

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

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

**MOTION RECORD
For an amended approval and vesting order
(returnable August 30, 2018)**

August 27, 2018

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TO: THE SERVICE LIST

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Tab 1

Court File No.: CV-18-598657-00CL

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

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

**NOTICE OF MOTION
For an amended approval and vesting order
(returnable August 30, 2018)**

Crowe Soberman Inc. in its capacity as receiver (the “**Receiver**”) of the property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the “**Real Property**”), the assets and undertakings of Deem Management Services Limited (“**Deem Management**”) related to the Real Property (the “**Related Deem Assets**”), and the property, assets and undertakings (the “**Uptown Assets**”) of The Uptown Inc. (the “**Uptown**”, together with Deem Management the “**Debtors**”), will make a motion to a Judge presiding over the Commercial List at 330 University Ave., Toronto, Ontario, on **Thursday, August 30, 2018 at 9:30 a.m.** or as soon as after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING: The motion is to be heard:

___ in writing under subrule 37.12.1(1) because it is made without notice;

___ in writing as an opposed motion under subrule 37.12.1(4); or

X orally.

THE MOTION IS FOR AN ORDER:

- (a) abridging the time for service of the Notice of Motion and Motion Record in respect of this motion and dispensing with further service thereof;
- (b) an Order substantially in the form attached at Tab 3 in the Motion Record:
 - (i) amending the approving approving and vesting order in respect of the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Far East Aluminium Works Canada Corp. (the "**Purchaser**") dated July 4, 2018 and appended to the Second Report of the Receiver dated July 9, 2018 (the "**Second Report**") as amended as described in the Second Supplementary Report to the Second Report of the Receiver dated August 27, 2018 (the "**Second Supplementary Report**"), and
 - (ii) sealing Confidential Appendices 1-4 to the Second Supplementary Report pending closing of the Transaction as evidenced by the filing of a Receiver's Certificate; and
- (c) such further and other relief as counsel may request and this Honourable Court deem just;

THE GROUNDS FOR THE MOTION ARE:**Background**

- (a) on May 31, 2018 the Receiver was appointed over the Real Property, the Related Deem Property and over the Uptown pursuant to an order of the Honourable Mr. Justice Wilton-Siegel (the "**Receivership Order**");
- (b) Deem Management is a property holding and real estate development company and is the registered owner of the Real Property;
- (c) a portion of the Real Property is vacant land and the remaining land contains an operating nursing home known as Pinehaven Nursing Home ("**Pinehaven**");

- (d) Deem Management's business involves the collection of rent from Pinehaven;
- (e) The Uptown operates a presentation centre located on the Real Property and is engaged in planning related to the redevelopment of the Real Property as a seniors retirement residence project called the Uptown Residences (the "**Project**");
- (f) there is currently no active construction or development work on the Project as the general contractor on the Project, Maxion Management Services Inc. ("**Maxion**") was advised to cease construction by Rob Dal Bianco, owner of both Deem Management and Uptown;
- (g) shortly after construction ceased, various service providers registered construction liens against title to the Real Property and in addition to the amounts claimed by the construction lien claimants, there are various mortgages and loans registered against title to the Real Property;

Amended Approval and Vesting Order

- (h) by Order dated June 11, 2018 this Court approved the sales process recommended by the Receiver in its first report;
- (i) the Receiver recommended this transaction in its Second Report, which was subject to due diligence and contemplated a price adjustment thereafter, and which was approved in an Approval and Vesting Order dated July 17, 2018 at the unadjusted price;
- (j) the purchaser under that transaction (by assignment as permitted in the agreement) has completed its due diligence, following which it and the Receiver have agreed upon a price adjustment, subject to approval by this Court;
- (k) as amended, the proposed transaction represents in the opinion of the Receiver the best result in the circumstances for the creditors and stakeholders of the Debtors;
- (l) the Receiver's detailed analysis in that regard is set out in more detail in the Second Supplementary Report;

Sealing

- (m) given the commercial sensitivity and, if the proposed transaction does not close, possible prejudice to the remarketing of the Property if the details of Confidential Appendices 1-4 to the Second Supplementary Report were made public, the Receiver asks that such Appendices be sealed pending the closing of the recommended transaction to sell the Property as evidenced by a Receiver's Certificate;

General

- (n) Rules 3 and 37 of the *Rules of Civil Procedure*; and
- (o) such further and other grounds as counsel may advise and this Honourable Court permit.

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

- (a) the Second Report and the Second Supplementary Report of the Receiver; and
- (b) such further and other evidence as counsel may advise and this Honourable Court may permit.

August 27, 2018

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Lawyers for the Receiver, Crowe Soberman Inc.

TO: THE SERVICE LIST

Court File No. CV-18-598657-00CL

DONALD DAL BIANCO

and

**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO**

**NOTICE OF MOTION
For an amended approval and vesting order
(returnable August 30, 2018)**

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Lawyers for the Receiver, Crowe Soberman Inc.

Tab 2

File No. CV-18-598657-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondent

**SECOND SUPPLEMENTARY REPORT TO THE SECOND REPORT OF
CROWE SOBERMAN INC. in its capacity as Court-appointed Receiver of
DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.**

DATED AUGUST 27, 2018

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APPENDICES

Appendix A – Second Report (without appendices)

Appendix B - Approval and Vesting Order dated July 17, 2018

Appendix C -Endorsement dated July 17, 2018

Appendix D - Interim Distribution Order dated August 14, 2018

Appendix E - Endorsement dated August 14, 2018

Appendix F - Assignment Agreement

Confidential Appendix 1 – Purchaser’s Diligence Costs notice

Confidential Appendix 2 – Receiver’s Objection to the Diligence Costs notice

Confidential Appendix 3 – Amending Agreement regarding purchase price

Confidential Appendix 4 – Receiver’s detailed commentary on purchase price adjustment

File No. CV-18-598657-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondent

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY*
ACT AND SECTION 101 OF THE COURTS OF JUSTICE ACT**

**SECOND SUPPLEMENTARY REPORT TO THE
SECOND REPORT OF THE RECEIVER**

AUGUST 27, 2018

INTRODUCTION

1. On May 31, 2018, pursuant to an order of the Honourable Mr. Justice Wilton-Siegel, made on an application by Donald Dal Bianco (“**Dal Bianco**”), Crowe Soberman Inc. was appointed as Receiver (the “**Receiver**”) of (collectively the “**Property**”):
 - (i) the property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the “**Real Property**”),
 - (ii) the assets and undertakings of Deem Management Services Limited (“**Deem Management**”) related to the Real Property, and
 - (iii) the property, assets and undertakings of the Uptown Inc. (the “**Uptown**”, together with Deem Management the “**Companies**”).

