Cash Flow Forecast, I believe it is fair and reasonable.

70. The 26-Week Cash Flow Forecast indicates a requirement for the Applicant to obtain financing of at least \$538,000 to successfully complete a Plan. The Applicant does not require financing for the purposes of making the within application for CCAA protection. However, the Applicant does anticipate that it will require financing at a later date in order to attend to the steps proposed herein and in order to support it through the course of the CCAA proceedings. While not required at this particular juncture, the Applicant intends to secure financing and seek Court-approval for same at a later date, as further particularized below.

X. PROPOSED INITIAL ORDER

71. The Applicant is seeking the Initial Order substantially in the form attached as Tab 3 to the Application Record.

A. The Stay of Proceedings in Favour of the Applicant

72. The Initial Order contemplates a stay of all proceedings against the Applicant and its Property for an initial period of ten (10) days. As set out below, I anticipate that the Applicant will bring a motion during that period for an Order, among other things, extending the stay of proceedings.

B. Administration Charge

73. The Applicant intends to seek an initial charge against the Property in favour of the Monitor and its counsel and the Applicant's counsel to an initial maximum aggregate amount of \$150,000 in order to secure the payment of fees and expenses incurred in connection with moving for the within relief sought and for the initial ten (10) day protection period leading

up to the first comeback hearing (the “**Administration Charge**”). In my view, the proposed Administration Charge is fair and reasonable in the circumstances.

74. The Administration Charge is proposed to rank as a first-priority charge, with the exception of ranking in subordinate to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, the “**Encumbrances**”) in favour of any persons that have not been served with notice of this Application.
75. I believe that the granting of the Administration Charge, which may be increased at a later date, will permit and enhance the preparation of a viable SISP and CCAA process.

XI. INTENTION TO OBTAIN SECOND ORDER

76. As referred to above, I anticipate that the Applicant will return to Court within the 10 day period following the Initial Order (should it be granted) to seek an Order granting an extension of the stay of proceedings, approval of the SISP, and approval of debtor-in-possession financing (“**DIP Facility**”), as well as certain other relief.
77. As noted above, while not necessary at this juncture, the Applicant will require financing through the course of the CCAA proceedings in order to permit the Applicant to continue to operate its business. The Applicant, with the assistance of its counsel and the Monitor, is taking steps to secure a potential DIP Facility for this purpose. At this time, the Applicant is anticipating it will secure a DIP Facility in the maximum amount of \$850,000, payable in monthly tranches, with interest thereon at a rate per annum equal to 12% or the TD Bank

Prime Rate plus 9.55%. The Applicant intends to provide the Court with a fulsome update on the DIP Facility and seek court-approval in this regard at the comeback hearing.

XII. THE PROPOSED MONITOR

78. The Applicant proposes that Deloitte be appointed Monitor in this proceeding. Deloitte has consented to act as Monitor and its written consent is included at Tab 4 of the Application Record.

79. Deloitte is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada), and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA.

XIII. CONCLUSION

80. I believe that the Applicant ought to be granted protection under the CCAA. I am confident that granting the draft Initial Order is in the best interests of the Applicant as well as its employees, Purchasers, creditors, and other stakeholders. As set out above, I believe that given sufficient “breathing room” under the CCAA, the Applicant will be able to either (i) complete the Project for the benefit of the Remaining Purchasers who wish to move into their Suites in a way that provides sufficient liquidity to deal with Remaining Purchasers who wish to terminate their Life Lease Agreements, or (ii) sell the Development Land and distribute the proceeds to the Remaining Purchasers and other creditors.

81. Furthermore, I believe that even in a “worst case scenario” in which the Development Property is sold, a SISP under the CCAA will maximize proceeds on a more timely and

cost-effective basis than the available alternatives, and will provide for an orderly claims process and distribution process.

82. I swear this affidavit in support of an Application under the CCAA for an Initial Order in the form contained at Tab 3 of the Application Record, and for no other or improper purpose.

SWORN before me at the City of Toronto,
in the Province of Ontario, this day of
February 2022.

DocuSigned by:
Monica Fakeim
A927328446B742A...

Commissioner for Taking Affidavits

DocuSigned by:
Jeremy Anderson

70645C98E045438...
JEREMY ANDERSON

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.

Court File No.:

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

Proceedings commenced at Toronto

**AFFIDAVIT OF JEREMY ANDERSON
(Sworn February 22, 2022)**

MILLER THOMSON LLP
40 King Street West
Suite 5800, Toronto, Ontario
M5H 3S1, Canada

Gregory Azeff LSO#: 45324C
Tel: 416.595.2660 / Fax: 416.595.8695
Email: gazeff@millerthomson.com

Stephanie De Caria LSO#: 68055L
Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO#: 82213R
Tel: 416.597.6087 / Fax: 416.595.8695
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

This is Exhibit “B” referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 28th day of February, 2022

DocuSigned by:
Monica Faheim
A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

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

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

THE HONOURABLE) WEDNESDAY, THE 23RD
JUSTICE PENNY)
DAY OF FEBRUARY, 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.

INITIAL ORDER

THIS APPLICATION, made by Trinity Ravine Community Inc. ("**Trinity Ravine**" or the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jeremy Anderson sworn February 22, 2022 and the Exhibits thereto (the "**Anderson Affidavit**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, counsel for Deloitte Restructuring Inc. ("**Deloitte**") and counsel to the secured creditor, Nahid Corp., and no one appearing for any other party listed on the Service List set out in the Notice of Application, although duly served as appears from the affidavit of service of Shallon Garrafa sworn February 22, 2022, and on reading the consent of Deloitte to act as the Monitor (as defined below),

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the banking and cash management system currently in place as described in the Anderson Affidavit, or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days’ notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution

of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including March 5, 2022, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or

services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

20. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

APPOINTMENT OF MONITOR

21. THIS COURT ORDERS that Deloitte Restructuring Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicant in its development of the Plan and any amendments to the Plan;

- (d) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

23. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

24. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*,

the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

25. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

26. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

27. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, whether incurred prior to, on, or subsequent to, the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and

directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis, and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

28. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

29. THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$150,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 30 and 32 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

30. THIS COURT ORDERS that the Administration Charge shall rank as a first-priority charge on the Property.

31. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

32. THIS COURT ORDERS that the Administration Charge (as constituted and defined herein) shall constitute a charge on the Property and the Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person, provided that the Administration Charge shall rank behind Encumbrances in favor of any Persons that have not been served with notice of this application. The Applicant and the beneficiaries of the Administration Charge shall be entitled to seek priority ahead of such Encumbrances on notice to those parties.

33. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Administration Charge, or further Order of this Court.

34. THIS COURT ORDERS that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease,

sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by the Applicant pursuant to this Order and the granting of the Administration Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

35. THIS COURT ORDERS that the Administration Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

36. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the

prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

37. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.insolvencies.deloitte.ca/en-ca/trinityravine.

38. THIS COURT ORDERS that the Applicant and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2175 (SOR/DORS).

GENERAL

39. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation of this Order hereunder.