2. The orders and reports referred to in this report, together with related Court documents, are posted on the Receiver's website, which can be found at <https://crowesoberman.com/insolvency/engagements/deem-management-services-limited/>

PURPOSE

3. The purpose of this report (the "**Second Supplementary Report**") is to provide further information and recommendations in connection with amendments to the transaction previously approved by this Court on July 17, 2018 and to seek an Amended Approval and Vesting Order in that regard.
4. The Receiver has previously served its Second Report dated July 9, 2018 (the "**Second Report**", copy attached without appendices as **Appendix "A"**) in support of a motion to:
 - a) approve an agreement of purchase and sale between the Receiver and 10402672 Canada Inc. (the "**Original Purchaser**") dated July 4, 2018 (the "**APS**") in connection with the sale of the Property; and
 - b) authorize the Receiver to distribute part of net proceeds from the transaction with the Purchaser to pay the amounts owing to the first and second mortgagees of the Real Property, being Institutional Mortgage Capital Canada Inc. ("**IMC**") and Dal Bianco, subject to a \$1,000,000.00 reserve for potential construction lien holdback obligations of the Companies.
5. There was no objection to the approval of the APS with the Original Purchaser, and Mr. Justice McEwen accordingly issued an approval and vesting order dated July 17, 2018, a copy of which is attached as **Appendix "B"**, and the associated endorsement is attached as **Appendix "C"** along with a typewritten transcription.
6. Some of the construction lien claimants raised concerns on that motion about the proposed distributions, including whether the holdback obligations of the Companies might be more

than \$1,000,000.00 and whether the repayment of the first and second mortgages might be limited by the *Construction Act*.

7. The Receiver accordingly requested that the distribution part of its motion to August 14, 2018 be adjourned in order to gather more information and to consult with stakeholders. That motion was resolved by the Order of Regional Senior Justice Morawetz that date, a copy of which is appended at **Appendix “D”**, and the endorsement for which is attached at **Appendix “E”**.
8. Subsequent to the Approval and Vesting Order dated July 17, 2018, there have been adjustments to the purchase price in the proposed transaction, and an assignment of the benefit of the transaction to an assignee as permitted by that agreement. The Receiver accordingly seeks an amended approval and vesting order to approve the revised purchase price, and to vest title in the assignee.

TERMS OF REFERENCE

9. In developing this Second Supplementary Report, the Receiver has relied upon certain unaudited financial information prepared by the Companies’ management and staff, the Companies’ books and records and discussions with their management, staff, agents and consultants. The Receiver has not performed an audit or other verification of such information. The Receiver expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by the Receiver in preparing this Second Supplementary Report.

BACKGROUND

10. The background to the Property is more fully set out in the First Report dated June 8, 2018, which was attached without appendices as Appendix “B” to the Second Report. A summary of the salient portions of the background that relate to this motion for approval of the adjustment to the purchase price in the proposed transaction is as follows:

- a) Deem Management is a company that has been working for many decades in the Ontario nursing home and retirement home sector. It is the registered owner of the Real Property.
- b) A portion of the Real Property is vacant land where the Project has started. The remaining land contains an operating nursing home known as the Pinehaven Nursing Home (“**Pinehaven**”), which is an unrelated third party nursing business. Part of Deem Management’s business involves the collection of rent from Pinehaven.
- c) The Uptown operates a presentation centre located on the Real Property and is engaged in planning related to the redevelopment of the Real Property as a seniors retirement residence project called the Uptown Residences (the “**Project**”). There is currently no active construction or development work on the Project. The work done to date has primarily been in the nature of obtaining approvals relative to Phase 1 of the project, and the excavation and installation of caissons necessary for that part of the development. There is consequently a large hole next door to the Pinehaven home at present.

ACTIVITIES SINCE THE JULY 17, 2018 MOTION REGARDING THE APS

11. In the interests of brevity, the Receiver will only report briefly regarding its activities in connection with the APS since July 17, 2018. The Receiver will report more fully on its activities in a further motion to the Court.

Assignment of the APS

12. The APS provided that, under certain conditions, the Original Purchaser was permitted to assign the benefit of the APS to an affiliate. The Original Purchaser requested an assignment to Far East Aluminium Works Canada Corp. (the “**Purchaser**”) under terms that met those conditions. The Receiver, the Original Purchaser and the Purchaser have accordingly executed an assignment agreement in that regard, a copy of which is attached as **Appendix “F”**.

The due diligence condition

13. The APS with the Original Purchaser was subject to a due diligence condition.
14. Following July 17, 2018, the Receiver has responded to due diligence requests from the Original Purchaser and has reviewed issues and information as necessary for those requests.
15. The culmination of the due diligence process resulted in a notice by the Original Purchaser to the Receiver of claimed costs that would reduce the purchase price, as contemplated in the APS and noted in the Second Report. A copy of that notice is attached as **Confidential Appendix “1”**.
16. The Receiver reviewed the costs claimed by the purchaser in its notice, and delivered an objection to those claims. A copy of the Receiver’s objection is attached as **Confidential Appendix “2”**.
17. The Receiver then entered into discussions with the Purchaser regarding the validity of the claimed reductions and whether a reduction in the purchase price could be agreed upon by the parties. In reviewing the claimed costs and engaging in those discussions, the Receiver discussed the matters raised with representatives of Dal Bianco as a mortgagee of the Real Property, and has also been in communication with the Receiver’s real estate agent and a planner engaged by counsel for Dal Bianco.
18. The time period in the APS for negotiation of a mutually agreeable adjustment to the purchase price was amended by a series of short extension agreements dated August 13, 15, 17 and 20, 2018, which extended the time period from August 13 at 5:00 pm ultimately to 9:00 am on August 21, 2018. The closing date under the APS was also amended to August 30, 2018.
19. After extensive negotiations the Original Purchaser and the Receiver have agreed on a mutually acceptable adjustment to the purchase price under the agreement, subject to approval by this Court. A copy of the amending agreement with the Purchaser (since the assignment was effective by that time) dated August 22, 2018 in that regard is attached as

Confidential Appendix “3”. This amending agreement solely reduced the purchase price under the APS in exchange for a waiver of the due diligence condition and the title requisition clause.