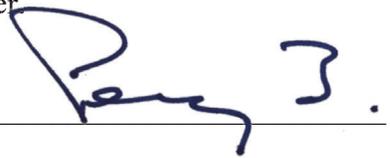
40. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

41. 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 Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

42. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

43. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

44. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order

A handwritten signature in blue ink, appearing to read "Ray J.", is written over a horizontal line.

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.

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

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

Proceeding commenced at TORONTO

INITIAL ORDER

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@millerthomson.com

Stephanie De Caria LSO#: 68055L

Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO #82213R

Tel: 416.597.6087
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

CITATION: Trinity Ravine Community Inc., 2022 ONSC 1277
COURT FILE NO.: Court File No. CV-22-00677236-00CL
DATE: 2022-02-24

SUPERIOR COURT OF JUSTICE – ONTARIO (COMMERCIAL LIST)

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.

BEFORE: Penny J.

COUNSEL: Gregory Azeff, Stephanie De Caria and Monica Faheim for the applicant

Monique Sassi for the proposed Monitor

Sara-Ann Wilson for Nahid Corp.

HEARD: February 23, 2022

ENDORSEMENT

- [1] This is an application made by Trinity Ravine Community Inc. for an initial order and other related relief under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended. Following oral submissions, I issued the initial order with reasons to follow. These are the reasons.
- [2] The applicant, Trinity Ravine, is a registered charitable organization developing a real estate project known as Trinity Ravine Community located at 1256 Markham Road, Scarborough, Ontario. The applicant is affiliated with Global Kingdom Ministries Church Inc., a member church of the Pentecostal Assemblies of Canada, which is a fellowship of over 1,100 Canadian churches. The church is the applicant's sole member.
- [3] Trinity Ravine Community is a proposed two-tower, 605-unit project intended to serve the senior citizens' community. The development land is the applicant's primary asset, and is a "shovel ready", permitted land parcel. The last appraised value for the development land as a high-density residential development property was approximately \$32 million.
- [4] The project utilizes a life lease structure under which prospective residents buy the right to occupy units in the project upon completion. As of November 6, 2019, the applicant sold life leases to a total of 439 purchasers under what are called life lease occupancy agreements.
- [5] As of September 30, 2021, the applicant had assets of \$25,766,228.49 and liabilities of \$29,115,052.79.12.

- [6] From the 439 purchasers in the project, a total of approximately \$27.6 million was paid to the applicant in the form of deposits.
- [7] Due primarily to skyrocketing construction costs and delays and uncertainty caused by the COVID-19 pandemic, the project's financial model is no longer viable. Due to delays in moving the project forward, over the last few years a number of purchasers terminated their life lease agreements and demanded the return of their deposits. The applicant accepted the termination requests of 188 purchasers. Deposits (inclusive of interest) in the aggregate amount of \$12,229,521.49 were returned to those purchasers.
- [8] A total of 280 purchasers remain in the project with deposits in the aggregate principal amount of \$16,119,649.96.16. Of the remaining purchasers, another 120 have more recently terminated their life lease agreements and demanded return of their deposits. The applicant does not have the money to repay these deposits. The funds not reimbursed to the initial 188 purchasers who terminated have been used up largely for the payment of pre-construction development costs.
- [9] Given the applicant's dwindling cash reserves as well as mounting pressure from purchasers and other creditors, an orderly process is required. The applicant wishes to conduct a "dual track" sale and investment solicitation process under the CCAA, with a view to either:
- (a) securing sufficient financing and purchaser support to complete the project in a way that provides sufficient liquidity to deal with purchasers who wish to terminate their life lease agreements; or
 - (b) selling the development and distributing the proceeds to purchasers and other creditors.
- [10] The total claims against the applicant exceed five million dollars.
- [11] The applicant was incorporated under Part II of the *Canada Corporations Act* and was continued under the *Canada Not-for-profit Corporations Act*. The applicant is therefore a "company" within the meaning of the CCAA.
- [12] I accept the evidence that the applicant is currently insolvent. The test under the BIA is satisfied. The applicant's liabilities materially exceed its balance sheet assets. The cash flow forecasts show that the applicant is unable to pay liabilities that are currently due and coming due. In particular, as described above, a number of purchasers have terminated their life lease agreements and have demanded return of their deposits; the applicant is unable to do so.
- [13] Although this enterprise is a real estate development, there are a number of factors that nevertheless militate in favour of a CCAA order:
- (1) the applicant is not a standard commercial real estate developer; rather, it serves a charitable purpose, namely, to provide a living community for senior citizens;

- (2) there is significant equity in the development land and the realizable value of the development land appears sufficient, if realized appropriately, to satisfy the applicant's obligations to its creditors;
 - (3) the SISP contemplated by the applicant appears to be a viable plan and includes an achievable timeline for completion;
 - (4) the process contemplated by the applicant would pose no significant prejudice to its senior secured lenders (indeed, the secured creditors support the application); and
 - (5) the SISP will ensure that recoveries of the applicant's creditors are maximized by providing for a sales and marketing process that thoroughly canvasses the market in an orderly manner, and a claims process that ensures that creditor claims are assessed and paid in a fair, timely and orderly fashion.
- [14] Section 11.02 of the CCAA, authorizes a stay of all proceedings concerning a debtor company for a period of ten days, provided that the Court is satisfied that (i) circumstances exist that make the order appropriate, and (ii) the applicant has acted, and is acting, in good faith and with due diligence. These requirements are met in this case.
- [15] The Court has granted CCAA protection to not-for-profit organizations providing community services before. A stay of proceedings is necessary in this case to allow the applicant the opportunity to formulate and implement an orderly restructuring plan and avoid the negative impact on the senior citizens' community of creditor realization, receivership or bankruptcy.
- [16] Deloitte, the proposed Monitor, is a "trustee" within the meaning of s. 2(1) of the BIA and is not subject to any of the restrictions on who may act as a monitor under s. 11.7(2) of the CCAA. Deloitte has consented to be appointed as Monitor in these CCAA proceedings.
- [17] The applicant seeks an initial administration charge against the property of the applicant (including, in particular, the development land) in favour of its counsel, the proposed Monitor, and the proposed Monitor's counsel, to an initial maximum aggregate amount of \$150,000, in order to secure payment of fees and expenses incurred in connection with this within application and for the initial ten-day period. The SISP and CCAA process will require extensive input from professional advisors and there is an immediate need for this advice.
- [18] The administration charge satisfies the *Canwest* factors and is, therefore, granted. The amount of the administration charge is limited to what is reasonably necessary for the initial stay period and is supported by the proposed Monitor.
- [19] In summary, the CCAA will allow the Applicant to implement a two-pronged SISP with the objective of enabling the Applicant to either: (i) secure the necessary financing and purchaser support to complete the project; or (ii) sell the development land and distribute the proceeds to purchasers and other creditors. The initial order sought by the applicant

will provide the required breathing room for the applicant to design and implement the SISP, with a view to protecting the interests of the purchasers and other stakeholders.

[20] For these reasons, the initial order is granted.

[21] Counsel shall make arrangements with the Commercial List office to book the required come back date.