20. As required under the APS, the Purchaser has paid a further \$3 million deposit to coincide with the waiver of the due diligence conditions in consideration of the purchase price adjustment. Counsel for the Receiver now holds that \$3 million deposit in addition to the \$1 million deposit previously paid.
21. The first and second mortgagees have approved the adjustment to the purchase price contemplated in that amending agreement.

RECEIVER’S REVIEW AND RECOMMENDATION OF THE ADJUSTMENT TO THE PURCHASE PRICE

22. The Receiver recommends approval of the amended price under the APS to the Court.
23. In doing so, the Receiver has considered:
 - a) possible alternatives, if the Property were remarketed and attendant delay, risks and costs, including increased professional and interest costs that would affect the net recovery in any further sale transaction, as well as the uncertainty of results among several possible outcomes;
 - b) the fact that the Purchaser had the right to litigate the entitlement to purchase price adjustments under the APS and quantum of those adjustments, which could result in delayed disposition of the Property and increased professional costs, as well as the possibility of an adjudicated result that could be different than the negotiated reduction;
 - c) the interests of the stakeholders, including IMC as first mortgagee, Dal Bianco as second mortgagee and possible third mortgagee (the effectiveness of the third mortgage may be subject to challenge by other creditors), lien claimants, and unsecured creditors; and

- d) the view of the real estate broker for the Receiver as to the value of the APS as amended.
24. The Receiver's detailed commentary on those issues is attached at **Confidential Appendix "4"**.

SEALING

25. The documents and information in Confidential Appendices 1 to 4 are likely to prejudice any further marketing and sales transaction of the Property if the transaction with the Purchaser does not close.
26. The Receiver accordingly asks that Confidential Appendices 1 to 4 be sealed pending the closing of the transaction with the Purchaser, as evidenced by the filing of a Receiver's Certificate, or until further court order.

RELIEF SOUGHT

27. The Receiver accordingly requests an Amended Approval and Vesting Order to:
- a) authorize the Receiver to agree to amend the price under the APS and conclude a transaction with the Purchaser on that basis;
 - b) Vest title to the Property in the Purchaser rather than the Original Purchaser in light of the assignment; and
 - c) seal the Confidential Appendices.

All of which is respectfully submitted this 27th day of August, 2018

Crowe Soberman Inc.
in its capacity as Court-appointed
Receiver of Deem Management Services Limited
and The Uptown Inc., and not in its personal capacity

A handwritten signature in cursive script, appearing to read "H. B. Rizarri", written in dark ink.

for

Per: Hans Rizarri CPA, CA, CIRP

Tab A

File No. CV-18-598657-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondent

**SECOND REPORT OF CROWE SOBERMAN INC. in its capacity as Court-
appointed Receiver of DEEM MANAGEMENT SERVICES LIMITED
and THE UPTOWN INC.**

DATED JULY 9, 2018

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APPENDICES

Appendix A- Receivership Order of Justice Wilton- Siegel– May, 31, 2018

Appendix B- First Report of the Receiver- June 8, 2018 (without appendices)

Appendix C- Court Order- June 11, 2018 and endorsement

Appendix D- Receiver Certificates 1 & 2

Appendix E- MLS listing and newspaper advertisements

Confidential Appendix 1 – C&W listing of parties contacted

Confidential Appendix 2- First Offer Summary

Confidential Appendix 3- Late submitted LOI

Confidential Appendix 4- Second Offer Summary

Appendix F- June 22nd Correspondence

Confidential Appendix 5 – Receiver’s analysis of the two forms of agreement

Appendix G- Redacted APS

Confidential Appendix 6- Unredacted APS

Confidential Appendix 7- Phase I Appraisal

Confidential Appendix 8- Land Appraisal

Appendix H- Parcel Register- July 9, 2018

Appendix I- PPSA- Deem Management- July 9, 2018

Appendix J- PPSA- The Uptown- July 9, 2018

File No. CV-18-598657-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

DONALD DAL BIANCO

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Respondent

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY*
ACT AND SECTION 101 OF THE COURTS OF JUSTICE ACT**

SECOND REPORT OF THE RECEIVER

JULY 9, 2018

INTRODUCTION

1. On May 31, 2018, pursuant to an order of the Honourable Mr. Justice Wilton-Siegel, made on an application by Donald Dal Bianco (“**Donald**”), Crowe Soberman Inc. was appointed as Receiver (the “**Receiver**”) of (collectively the “**Property**”):
 - (i) the property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the “**Real Property**”),
 - (ii) the assets and undertakings of Deem Management Services Limited (“**Deem Management**”) related to the Real Property, and
 - (iii) the property, assets and undertakings of the Uptown Inc. (the “**Uptown**”, together with Deem Management the “**Companies**”).
2. A copy of Justice Wilton-Siegel’s Order dated May 31, 2018 (the “**Receivership Order**”) is attached hereto as **Appendix “A”**.