A handwritten signature in blue ink, appearing to read "Penny J.", is written above a horizontal line.

Penny J.

Date: 2022-02-24

This is Exhibit “C” referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 28th day of February, 2022

DocuSigned by:

Monica Faheim

A927328446B742A...

Commissioner for Learning (or as may be)

MONICA FAHEIM

**DIP FACILITY TERM SHEET
TRINITY RAVINE COMMUNITY INC.**

Dated February 28, 2022

The Borrower intends to commence proceedings (the “**CCAA Proceedings**”) pursuant to the *Companies’ Creditors Arrangement Act* (“**CCAA**”) and seek an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).

The DIP Lender is prepared to lend the DIP Facility to the Borrower subject to and in accordance with the terms and conditions set out in this term sheet (the “**Term Sheet**”).

- Borrower:** Trinity Ravine Community Inc. (the “**Borrower**”)
- DIP Lender:** Nahid Corporation or an affiliate (the “**DIP Lender**”)
- Monitor** Deloitte Restructuring Inc. (the “**Monitor**”)
- DIP Facility:** Non-revolving facility in the maximum principal amount of CAD \$850,000.00 (the “**DIP Facility**”).
- Purpose:** To provide working capital to the Borrower for general operating and restructuring expenses (including professional fees and disbursements) during the CCAA Proceedings as set out in the cash flow forecast prepared by the Borrower with the assistance of the Monitor, approved by the DIP Lender and attached hereto as Schedule “A” (the “**Cash Flow Forecast**”).
- Advances:** Advances under the DIP Facility (“**Advances**”) shall be made monthly in minimum tranches of \$100,000. DIP Lender must receive the draw amount by the 23rd day of each month.
- First advance shall not be made until after the comeback hearing.
- Interest:** Interest shall accrue on the DIP Facility at a rate per annum equal to the greater of 12% or the TD Bank Prime Rate (currently 2.45%) plus 9.55%. Interest shall be payable monthly in arrears and due on the first business day of each month, calculated based on the total of all Advances outstanding.
- Fees:** Administration Fee:
- A fee of \$20,000 shall be fully earned upon issuance of Initial Order and payable from proceeds of first Advance.

Advance Fee:

Each Advance is subject to a fee of \$500 plus HST, which fee shall be fully earned upon the making of each Advance and payable from the proceeds of each Advance.

Utilization Fee:

Any unutilized portion of the DIP Facility shall bear a fee (“**Utilization Fee**”) at a rate of 0.35% per annum calculated and compounded monthly in arrears. The Utilization Fee will be deducted from each Advance or otherwise payable on the first business day of each month.

Recoverable Expenses The Borrower will be responsible for payment of all costs and expenses, including all legal fees and disbursements, incurred by the DIP Lender in connection with this Term Sheet, the DIP Facility, the CCAA Proceedings and the enforcement of the DIP Lender’s rights under this Term Sheet, the Initial Order and the DIP Lender’s Charge (the “**Recoverable Expenses**”). The Recoverable Expenses shall be secured by the DIP Lender’s Charge.

Expense Deposit The Borrower shall provide a \$40,000 deposit to the DIP Lender to be applied against legal fees, disbursements and other expenses. 50% of such deposit to be payable immediately upon acceptance of this Term Sheet and the remaining 50% payable out of the first Advance. For clarity, the Recoverable Expenses are not limited to the amount of the expense deposit.

Security: The DIP Facility (including the Recoverable Expenses and all fees payable hereunder) shall be secured by a Court-ordered charge (the “**DIP Lender’s Charge**”) on all of the assets, undertakings and properties (the “**Property**”) of the Borrower including, without limitation, the real property described in Schedule “B” hereto (the “**Real Property**”).

The DIP Lender’s Charge shall be a first-ranking super-priority charge.

Maturity Date The term of the DIP Facility shall expire on the earliest of (the “**Maturity Date**”):

- (a) September 30, 2022;
- (b) the date on which the sale and investment solicitation process terminates, provided that such process does not result in a qualified bid or proposal that is sufficient to pay in full all

amounts owing under the DIP Facility and the charge registered against the Real Property on October 19, 2021 in favour of Nahid Corp. in the principal amount of \$4,700,000 (the “**Nahid Mortgage**”); and

- (c) the date of completion of a sale of the Real Property or a portion thereof.

Repayment:

The aggregate principal amount owing under the DIP Facility plus all accrued and unpaid interest, fees and Recoverable Expenses shall become immediately and payable on the earlier of the occurrence of an Event of Default and the Maturity Date. The DIP Facility may be prepaid at any time without penalty (provided all accrued and unpaid interest, fees and Recoverable Expenses are paid in full).

Funding Conditions:

Advances under the DIP Facility will be available to the Borrower, subject to the terms and conditions of this Term Sheet, including the following:

- (a) issuance of the Initial Order by the Court, *inter alia*, approving this Term Sheet and granting the DIP Lender’s Charge, all in form and substance satisfactory to the DIP Lender and its counsel;
- (b) registration of the Initial Order against title to the Real Property;
- (c) the Initial Order has not been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender (such consent not to be unreasonably withheld where any such amendment does not pertain to the DIP Facility);
- (d) no material adverse change in the financial condition of the Borrower or the condition of the Property (including the Real Property); and
- (e) no Event of Default has occurred.

Initial Order:

The Initial Order shall be in form and substance satisfactory to the DIP Lender and shall, without limitation:

- (a) approve this Term Sheet and the DIP Facility;
- (b) grant the DIP Lender’s Charge in favour of the DIP Lender;
- (c) provide that the DIP Lender’s Charge shall be a first priority charge over the Property, ranking in priority to the

Administration Charge (which shall be limited to the maximum amount of \$250,000);

- (d) provide that the filing, registration or perfection of the DIP Lender's Charge shall not be required, and that the DIP Lender's Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the DIP Lender's Charge coming into existence, notwithstanding any such failure to file, register, record or perfect;
- (e) direct the Borrower to register the Initial Order on title to the Real Property;
- (f) authorize, but not require, the DIP Lender to take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge wherever in its discretion it deems appropriate;
- (g) declare that the granting of the DIP Lender's Charge and all other documents executed and delivered to the DIP Lender as contemplated herein, including, without limitation, all actions taken to perfect, record and register the DIP Lender's Charge, do not constitute conduct meriting an oppression remedy, fraudulent preference, fraudulent conveyance or other challengeable or reviewable transaction under any applicable federal or provincial legislation; and
- (h) restrict the granting of any additional liens or encumbrances on the Property (including the Real Property), other than as permitted herein.

Covenants:

Without limiting any other obligations of the Borrower herein, the Borrower hereby agrees to:

- (a) promptly on the receipt by the Borrower of the same, give the DIP Lender a copy of any notice of motion, pleading or application to vary, supplement, revoke, terminate or discharge the Initial Order, including (without limitation) any application to the Court for the granting of security that will or may have priority over the DIP Lender's Charge, or otherwise for the variation of the priority of the DIP Lender's Charge;
- (b) provide to the DIP Lender, within three (3) business days after the end of each month, an updated cash flow forecast and a cash flow variance analysis for the previous month;

- (c) provide the DIP Lender with any additional financial information reasonably requested by the DIP Lender;
- (d) use the DIP Facility Advances only to pay the expenditures set out in the Cash Flow Forecast, as may be subsequently amended and approved by the Monitor and DIP Lender, or such other expenditures the DIP Lender and Monitor consent to in writing;
- (e) ensure that, as of any date, its the aggregate net cash flow requirements do not exceed 5% of the Cash Flow Forecast;
- (f) pay all property taxes (including arrears) on the Real Property when due;
- (g) not declare or pay any dividends, or make any other distributions with respect to any shares of the Borrower;
- (h) not make any payment to any director, officer, investor or related party (except salary and wages in the normal course) without the prior written consent of the DIP Lender;
- (i) not incur any borrowings or other secured indebtedness, obligations or liabilities, other than pursuant to the DIP Facility or upon the written consent of the DIP Lender;
- (j) not create or grant any security (other than the DIP Lender's Charge or pursuant to the Initial Order) over any of the Property, whether ranking in priority to or subordinate to the DIP Lender's Charge; and
- (k) not to sell, transfer, assign, convey or lease any Property (including the Real Property) unless agreed to by the Monitor and the DIP Lender.

Events of Default:

The DIP Facility shall be subject to the following events of default ("**Events of Default**"):

- (a) any covenant, condition precedent, payment obligation, or other term or condition of the DIP Term Sheet is not complied with or fulfilled to the satisfaction of the DIP Lender;
- (b) the seeking or support by the Borrower of any court order (in the CCAA Proceedings or otherwise) which is adverse or potentially adverse to the interests of the DIP Lender;

- (c) the issuance of any court order lifting or terminating (in whole or in part) the stay of proceedings in the CCAA Proceedings;
- (d) any of the Property is seized, levied upon, subject to execution, garnishment, distress or similar process;
- (e) the issuance of any court order discontinuing, dismissing or otherwise terminating the CCAA Proceedings;
- (f) the Borrower files a motion or other pleading seeking the termination, discontinuance or dismissal of the CCAA Proceedings;
- (g) the issuance of any court order staying, reversing, vacating or modifying the terms of the Initial Order, the DIP Facility or the DIP Lender's Charge without the DIP Lender's consent;
- (h) the service or filing of a notice of appeal, application for leave to appeal, or an appeal in respect of the Initial Order;
- (i) an event occurs that will, in the opinion of the DIP Lender, materially impair the Borrower's financial condition, operations or ability to perform under the DIP Term Sheet or any order of the Court;
- (j) the appointment of a receiver, interim receiver, receiver and manager or trustee in bankruptcy in respect of the Borrower or any of the Property;
- (k) the Borrower's failure to pay any amount due hereunder when due and payable;
- (l) any representation or warranty made to the DIP Lender by the Borrower, or any information provided to the DIP Lender by the Borrower, is untrue or incorrect in any material respect;
- (m) failure by the Borrower to comply with the Initial Order;
- (n) any material adverse change in (i) the business, operations, or financial condition of the Borrower, (ii) the Property of the Borrower, including the Real Property, (iii) the DIP Lender's Charge, including its relative priority, (iv) the ability of the Borrower to perform its obligations to the DIP Lender or to any person under any material contract, (v) the

DIP Lender's ability to enforce any of its rights or remedies against the Property or for the obligations of the Borrower to be satisfied from the realization thereof;

- (o) the Borrower becomes subject to a proceeding under the *Bankruptcy and Insolvency Act* (Canada);
- (p) the entry of an order of any court granting or approving the granting of any lien, charge or security interest that is *pari passu* with or senior to the liens, charges and claims of the DIP Lender securing the DIP Facility, including the DIP Lender's Charge, or any way affecting the DIP Lender's Charge relative priority;
- (q) the bringing of a motion, the taking of any action or the filing of a plan of reorganization to obtain additional post-filing financing, grant any lien upon or affecting the Property, or any other action adverse to the DIP Lender;
- (r) the acceptance of any offer for the sale of all or any part of the Property, or the filing of a motion seeking approval of the Court to accept any such offer, unless the total indebtedness owing by the Borrower under the DIP Facility (including all fees and Recoverable Expenses) and the Nahid Mortgage are to be paid in full in cash or other immediately available funds upon completion of the sale;
- (s) the sale, transfer, assignment, conveyance or lease of the Real Property without the written consent of the Monitor and the DIP Lender;
- (t) the filing of any plan of reorganization, arrangement or liquidation to which the DIP Lender does not consent;
- (u) the issuance of an order sanctioning a plan of reorganization or arrangement that does not contain a provision for termination of all financing commitments under the Term Sheet and any ancillary documents and the repayment in full of all obligations hereunder as of the effective date of such plan;
- (v) the commencement of any claim, action, proceeding, application, motion, defense or other contested matter the purpose of which is to seek or the result of which would be to obtain any order, judgment, determination, declaration or similar relief, (i) invalidating, setting aside, avoiding, or subordinating the obligations of the Borrower under the DIP Facility, the DIP Lender's Charge or its priority, (ii) for

monetary, injunctive or other relief against the DIP Lender or the Property; or (iii) preventing, hindering or otherwise delaying the exercise by the DIP Lender of any of its rights and remedies hereunder, pursuant to the Initial Order or under applicable law, or the enforcement or realization by the DIP Lender against any of its collateral; and

- (w) the entry of an order avoiding or requiring the disgorgement of any payments made on account of the obligations owing to the DIP Lender under the DIP Facility.

Remedies and Enforcement

Following the occurrence of an Event of Default, and upon seven (7) days written notice to the Borrower and the Monitor, the DIP Lender shall have the right, without the necessity of obtaining further relief or order from the Court, to:

- (a) enforce the DIP Lender's Charge and realize on the Property (including the Real Property) and any other collateral securing the DIP Facility;
- (b) exercise the rights and powers of a secured lender and mortgagee pursuant to the *Personal Property Security Act* (Ontario), the *Mortgages Act* (Ontario) or any legislation of similar effect; and
- (c) exercise all such other rights and remedies available to the DIP Lender hereunder, the Initial Order, any other order of the Court or applicable law

No failure or delay on the part of the DIP Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.

Further Assurances:

The Borrower will, at its own expense and promptly on demand by the DIP Lender at any time, do such acts and things and execute and deliver such documents as the DIP Lender may reasonably request to give effect to any other provisions set out hereunder.

Assignment:

The Borrower shall not assign this Term Sheet or any of the provisions set out herein without the prior written consent of the DIP Lender. The DIP Lender may assign or sell its rights or obligations with respect to this Term Sheet to any person without the prior written consent of the Borrower.

Governing Law:

The DIP Facility and the provisions set out herein shall be governed and construed in all respects in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Acceptance: This Term Sheet is open for acceptance until 5:00 p.m. (Toronto time) on February 29, 2022.

[signature page follows]

NAHID CORPORATION

By: 
Name: ARJANG ZANDNIA
Title: DIRECTOR
(I have authority to bind the corporation)

Trinity Ravine Community Inc. hereby acknowledges, accepts and agrees to comply with the provisions of the DIP Term Sheet set out above.