3. The orders and reports referred to in this Second Report, together with related Court documents, are posted on the Receiver's website, which can be found at <https://crowesoberman.com/insolvency/engagements/deem-management-services-limited/>

PURPOSE

4. The Purpose of this report (the "**Second Report**") is to:
 - a. Report to the Court on the results of the Sales Process (defined below) and activities leading to the receipt of an offer to purchase the Property;
 - b. Report to the Court on the activities of the Receiver since the date of the First Report;
 - c. Seek an order:
 - i. Approving the agreement of purchase and sale entered into between the Receiver and 10402672 Canada Inc. (the "**Purchaser**") dated July 4, 2018, as amended (the "**APS**"), in connection with the sale of the Property, together with any further minor amendments thereto deemed necessary, if any;
 - ii. Authorizing the Receiver to complete the transaction contemplated by the APS (the "**Transaction**");
 - iii. Vesting title to the Property in the Purchaser, or as it may further direct in writing, upon closing of the Transaction;
 - iv. Authorize the Receiver upon the closing of the Transaction to distribute net proceeds as follows:
 - A) set a reserve in connection with the potential construction lien holdback obligations of the Companies in the amount of \$1,000,000.00,
 - B) pay the amounts owing to Institutional Mortgage Capital Canada Inc. ("**IMC**") in respect of a mortgage registered on title to the Real Property,
 - C) upon receipt of an opinion from counsel for the Receiver confirming the validity and enforceability of the second ranking mortgage, pay the amounts

owing to Donald in respect of that mortgage registered on title to the Real Property; and

- D) retain all further proceeds pending further Order of the Court;
- v. Sealing the Confidential Appendices to the Second Report; and
- vi. Approving the Second Report and the Receiver's conduct and activities described therein.

TERMS OF REFERENCE

5. In developing this Report, the Receiver has relied upon certain unaudited financial information prepared by the Companies' management and staff, the Companies' books and records and discussions with their management, staff, agents and consultants, including C&W. The Receiver has not performed an audit or other verification of such information. The Receiver expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by the Receiver in preparing this Second Report.

BACKGROUND

6. The background to the Property is more fully set out in the First Report dated June 8, 2018 (the "**First Report**"), attached hereto without appendices as **Appendix "B"**. By way of overview:
 - a) Deem Management is a company that has been working for many decades in the Ontario nursing home and retirement home sector. It is the registered owner of the Real Property.
 - b) A portion of the Real Property is vacant land, the remaining land contains an operating nursing home known as the Pinehaven Nursing Home ("**Pinehaven**"). Deem Management's business involves the collection of rent from Pinehaven. Pinehaven is operated by an unrelated third party nursing home business.
 - c) The Uptown operates a presentation centre located on the Real Property and is engaged in planning related to the redevelopment of the Real Property as a seniors retirement residence project called the Uptown Residences (the "**Project**"). There is currently no active construction or development work on the Project. The work done to date has

- primarily been in the nature of obtaining approvals relative to Phase 1 of the project, and the excavation and installation of caissons necessary for that part of the development. There is consequently a large hole next door to the Pinehaven home at present.
- d) Both Deem Management and the Uptown are owned by Rob Dal Bianco (“**Rob**”), who is the sole director of the Companies, and the son of Donald.
 - e) Maxion Management Services Inc. (“**Maxion**”) is the general contractor on the Project. The Receiver understands that Maxion is owned by Paul Michelin (“**Michelin**”). The Receiver was also advised by counsel for Michelin and Maxion that its clients assert a joint venture ownership claim, is a shareholder in Uptown, and therefore have a beneficial interest in the Project.
 - f) The Receiver understands that Maxion was advised to cease construction by Rob in the early winter of 2018. Shortly after construction ceased, various service providers registered construction liens against title to the Property commencing on March 7, 2018 totalling \$7,673,672.48.
 - g) In addition to the amounts claimed by the construction lien claimants, the Application Record dated May 28, 2018, outlined various mortgages and loans registered against title to the Property which exceed \$20 million.
7. On June 8, 2018 the Receiver prepared and filed its First Report with the Court. The purpose of the First Report was to:
- a) provide the Court with an update of the actions and activities of the Receiver since its appointment, primarily as it related to the Receiver’s review and recommendations of the marketing and the sales process carried out to date; including the marketing efforts that had been carried out to that date by Cushman & Wakefield ULC (“**C&W**”) on behalf of Deem Management; and
 - b) support the Receiver’s motion for an order:
 - a. approving the Receiver’s proposed sale process (the “**Sales Process**”) of the Property as described in the First Report;
 - b. authorizing the Receiver to carry out the Sales Process and to take such steps and execute such documentation as may be necessary or incidental to the Sale Process;
 - c. approving the First Report and the activities of the Receiver described therein; and
 - d. sealing the Confidential Appendices 1, 2, and 3 to the First Report.

8. By Order of the Honourable Justice McEwen dated June 11, 2018 (the “**June 11th Order**”), the Sales Process, the First Report, activities of the Receiver, and request for sealing Confidential Appendices to the First Report, were all approved. A copy of the June 11th Order along with the relevant endorsement is attached hereto as **Appendix “C”**.

ACTIVITIES SINCE THE FIRST REPORT

9. Since the date of the First Report the Receiver has continued to consult with the materially affected stakeholders as it carried out the Sales Process. The following is a summary of the Receiver’s additional activities from the date of the First Report:
 - a) Received the monthly rental payments from Pinehaven, which were used to pay the mortgage held by Donald;
 - b) Issued two Receiver’s Certificates of \$96,006.05 dated June 1, 2018 and \$93,394.75 dated July 3, 2018, collectively attached as **Appendix “D”**, for amounts received from Donald, which amounts were used to pay the monthly amounts due under the mortgage held by IMC;
 - c) Obtained certain books and records which relate to the Project from Maxion to assist in the due diligence requests of potential purchasers;
 - d) Held a series of discussions with the various insurance companies on the policies that are in place;
 - e) Conducted the Sales Process (as more particularly described below);
 - f) Instructed its counsel to prepare an opinion regarding the possible priority of lien claimants and regarding the validity of IMC’s mortgage security; and
 - g) Drafted the Second Report to Court.

SALES PROCESS

10. Pursuant to the June 11th Order, the Sales Process continued to be carried out by the Receiver with the involvement of, and alongside its listing agent, C&W. As outlined in the First Report, a substantial amount of marketing efforts had been carried out by C&W, both

before and after entering into the original Listing with Deem Management on April 24, 2018. The First Report detailed the marketing efforts of C&W in promoting the sale opportunity of the Project. A summary of the Sale Process undertaken since the date of the First Report is set out below:

- i. C&W advertised the Property for sale via MLS;
- ii. C&W continued to market the opportunity on its own website and internal marketing blasts;
- iii. C&W had advertised the Property and assets of the Companies for sale via the national edition of the Globe and Mail. The advertisements ran on June 5th and 7th, 2018;
- iv. Following the further marketing efforts carried out by C&W from the date of the First Report, both the Receiver and C&W were contacted by additional parties that were advised on how to participate in the Sale Process and were provided access to the C&W data room upon receipt of an executed non-disclosure agreement.

Copies of the MLS listing and the Newspaper Advertisements are collectively attached hereto as **Appendix “E”**.

11. C&W has maintained an internal list of the potential purchasers that it has contacted throughout its engagements (both on behalf of Deem Management and subsequently on behalf of the Receiver) along with notations about the level of interest and feedback received, a copy of which is attached hereto as **Confidential Appendix “1”**.
12. As a result, throughout the time that C&W has been marketing the Property on behalf of Deem Management and subsequently on behalf of the Receiver there have been 26 interested parties who have executed non-disclosure agreements and have accessed the data room operated by C&W.

Offers Received on the Due Date

13. C&W had previously advertised that the due date for offers was June 12, 2018. As part of the Sales Process, the Receiver instructed that offers were requested on that date in the form of a non-binding letter of intent (“**LOI**”).
14. The Receiver received three offers via non-binding LOI’s on June 12, 2018. These offers are summarized in an Offer Summary which was prepared by C&W (the “**First Offer Summary**”), and is attached hereto as **Confidential Appendix “2”**.
15. As directed in the Receivership Order and in the Sales Process, the First Offer Summary was reviewed with counsel for IMC and Donald for their comments and to discuss the Receiver’s proposed next steps.
16. On June 13, 2018, subsequent to the preparation of the First Offer Summary, and after the due date for LOI’s, a further non-binding LOI was submitted which was also presented and discussed with the same parties. The Receiver decided to accept this LOI and to include that bidder in the further development of the Sales Process. A copy of this further LOI is attached hereto as **Confidential Appendix “3”**, because it is not discussed in the First Offer Summary.

Second Round of Bidding

17. In view of the strong expressions of interest received, and following discussions with C&W, and counsel for IMC and Donald, the Receiver concluded that it was appropriate to attempt to solicit a binding agreement to purchase from the existing interested parties.
18. The Receiver accordingly proposed a second round of bidding where all four parties that submitted non-binding LOI’s would be asked to resubmit their offers in the form of a binding LOI on or before June 19, 2018 (the “**Second Round Deadline**”). Instructions and guidance were communicated by C&W to all parties that their offer should:
 - Submit the highest and best price;
 - Reduce due diligence conditions and timing to a minimum;

- Provide a considerable deposit that is reflective of the price; and
 - Provide evidence of ability to close.
19. Only one party did not continue with the process outlined for the Second Round Deadline. The three offers submitted for the Second Round Deadline are summarized in a further Offer Summary which was prepared by C&W (the “**Second Offer Summary**”), and is attached hereto as **Confidential Appendix “4”**.
20. The Second Offer Summary from the Second Round Deadline was reviewed with counsel for IMC and Donald, for their comments and to discuss the Receiver’s proposed next steps.

Submission of Form of Offer

21. Following further discussions with C&W, and counsel for IMC and Donald, the Receiver was of the view that two of the potential transactions represented by the second round of LOI’s could be recommended to the stakeholders and the Court.
22. Given the two possible transactions, counsel for the Receiver wrote to those parties on June 22, 2018 (the “**June 22nd Correspondence**”), where it advised that the Receiver wanted to ascertain with each potential purchaser what were the full terms of a proposed agreement of purchase and sale, in order to determine the preferred transaction. The bidders were advised that the Receiver’s form of offer would be circulated on or before June 25th, and requested it be returned by June 27th with their comments, in order to have the form of offers completed on June 29th to review and compare. A copy of the June 22nd Correspondence sent to each of the selected bidders with redaction for identifying information is attached hereto as **Appendix “F”**.
23. The two bidders that were sent the form of offer and the June 22nd correspondence submitted their terms of a proposed agreement of purchase and sale to the Receiver. Each of the two proposed agreements of purchase and sale contained due diligence conditions in favour of the proposed purchaser. The Receiver understands that this was the result of the marketing of the Property based on value behind the proposed Project and development in process, which led bidders to wish to satisfy themselves as to the ability to continue with the Project (or parts of it), and that bidders were not prepared to devote the time and

expense (including for external consultants and experts) required for such review without an agreement in hand. The Receiver believes that the marketing of the Property solely based on land value alone would have yielded a lower amount for stakeholders, and therefore that the drawback of a conditional period in each potential transaction was offset by the benefit of the higher potential purchase prices.

24. The Receiver reviewed the terms of each offer with its counsel, and on July 2, 2018 identified the Purchaser as the party that had submitted the superior proposed transaction having regard to the combination of purchase price and limitation of due diligence terms and timeframe.
25. A synopsis of the Receiver's analysis and conclusions regarding the two forms of agreement received is attached hereto as **Confidential Appendix "5"**.
26. The Receiver and its counsel worked with the Purchaser and its counsel between July 2 and 4, 2018 to attempt to narrow and define the due diligence conditions in favour of the Purchaser in the APS.
27. On July 4, 2018, following agreement on the due diligence conditions, the Receiver entered into the APS with the Purchaser. A copy of the executed APS with redaction for the purchase price is attached hereto as **Appendix "G"**, and is attached hereto in full form as **Confidential Appendix "6"**.

THE RECOMMENDED TRANSACTION

28. The Receiver has entered into the APS with the Purchaser, subject to the approval of the Court, for the purchase and sale of the Property. Certain key elements of the APS are summarized below:

Purchase Price:

- The entire portion of the purchase price is on a cash basis (including a \$1,000,000.00 deposit, which has already been paid to counsel for the Receiver) and is payable on closing.
- Upon waiver of due diligence conditions in favour of the Purchaser, a further deposit of \$3,000,000.00 is due.