Dated this _____ day of _____, 2022.

TRINITY RAVINE COMMUNITY INC.

By: _____
Name:
Title:
(I have authority to bind the corporation)

**SCHEDULE A
CASH FLOW FORECAST**

Trinity Ravine Community Inc. ("TRC" or the "Company")
Cash Flow Forecast for the period February 21 to August 21, 2022
 All amounts in CAD\$, unless otherwise stated
 Unaudited

	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL - 13 weeks
	27-Feb-22	6-Mar-22	13-Mar-22	20-Mar-22	27-Mar-22	3-Apr-22	10-Apr-22	17-Apr-22	24-Apr-22	1-May-22	8-May-22	15-May-22	22-May-22	
Receipts														
HST refund												46,086		46,086
Total Receipts												46,086		46,086
Operating disbursements														
KJK Ventures Inc.	11,300				11,300								11,300	45,200
Payroll		4,832		4,832		4,832		4,832	11,300	4,832				28,990
GWL - Group Insurance		983			983						983			2,960
Property Land Tax - City of Toronto		4,224		4,224							4,224			12,672
Office Supplies and Other		350			350						350			1,050
Contingency		2,000			2,000						2,000			6,000
Total operating disbursements	11,300	12,389	-	4,832	11,300	12,389	-	4,832	11,300	4,832	7,557	4,832	11,300	96,862
Financing and other disbursements														
Nahid	20,000		40,565	2,384				565					4,568	72,244
Bank Charges (RBC & TD)		150			150									450
Miller Thomson	65,000				55,000					40,000				160,000
Deloitte	20,000				55,000					35,000				110,000
Monitor's counsel					22,500				22,500					45,000
Total financing and other disbursements	105,000	150	40,565	2,384	132,500	150		565	97,500		715	4,568		387,694
Net Cash Flow	\$(116,300)	\$(12,539)	\$(40,565)	\$(7,215)	\$(143,800)	\$(12,539)	\$	\$(565)	\$(108,800)	\$(4,832)	\$(8,272)	\$(36,686)	\$(11,300)	\$(438,470)
Opening cash	155,813	39,513	26,974	206,409	199,193	55,393	42,854	167,289	158,860	50,060	45,229	136,956	173,642	155,813
DIP Advance			220,000				125,000			100,000				445,000
Net Cash Flow	(116,300)	(12,539)	(40,565)	(7,215)	(143,800)	(12,539)	(565)	(8,429)	(108,800)	(4,832)	(8,272)	(36,686)	(11,300)	(438,470)
Closing cash	\$ 39,513	\$ 26,974	\$ 206,409	\$ 199,193	\$ 55,393	\$ 42,854	\$ 167,289	\$ 158,860	\$ 50,060	\$ 45,229	\$ 136,956	\$ 173,642	\$ 162,342	\$ 162,342

Nahid Fees:
 Expense deposit \$ 20,000
 DIP Advance \$ 220,000
 Administration Fee \$ (20,000)
 Advance Fee \$ (665)
 Net DIP Advance \$ 199,435

DIP Interest 12% \$ 2,200
 Utilization Fee 0.35% \$ 184
 DIP maximum 850,000 \$

\$ 20,000 \$ 125,000 \$ 100,000
 \$ (20,000) \$ (565) \$ (565)
 \$ 199,435 \$ 124,435 \$ 99,435

\$ 3,450 \$ 4,450
 \$ 147 \$ 118

Trinity Ravine Community Inc. ("TRC" or the "Company")
Cash Flow Forecast for the period February 21 to August 21, 2022
 All amounts in CAD\$, unless otherwise stated
 Unaudited

	14	15	16	17	18	19	20	21	22	23	24	25	26	TOTAL - 26 weeks
	29-May-22	5-Jun-22	12-Jun-22	19-Jun-22	26-Jun-22	3-Jul-22	10-Jul-22	17-Jul-22	24-Jul-22	31-Jul-22	7-Aug-22	14-Aug-22	21-Aug-22	
Receipts														
HST refund												42,952		89,038
Total Receipts	46,086											42,952		89,038
Operating disbursements														
KJK Ventures Inc.				11,300										11,300
Payroll	4,832		4,832		4,832		4,832		4,832		4,832		4,832	4,832
GWL - Group Insurance		983				983								983
Property Land Tax - City of Toronto														
Office Supplies and Other		350				350								350
Contingency		2,000				2,000								2,000
Total operating disbursements	4,832	3,333	4,832	11,300	4,832	3,333	4,832	11,300	4,832		8,165	11,300	4,832	174,583
Financing and other disbursements														
Nahid			565			565								94,585
Bank Charges (RBC & TD)			150			150								900
Miller Thomson					40,000					40,000				280,000
Deloitte					35,000					35,000				215,000
Monitor's counsel					22,500					22,500				112,500
Total financing and other disbursements			715		97,500	715	6,898			97,500	715	8,015		702,985
Net Cash Flow	\$(438,470)	\$(102,332)	\$(4,048)	\$(11,300)	\$(102,332)	\$(4,048)	\$(11,730)	\$(11,300)	\$(4,832)	\$(97,500)	\$(8,880)	\$(23,637)	\$(4,832)	\$(788,531)
Opening cash	155,813	60,011	175,962	165,398	154,098	51,766	167,717	155,988	144,688	139,856	42,356	148,476	172,114	155,813
DIP Advance	445,000	120,000				120,000					115,000			800,000
Net Cash Flow	(438,470)	(102,332)	(4,048)	(11,300)	(102,332)	(4,048)	(11,730)	(11,300)	(4,832)	(97,500)	(8,880)	(23,637)	(4,832)	(788,531)
Closing cash	\$ 162,342	\$ 60,011	\$ 175,962	\$ 165,398	\$ 154,098	\$ 51,766	\$ 167,717	\$ 155,988	\$ 144,688	\$ 139,856	\$ 42,356	\$ 148,476	\$ 172,114	\$ 167,282

Nahid Fees:
 Expense deposit \$ 115,000
 DIP Advance \$ (565)
 Administration Fee \$ 114,435
 Advance Fee \$ 800,000
 Net DIP Advance \$ 776,610

DIP Interest 12% \$ 6,850
 Utilization Fee 0.35% \$ 48
 DIP maximum 850,000 \$ 83

Notes:

- 1 TRC remits HST on a quarterly basis. May refund is an estimate based on payments made during the period January to March 2022. August refund is an estimate based on payments made during the period April to June 2022.
- 2 Monthly payment as agreed by KJK Ventures Inc.
- 3 Bi-weekly gross payroll for two employees. Source deductions are paid via the payroll service provider, Rise. Source deductions are current based on latest CRA statement. Group benefits package automatically withdrawn on the first of the month.
- 4 As per available property tax details from the City of Toronto online portal. Interim billings of \$4,224 due on March 1, April 1 and May 2, 2022.
- 5 Based on current amount due and estimate for the insolvency proceeding period.
- 6 Opening cash as per TD and RBC bank statements.

**SCHEDULE B
REAL PROPERTY DESCRIPTION**

Municipal Address: 1256 Markham Rd, Toronto, ON

PIN: 06179-0141 (LT)

Legal 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

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.

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

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

Proceedings commenced at Toronto

**AFFIDAVIT OF JEREMY ANDERSON
(Sworn February 28, 2022)**

MILLER THOMSON LLP
40 King Street West
Suite 5800, Toronto, Ontario
M5H 3S1, Canada

Gregory Azeff LSO#: 45324C
Tel: 416.595.2660 / Fax: 416.595.8695
Email: gazeff@millerthomson.com

Stephanie De Caria LSO#: 68055L
Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO#: 82213R
Tel: 416.597.6087 / Fax: 416.595.8695
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

TAB 3

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

THE HONOURABLE) ~~WEDNESDAY~~FRIDAY, THE
JUSTICE ~~PENNY~~CONWAY) ~~23RD~~4th
DAY OF ~~FEBRUARY~~MARCH, 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.

AMENDED AND RESTATED INITIAL ORDER

THIS ~~APPLICATION~~MOTION, made by Trinity Ravine Community Inc. (“Trinity Ravine” or the “Applicant”) for orders, among other things: (i) amending and restating the Initial Order (the “Initial Order”) issued on February 23, 2022 (the “Initial Filing Date”) pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”), (ii) approving the DIP Facility and granting the DIP Lender’s Charge (as such terms are defined below), and (iii) approving a sale and investment solicitation process, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jeremy Anderson sworn February 22, 2022 and the Exhibits thereto ~~(, the “affidavit of Jeremy Anderson Affidavit”), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given~~

~~notices~~ sworn February 28, 2022 and the Exhibits thereto, and the First Report of Deloitte Restructuring Inc. (“Deloitte”) in its capacity as CCAA Monitor (in such capacity, the “Monitor”) dated March 1, 2022, and on hearing the submissions of counsel for the Applicant, counsel for ~~Deloitte Restructuring Inc. (“Deloitte”)~~ and the Monitor, counsel to the secured creditor, Nahid ~~Corp.~~ Corporation, and no one appearing for any other party listed on the Service List set out in the ~~Notice of Application~~ Motion Record, although duly served as appears from the affidavit of service of Shallon Garrafa sworn February ~~22~~ 28, 2022, ~~and on reading the consent of Deloitte to act as the Monitor (as defined below),~~

INITIAL ORDER & INITIAL FILING DATE

1. THIS COURT ORDERS that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

2. ~~1.~~ THIS COURT ORDERS that the time for service of the Notice of ~~Application~~ Motion and the ~~Application~~ Motion Record is hereby abridged and validated so that this ~~Application~~ Motion is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. ~~2.~~ THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. ~~3.~~ THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

5. ~~4.~~ THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. ~~5.~~ THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the banking and cash management system currently in place as described in the Anderson Affidavit, or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash

Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. ~~6.~~ THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

8. ~~7.~~ THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

9. ~~8.~~ THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, “Sales Taxes”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. ~~9.~~ THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. ~~10.~~ THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. ~~11.~~ THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;

- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

13. ~~12.~~ THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days’ notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant’s claim to the fixtures in dispute.

14. ~~13.~~ THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal

business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

15. ~~14.~~ THIS COURT ORDERS that until and including ~~March 5~~July 15, 2022, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. ~~15.~~ THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations,

actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

17. ~~16.~~ THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. ~~17.~~ THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. ~~18.~~ THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. ~~19.~~ THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

21. ~~20.~~ THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

APPOINTMENT OF MONITOR

22. ~~21.~~ THIS COURT ORDERS that Deloitte Restructuring Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

23. ~~22.~~ THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel on a monthly basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) advise the Applicant in the Applicant's preparation of its cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than monthly basis, or as otherwise agreed to by the DIP Lender;

(e) ~~(e)~~ advise the Applicant in its development of the Plan and any amendments to the Plan;

(f) ~~(d)~~ assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) ~~(e)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(h) ~~(f)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) ~~(g)~~ perform such other duties as are required by this Order or by this Court from time to time.

24. ~~23.~~ THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. ~~24.~~ THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

26. ~~25.~~ THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant including the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. For certainty, the Monitor shall not be required to provide information regarding the SISP to any creditor including the DIP Lender which in its opinion could negatively impact the SISP or the Applicant. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such

information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

27. ~~26.~~ THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. ~~27.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, whether incurred prior to, on, or subsequent to, the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis, and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. ~~28.~~ THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. ~~29.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount

of \$~~150,000~~250,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~30~~37 and ~~32~~39 hereof.

DIP FINANCING

31. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility (the “DIP Facility”) from Nahid Corporation or an affiliate (the “DIP Lender”) in order to finance the Applicant's working capital requirements and other general corporate purposes and restructuring professional fees, provided that borrowings under the DIP Facility shall not exceed \$850,000 unless permitted by further Order of this Court.

32. THIS COURT ORDERS THAT the DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Facility term sheet between the Applicant and the DIP Lender, dated February 28, 2022 (the “Term Sheet”), filed.

33. THIS COURT ORDERS that the Term Sheet is approved and the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “Definitive Documents”), as are contemplated by the Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

34. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “DIP Lender’s Charge”) on the Property. The DIP Lender’s Charge secures, (a) the obligations of the Applicant to the DIP Lender, including the payment of principal, interest fees and other amounts under the Term Sheet, and (b) all costs, fees and expenses, including legal fees and disbursements, incurred by the DIP Lender in connection with the Term Sheet, the DIP Facility, the within proceedings and the enforcement of the DIP Lender’s rights under the Term Sheet, this Order, any other Court order and the DIP Lender’s Charge. The DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 37 and 39 hereof.

35. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Term Sheet, Definitive Documents or the DIP Lender’s Charge, the DIP Lender, upon seven (7) days’ notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Term Sheet, the Definitive Documents and the DIP Lender’s Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Term Sheet, the Definitive Documents or the DIP Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to

this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

36. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the “BIA”), with respect to any advances made under the Term Sheet or the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

37. ~~30.~~ THIS COURT ORDERS that the priorities of the Administration Charge and the DIP Lender’s Charge, as among them, shall ~~rank~~be as ~~a first priority charge on the Property.~~follows:

First – DIP Lender’s Charge; and

Second – Administration Charge (to the maximum amount of \$250,000).

38. ~~31.~~ THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge or the DIP Lender’s Charge (collectively, the “Charges”) shall not be required, and that the ~~Administration Charge~~Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the ~~Administration Charge~~Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

39. ~~32.~~ THIS COURT ORDERS that the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall each constitute a charge on the Property and the ~~Administration Charge~~Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, ~~provided that the Administration Charge shall rank behind Encumbrances in favor of any Persons that have not been served with notice of this application. The Applicant and the beneficiaries of the Administration Charge shall be entitled to seek priority ahead of such Encumbrances on notice to those parties.~~

40. ~~33.~~ THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property ~~that rank in priority to, or pari passu with, the Administration Charge~~, unless the Applicant ~~also~~ obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Administration Charge, or further Order of this Court.