Conditions:

- The APS is also conditional in favour of the Purchaser for a 30 day due diligence period following July 4, 2018 for the matters referred in section 6.5 of the APS, being (i) a survey review, (ii) construction site inspection, (iii) environmental review, (iv) design review and review of the ownership and use of existing drawings and specification, (v) review of permit matters, (vi) review of title matters, (vii) review of matters requiring third party consents such as required to continue with construction of the Project, and (viii) review of the leasing arrangements with Pinehaven.
- The Purchaser is obliged to complete the Transaction if the results of its due diligence do not result in further projected costs of more than \$500,000 (called the Materiality Threshold), which cannot include the first \$200,000 of any environmental remediation costs. If the Purchaser claims projected costs of more than the Materiality Threshold, the Receiver may (a) request further documentation, (b) object to such claims, or (c) attempt to negotiate a proposed price adjustment in (called the Diligence Price Adjustment) order to complete the Transaction.
- Disputes regarding whether the Materiality Threshold has been met or the amount of the projected costs shall be submitted to the Court.
- The Receiver may seek Court approval for any Diligence Price Adjustment, and if such approval is not given then the Purchaser shall either terminate the Transaction or complete it without abatement.

Purchased Assets:

- All the Property is being acquired, being the Real Property, all the assets of Uptown, and all of the assets of Deem Management related to the Real Property.
29. In compliance with the Sale Process, following the completion of a due diligence period and the waiving of conditions, the only material condition of the APS is that the Receiver obtain Court approval of the Transaction, and an Approval and Vesting Order (as defined in the APS).
30. Pursuant to the APS, the closing of the Transaction is to occur on a date to be agreed to in writing that is no later than ten days after the Approval and Vesting Order. Given that approval for the Transaction is being sought while the 30 day due diligence period is running, closing will take place as soon as possible after waiver of conditions, unless a Diligence Price Adjustment is sought in which case further approval from the Court will be sought by the Receiver and closing would then be 10 days after such further approval.

APPROVAL OF SALE

31. The Receiver believes that the Sales Process undertaken by the Receiver was appropriate for the type of property in question, used the market momentum generated by C&W in their marketing efforts prior to the granting of the Receivership Order, provided sufficient market exposure to the Property and the Project, and resulted in the Receiver obtaining a commercially reasonable offer for the Project and the assets of the Companies for the following reasons:
- i. The Project was listed for sale via MLS;
 - ii. The Project was advertised for sale in the Globe and Mail;
 - iii. The Project was listed for sale on C&W's website;
 - iv. The Project was marketed by C&W to the C&W Database, investor data base, and commercial brokers list of over 900 brokers;

- v. The Data Room was accessed by 45 people on behalf of 26 interested parties;
 - vi. The Project was exposed to the market by C&W for a period of ten weeks prior to the acceptance of the APS by the Receiver;
 - vii. The Sales Process was carried out as described in the First Report and in accordance with the June 11th Order;
 - viii. the Receiver's use of second round bidding and competing forms of agreements of purchase and sale resulted in a competitive bid process with four initial bidders and three second round bidders, leading to two proposed transactions;
 - ix. Out of the LOI's and offers received, the Transaction provides for the highest overall realization to the creditors of the Companies at the close of the Transaction;
 - x. The Transaction provides for a closing which is anticipated to take place before September 1, 2018, which will in turn reduce the Receiver's requirement for funding from Donald to service the mortgage of IMC. The Receiver does not have sufficient funds to fund this obligation, and has no commitment for such funding from any party.
32. The Receiver principally relies upon the market exposure in the Sales Process to conclude that the sale price in the Transaction is reasonable.
33. While the Receiver is aware of two appraisals obtained prior to its appointment, the Receiver believes that the utility of such appraisals is limited, because they are either on the basis of vacant land or on the basis that Phase I of the Project was fully completed. In case they are of assistance to the Court, the as fully completed appraisal was commissioned by the Uptown from CBRE and was dated May 1, 2017 (the "**Phase I Appraisal**") and is attached hereto as **Confidential Appendix "7"**, and the vacant land appraisal was commissioned by The Maxion Group from Colliers and was dated February 27, 2017 and is attached hereto as **Confidential Appendix "8"**.
34. For the reasons noted above, the Receiver recommends the approval by this Honourable Court of the APS. In reaching its recommendation in this regard, the Receiver believes that further marketing of the Project will not result in a better offer.

35. The Receiver has consulted with IMC, the applicant Donald Dal Bianco and his counsel in carrying out its duties in relation to the Sales Process, as contemplated in paragraph 3(j) of the Receivership Order. The Receiver has been advised that those parties support the Transaction.
36. An updated parcel register for the Real Property that is subject to the Transaction is attached hereto as **Appendix “H”**.
37. Updated PPSA searches for Deem Management and Uptown are attached hereto as **Appendices “I” and “J”**.
38. The Receiver has been advised by management of Deem Management that most of the PPSA registrations against that company relate to assets and properties that do not relate to the Real Property and are instead at other locations. All but one (by National Leasing Group Inc.) of the PPSA registrations other than by IMC and Dal Bianco reflect this in their terms. Out of an abundance of caution the Receiver is serving National Leasing Group Inc. with this motion.

DISTRIBUTION OF NET PROCEEDS

39. In anticipation of the closing of the Transaction, the Receiver has reviewed the possible distribution issues.
40. The Receiver has sought and obtained opinions from its counsel regarding (i) the validity of the IMC mortgage and (ii) the possible priority of the lien claims to the registrations on title to the Real Property.
41. Subject to the normal assumptions and qualifications, the Receiver’s counsel has concluded that the mortgage in favour of IMC on the Real Property is valid and enforceable against the estate of Deem Management. The face value of that mortgage is \$8,255,000.00, to which some costs are expected.