41. ~~34.~~ THIS COURT ORDERS that the Administration Charge, the Term Sheet, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the ~~Administration Charge~~Charges (collectively, the "Chargees") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of

Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the ~~Administration Charge~~ Charges nor the execution, delivery, perfection, registration or performance of the Term Sheet or the Definitive Documents shall ~~not~~ create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party; and
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the Term Sheet, the creation of the ~~Administration Charge; and~~ Charges, or the execution, delivery or performance of the Definitive Documents.

42. ~~(e)-THIS COURT ORDERS that~~ the payments made by the Applicant pursuant to this Order, the Term Sheet or the Definitive Documents, and the granting of the ~~Administration~~ Charges, the execution and delivery of the Term Sheet and the Definitive Documents, and all actions taken to perfect, record, and register the DIP Lender’s Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable, reviewable or voidable transactions under any applicable law.

43. ~~35.-THIS COURT ORDERS that the Administration~~ any Charge created by this Order over leases of real property in Canada shall only be a Charge ~~in~~ on the Applicant's interest in such real property leases.

44. THIS COURT ORDERS AND DIRECTS that the Applicant register a copy of this Order on title to the Real Property (as defined in the Affidavit of Jeremy Anderson sworn February 28, 2022).

SERVICE AND NOTICE

45. ~~36.~~ THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

46. ~~37.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.insolvencies.deloitte.ca/en-ca/trinityravine.

47. ~~38.~~ THIS COURT ORDERS that the Applicant and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2175 (SOR/DORS).

GENERAL

48. ~~39.~~ THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation of this Order hereunder.

49. ~~40.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

50. ~~41.~~ 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 Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give

effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

51. ~~42.~~ THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

52. ~~43.~~ THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

53. ~~44.~~ THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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.

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

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

Proceeding commenced at TORONTO

AMENDED & RESTATED INITIAL ORDER

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@millerthomson.com

Stephanie De Caria LSO#: 68055L
Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO #82213R
Tel: 416.597.6087
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

Document comparison by Workshare Compare on Monday, February 28, 2022 2:40:13 PM

Input:	
Document 1 ID	iManage://mtdmswssc.millerthomson.corp/Legal/60412151/1
Description	#60412151v1<Legal> - Draft Initial Order (Final - Delivered for Issuance)(Feb 23 2022)
Document 2 ID	iManage://mtdmswssc.millerthomson.corp/Legal/60516023/1
Description	#60516023v1<Legal> - Amended and Restated Initial Order (Final - to be served)(Feb 28 2022)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	132
Deletions	85
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	219

TAB 4

Revised: January 21, 2014

Court File No. —: CV-22-00677236-00CL

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

THE HONOURABLE) ~~WEEKDAY~~FRIDAY, THE #4th
JUSTICE —CONWAY) DAY OF ~~MONTH, 20YR~~MARCH,
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 ~~[APPLICANT'S NAME]~~ (the
"Applicant") TRINITY RAVINE COMMUNITY INC.

AMENDED AND RESTATED INITIAL ORDER

THIS ~~APPLICATION~~MOTION, made by Trinity Ravine Community Inc. ("Trinity Ravine" or the "Applicant,") for orders, among other things: (i) amending and restating the Initial Order (the "Initial Order") issued on February 23, 2022 (the "Initial Filing Date") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), (ii) approving the DIP Facility and granting the DIP Lender's Charge (as such terms are defined below), and (iii) approving a sale and investment solicitation process, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Jeremy Anderson sworn ~~[DATE]~~February 22, 2022 and the Exhibits thereto, the affidavit of Jeremy Anderson sworn February 28, 2022 and ~~on being advised that the secured creditors who are likely to be affected by the charges created~~

~~herein were given notice~~ the Exhibits thereto, and the First Report of Deloitte Restructuring Inc. (“Deloitte”) in its capacity as CCAA Monitor (in such capacity, the “Monitor”) dated March 1, 2022, and on hearing the submissions of counsel for [NAMES], the Applicant, counsel for the Monitor, counsel to the secured creditor, Nahid Corporation, and no one appearing for [NAME]¹ any other party listed on the Service List set out in the Motion Record, although duly served as appears from the affidavit of service of [NAME] Shallon Garrafa sworn [DATE] and on reading the consent of [MONITOR’S NAME] to act as the Monitor February 28, 2022,

INITIAL ORDER & INITIAL FILING DATE

1. THIS COURT ORDERS that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

¹Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).

2. ~~1.~~ THIS COURT ORDERS that the time for service of the Notice of ~~Application~~Motion and the ~~Application~~Motion Record is hereby abridged and validated² so that this ~~Application~~Motion is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. ~~2.~~ THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. ~~3.~~ THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

5. ~~4.~~ THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts,

² ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. ~~5.~~ THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the ~~central~~banking and cash management system³ currently in place as described in the Anderson Affidavit of [NAME] sworn [DATE], or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.]

7. ~~6.~~ THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after the date of this Order:

³~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross border and inter company transfers of cash.~~

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and [employee](#) expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

8. ~~7.~~ THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

9. ~~8.~~ THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of

- (i) employment insurance, (ii) Canada Pension Plan, and (iii) ~~Quebec Pension Plan,~~
~~and (iv)~~ income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, “Sales Taxes”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order;; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. ~~9.~~ THIS COURT ORDERS that until a real property lease is disclaimed ~~or resiliated~~⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time (“Rent”), for the period commencing from and including the date of this Order, twice-monthly

⁴~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

in equal payments on the first and fifteenth day of each month, in advance (but not in arrears).
On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. ~~10.~~ THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. ~~11.~~ THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, ~~[and to dispose of redundant or non-material assets not exceeding \$• in any one transaction or \$• in the aggregate]⁵;~~
- (b) ~~terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate~~; and

⁵Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.

- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

13. ~~12.~~ THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant disclaims ~~{or resiliates}~~ the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~{or resiliation}~~ of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

14. ~~13.~~ THIS COURT ORDERS that if a notice of disclaimer ~~{or resiliation}~~ is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer ~~{or resiliation}~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24

hours' prior written notice, and (b) at the effective time of the disclaimer ~~for resiliation~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

15. ~~14.~~ THIS COURT ORDERS that until and including ~~[DATE—MAX. 30 DAYS]~~ July 15, 2022, or such later date as this Court may order (the “Stay Period”), no proceeding or enforcement process in any court or tribunal (each, a “Proceeding”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. ~~15.~~ THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “Persons” and each being a “Person”) against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations,

actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

17. ~~16.~~ THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. ~~17.~~ THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. ~~18.~~ THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. ~~19.~~ THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION ~~AND CHARGE~~

21. ~~20.~~ THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings,⁷ except to the extent that, with respect to any

⁶ ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

⁷ ~~The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are~~

officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

~~21. — THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")⁸ on the Property, which charge shall not exceed an aggregate amount of \$●, as security for the indemnity provided in paragraph [20] of this Order. The Directors' Charge shall have the priority set out in paragraphs [38] and [40] herein.~~

~~22. — THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph [20] of this Order.~~

APPOINTMENT OF MONITOR

22. ~~23.~~ THIS COURT ORDERS that ~~[MONITOR'S NAME]~~ [Deloitte Restructuring Inc.](#) is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of

~~granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

~~⁸Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

23. ~~24.~~ THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel on a ~~[TIME INTERVAL]~~ monthly basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the Applicant in ~~its preparation of~~ the Applicant's preparation of its cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than ~~[TIME INTERVAL]~~ monthly basis, or as otherwise agreed to by the DIP Lender;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

24. ~~25.~~ THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. ~~26.~~ THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations

thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

26. ~~27.~~ THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant ~~and~~ including the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. For certainty, the Monitor shall not be required to provide information regarding the SISP to any creditor including the DIP Lender which in its opinion could negatively impact the SISP or the Applicant. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

27. ~~28.~~ THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. ~~29.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, whether incurred prior to, on, or subsequent to, the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a ~~[TIME INTERVAL]~~ weekly basis, and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, reasonable retainers ~~in the amount[s] of \$● [-, respectively,]~~ to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. ~~30.~~ THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. ~~31.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$●, 250,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~{38}~~37 and ~~{40}~~39 hereof.

DIP FINANCING

31. ~~32.~~ THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility (the "DIP Facility") from ~~{DIP LENDER'S~~

~~NAME]~~ Nahid Corporation or an affiliate (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and ~~capital expenditures~~ restructuring professional fees, provided that borrowings under ~~such credit facility~~ the DIP Facility shall not exceed \$● 850,000 unless permitted by further Order of this Court.

32. ~~33.~~ THIS COURT ORDERS THAT ~~such credit facility~~ the DIP Facility shall be on the terms and subject to the conditions set forth in the ~~commitment letter~~ DIP Facility term sheet between the Applicant and the DIP Lender, dated ~~as of [DATE]~~ February 28, 2022 (the ~~"Commitment Letter"~~ "Term Sheet"), filed.

33. ~~34.~~ THIS COURT ORDERS that the Term Sheet is approved and the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the ~~Commitment Letter~~ Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

34. ~~35.~~ THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, ~~which.~~ The DIP Lender's Charge secures, (a) the obligations of the Applicant to the DIP Lender, including the payment of principal, interest fees and other amounts under the Term Sheet, and (b) all costs,

fees and expenses, including legal fees and disbursements, incurred by the DIP Lender in connection with the Term Sheet, the DIP Facility, the within proceedings and the enforcement of the DIP Lender's rights under the Term Sheet, this Order, any other Court order and the DIP Lender's Charge. The DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~38~~37 and ~~40~~39 hereof.

35. ~~36.~~ THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Term Sheet, Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ~~seven~~ seven (7) days' notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the ~~Commitment Letter~~ Term Sheet, the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the ~~Commitment Letter~~ Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

36. ~~37.~~ THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Term Sheet or the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

37. ~~38.~~ THIS COURT ORDERS that the priorities of ~~the Directors' Charge,~~ the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows⁹:

First ~~—~~ DIP Lender's Charge; and

Second – Administration Charge (to the maximum amount of \$~~●~~);

~~Second~~ ~~—~~ DIP Lender's Charge; and

~~Third~~ ~~—~~ Directors' Charge (to the maximum amount of \$~~●~~250,000).

38. ~~39.~~ THIS COURT ORDERS that the filing, registration or perfection of the ~~Directors' Charge,~~ the Administration Charge or the DIP Lender's Charge (collectively, the "Charges")

⁹~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

39. ~~40.~~ THIS COURT ORDERS that ~~each of the Directors' Charge,~~ the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall each constitute a charge on the Property and ~~such~~the Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

40. ~~41.~~ THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property ~~that rank in priority to, or pari passu with, any of the Directors' Charge, the Administration Charge or the DIP Lender's Charge,~~ unless the Applicant ~~also~~ obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of ~~the Directors' Charge~~ ~~and~~ the Administration Charge, or further Order of this Court.

41. ~~42.~~ THIS COURT ORDERS that the ~~Directors' Charge, the~~ Administration Charge, the ~~Commitment Letter~~Term Sheet, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the

filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “Agreement”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the ~~Commitment Letter~~ Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party; and
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the ~~Commitment Letter~~ Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; ~~and~~.

42. ~~(e)~~ THIS COURT ORDERS that the payments made by the Applicant pursuant to this Order, the ~~Commitment Letter~~ Term Sheet or the Definitive Documents, and the granting of the Charges, the execution and delivery of the Term Sheet and the Definitive Documents, and all actions taken to perfect, record, and register the DIP Lender’s Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable, reviewable or voidable transactions under any applicable law.

43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge ~~in~~on the Applicant's interest in such real property leases.

44. THIS COURT ORDERS AND DIRECTS that the Applicant register a copy of this Order on title to the Real Property (as defined in the Affidavit of Jeremy Anderson sworn February 28, 2022).

SERVICE AND NOTICE

45. ~~44.~~ THIS COURT ORDERS that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than ~~\$1000~~1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

46. ~~45.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule

3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL:

~~‘@’~~ www.insolvencies.deloitte.ca/en-ca/trinityravine.

47. ~~46.~~ THIS COURT ORDERS that ~~if the service or distribution of documents in accordance with the Protocol is not practicable,~~ the Applicant and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by ~~prepaid ordinary mail, courier, personal delivery or facsimile transmission~~ electronic message to the Applicant's creditors or other interested parties at and their ~~respective addresses as last shown on the records of the Applicant and that~~ advisors. For greater certainty, any such ~~service or distribution by courier, personal delivery or facsimile transmission~~ or service shall be deemed to be ~~received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing~~ in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2175 (SOR/DORS).

GENERAL

48. ~~47.~~ THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation of this Order hereunder.

49. ~~48.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

50. ~~49.~~ 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 Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

51. ~~50.~~ THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

52. ~~51.~~ THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

53. ~~52.~~ THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

AMENDED & RESTATED INITIAL ORDER

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@millerthomson.com

Stephanie De Caria LSO#: 68055L
Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO #82213R
Tel: 416.597.6087
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

Document comparison by Workshare Compare on Monday, February 28, 2022 1:56:56 PM

Input:	
Document 1 ID	iManage://mtdmswssc.millerthomson.corp/Legal/60376078/1
Description	#60376078v1<Legal> - intitial-order-CCAA-EN (1)
Document 2 ID	iManage://mtdmswssc.millerthomson.corp/Legal/60516023/1
Description	#60516023v1<Legal> - Amended and Restated Initial Order (Final - to be served)(Feb 28 2022)
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	230
Deletions	225
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	457

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.

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

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

Proceeding commenced at TORONTO

MOTION RECORD

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@millerthomson.com

Stephanie De Caria LSO#: 68055L

Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Monica Faheim LSO #82213R

Tel: 416.597.6087
Email: mfaheim@millerthomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.