42. Insofar as lien priority is concerned, counsel for the Receiver has provided an opinion that any holdback obligations in favour of lien claimants are likely to rank in priority to the mortgage granted to IMC (and therefore in priority to the 2015 and 2017 mortgages in favour of Donald, which are later in terms of registration than that of IMC for the 2017 mortgage or are expressly subordinate to that of IMC for the 2015 mortgage).
43. Given that holdback obligations of Deem Management as owner of the Real Property to the lien claimants have not yet been quantified, the Receiver has approached the possible liability in that regard conservatively. The Receiver has considered that there are lien claims totalling \$7,673,672.48, and that therefore the maximum holdback obligations pursuant to section 22 of the *Construction Act* are 10% of that amount. The Receiver believes that the lien claim of Maxion as general contractor may include one or more of the amounts claimed by the other lien claimants as its subcontractors, but at present no reduction in the possible holdback is being considered on that basis. As a result the possible maximum holdback obligation would be approximately \$767,367.25.
44. The Receiver accordingly proposes to set a reserve of \$1,000,000 against the net proceeds of sale for possible holdback obligations of Deem Management to the lien claimants, pending further review of those claims and further Court order.
45. After the establishment of that holdback reserve, the Receiver proposes to repay the indebtedness owing to IMC, subject to the Receiver's review and approval of IMC's payout statement and costs claimed.
46. The Receiver also understands from discussion with stakeholders that there is no challenge to the validity of the second ranking mortgage (the "**Dal Bianco Second Mortgage**") in the amount of \$4,517,511.41 granted by Deem Management to Donald on June 26, 2015 and registered as instrument no. WR888817 (as amended by instrument no. WR1030186 on May 8, 2017 to extend the term to March 1, 2019).
47. The Receiver has not yet obtained an opinion from its counsel as to the validity and enforceability of the Dal Bianco Second Mortgage, but upon getting one the Receiver also proposes to pay the amount secured by that mortgage, subject to the Receiver's review and approval of the payout statement and costs claimed.

48. The Receiver believes that distributing the net proceeds that are anticipated from the Transaction as soon as possible is worthwhile to ensure that the interests of stakeholders subordinate to the IMC mortgage and the Dal Bianco Second Mortgage are not eroded through the accumulation of interest.

SEALING ORDER

49. The Receiver believes that the Confidential Appendices to this Second Report, including the offers for the Project, the appraisals, and the unredacted APS, should be kept confidential until the closing of the Transaction. The Receiver is of the view that public disclosure of the offers received for the Project, the purchase price set out in the APS, and the information obtained in respect of the Project, would have a negative impact on the future marketing of the Project should the Transaction not be approved or completed. The Receiver respectfully requests that the Confidential Appendices be sealed until after the Transaction closes as indicated by the filing of a Receiver's Certificate, or as may be further ordered by the Court.

RECEIVER'S REQUEST FOR APPROVAL

50. The Receiver respectfully requests that this Honourable Court grant the relief requested in paragraph 4 above

All of which is respectfully submitted this 9th day of July, 2018

Crowe Soberman Inc.
in its capacity as Court-appointed
Receiver of Deem Management Services Limited
and The Uptown Inc., and not in its personal capacity



for

Per: Hans Rizarri CPA, CA, CIRP

Tab B

Court File No.: CV-18-598657-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

)

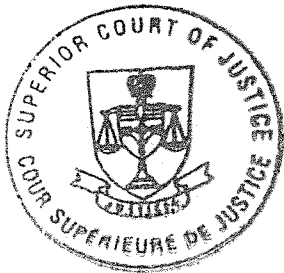
TUESDAY, THE 17TH

JUSTICE MCEWEN

)

DAY OF JULY, 2018

)



DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Crowe Soberman Inc in its capacity as receiver (the “**Receiver**”) of the property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the “**Real Property**”), the assets and undertakings of Deem Management Services Limited (“**Deem Management**”) related to the Real Property (the “**Related Deem Assets**”), and the property, assets and undertakings (the “**Uptown Assets**”) of the Uptown Inc. (the “**Uptown**”, together with Deem Management the “**Debtors**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and 10402672 Canada Inc. (the “**Purchaser**”) dated July 4, 2018 and appended to the Second Report of the Receiver dated July 9, 2018 (the “**Second Report**”), and vesting in the Purchaser the Debtors’ right, title and interest in and to the assets

described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver, any other party as indicated on the counsel slip, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of R. Brendan Bissell sworn July 10, 2018, filed:

1. THIS COURT ORDERS that the time for service of the Motion Record in respect of this motion and the Second Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), the Purchased Assets described in the Sale Agreement, including (i) all of Deem Management's right, title and interest in the Real Property, (ii) all of the right, title and interest of the Debtors in the Deem Related Assets and the Uptown Assets, and (iii) all of the right, title and interest of the Debtors in a lease of a part of the Real Property to Schlegel Villages Inc. dated May 1, 2017 as amended and the building permit, fees and securities described in Section 2.3 of the Sale Agreement, including the Purchased Assets described in the Sale Agreement and listed on **Schedule B** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Wilton-Siegel dated May 31, 2018; (ii) all charges,

security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Waterloo (No. 58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

7. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these proceedings;

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

- 4 -

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

A handwritten signature in black ink, appearing to be 'McIntosh', written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUL 17 2018

PER / PAR: Rm

Schedule A – Form of Receiver’s Certificate

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

PLAINTIFF

Plaintiff

- and -

DEFENDANT

Defendant

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Wilton-Siegel of the Ontario Superior Court of Justice (the "Court") dated May 31, 2018, Crowe Soberman Inc. was appointed as the receiver (the "Receiver") of the property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the "**Real Property**"), the assets and undertakings of Deem Management Services Limited ("**Deem Management**") related to the Real Property (the "**Related Deem Assets**"), and the property, assets and undertakings (the "**Uptown Assets**") of the Uptown Inc. (the "**Uptown**", together with Deem Management the "**Debtors**").

B. Pursuant to an Order of the Court dated July 17, 2018, the Court approved the agreement of purchase and sale made as of July 4, 2018 (the "**Sale Agreement**") between the Receiver and 10402672 Canada Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a

- 2 -

certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Crowe Soberman Inc., in its capacity as
Receiver of the undertaking, property and
assets of Deem Management Services
Limited and The Uptown Inc. and not in its
personal capacity**

Per: _____

Name: Hans Rizarri

Title: President

Schedule B – Purchased Assets

Legal Description Of The Lands

PIN 22291-0628 (LT)

Property Description: PT. BLOCK A PLAN 1313, BEING PTS. 1, 4 & 5 ON 58R-6774 & PT. 3 ON 58R-2194, S/T EASEMENT IN GROSS OVER PT. 1 ON 58R-17857, AS IN WR853469; CITY OF WATERLOO

Address: 215 and 229 Lexington Road, Waterloo, Ontario N2K 2E1

Personal Property

ISSUED FOR BUILDING PERMIT

ARCHITECTURAL DRAWING LIST

JUNE 20 2014

- 001 COVER PAGE
- 002 DRAWING LIST, BUILDING STATISTICS, O.B.C MATRIX & CONTEXT PLAN
- 003 SITE PLAN
- 003A COMPLETE PHASING -SITE PLAN
- 004 WALL TYPE SCHEDULE
- 005 FIRE SEPARATION
- 101 B2 LEVEL
- 102 B1 LEVEL
- 103 GROUND & 2ND FLOOR LEVEL
- 104 3RD & 4TH FLOOR LEVEL
- 105 5TH & 6TH FLOOR LEVEL
- 106 MECHANICAL PENTHOUSE LEVEL & ROOF PLAN
- 201 BASEMENT 2ND LEVEL ENLARGED PLAN
- 202 BASEMENT 2ND LEVEL ENLARGED PLAN
- 203 BASEMENT 1ST LEVEL ENLARGED PLAN
- 204 BASEMENT 1ST LEVEL ENLARGED PLAN
- 205 GROUND FLOOR LEVEL ENLARGED PLAN
- 206 GROUND FLOOR LEVEL ENLARGED PLAN
- 207 2ND FLOOR LEVEL ENLARGED PLAN
- 208 2ND FLOOR LEVEL ENLARGED PLAN
- 209 3RD FLOOR LEVEL ENLARGED PLAN
- 210 3RD FLOOR LEVEL ENLARGED PLAN
- 211 4TH FLOOR LEVEL ENLARGED PLAN
- 212 4TH FLOOR LEVEL ENLARGED PLAN
- 213 5TH FLOOR LEVEL ENLARGED PLAN

214 5TH FLOOR LEVEL ENLARGED PLAN
 215 6TH FLOOR LEVEL ENLARGED PLAN
 216 6TH FLOOR LEVEL ENLARGED PLAN
 217 MECHANICAL PENTHOUSE LEVEL ENLARGED PLAN
 301 NORTH & WEST ELEVATIONS
 302 SOUTH & EAST ELEVATIONS
 401 BUILDING SECTIONS
 402 BUILDING SECTIONS
 403 BUILDING SECTIONS
 502 WALL SECTIONS
 701 TYPICAL DETAILS
 702 TYPICAL DETAILS
 801 STAIR PLANS & SECTIONS
 802 STAIR PLANS & SECTIONS

PROJECT SPECIFICATIONS

UPTOWN PROJECT SPECIFICATIONS **412 PAGES**
 ONESPACE UNLIMITED INC. JUNE 25
 2014

PROJECT DOCUMENTS & REPORTS

NOISE FEASIBILITY STUDY **27 PAGES**
 HG ENGINEERING
 MAY 6 2013

PHASE I ENVIRONMENTAL SITE ASSESSMENT **69 PAGES**
 EXP SERVICES INC.
 DECEMBER 15 2014

PHASE II ENVIRONMENTAL SITE ASSESSMENT **87 PAGES**
 XCG CONSULTANTS LTD. SEPT 25
 2006

SUBSIDENCE DUE TO DEWATERING **4 PAGES**
 EXP SERVICES INC.
 DECEMBER 10 2014

ADDITIONAL GEOTECHNICAL INVESTIGATION **26 PAGES**
 EXP SERVICES INC.
 MARCH 10 2014

GEOTECHNICAL INVESTIGATION **31 PAGES**
 EXP SERVICES INC.
 NOVEMBER 21 2013

GEOTECHNICAL INVESTIGATION **21 PAGES**
 EXP SERVICES INC.
 NOVEMBER 6 2013

SUPPLEMENTAL GEOTECHNICAL INVESTIGATION **26 PAGES**
 TROW ASSOCIATES INC.

NOVEMBER 22 2010.

PRELIMINARY GEOCHEMICAL INVESTIGATION
TROW ASSOCIATES INC. APRIL 14
2010

37 PAGES

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

1. Instrument No. WR888817 being a charge registered on June 25 2015 from Deem Management Services Limited to Donald Dal Bianco;
2. Instrument No. WR88818 being a notice of assignment of rents registered on June 25, 2015 from from Deem Management Services Limited to Donald Dal Bianco;
3. Instrument No. WR1030186 being a notice of amendment of charge registered on May 8, 2017 from Deem Management Services Limited to Donald Dal Bianco;
4. Instrument No. WR1030622 being a charge registered on May 9, 2017 from Deem Management Services Limited to Institutional Mortgage Capital Canada Inc.;
5. Instrument No. WR1030648 being a postponement of charge registered on May 9, 2017 from Donald Dal Bianco in favour of Institutional Mortgage Capital Canada Inc.;
6. Instrument No. WR1099051 being a charge registered on February 23, 2018 from Deem Management Services Limited to Donald Dal Bianco;
7. Instrument No. WR1100946 being a construction lien registered on March 7, 2018 by Kieswater Excavating Inc.;
8. Instrument No. WR1102134 being a construction lien registered on March 14, 2018 by Deep Foundations Contractors Inc.;
9. Instrument No. WR1102923 being a construction lien registered on March 19, 2018 by Onespace Unlimited Inc.;
10. Instrument No. WR1104680 being a construction lien registered on March 29, 2018 by Maxion Management Services Inc.
11. Instrument No. WR1106904 being a construction lien registered on April 12, 2018 by exp Services Inc.;
12. Instrument No. WR1107271 being a certificate registered on April 16, 2018 by Kieswater Excavating Inc.;
13. Instrument No. WR1107360 being a certificate registered on April 16, 2018 by Deep Foundations Contractors Inc.;
14. Instrument No. WR1110511 being a certificate registered on May 2, 2018 by Onespace Unlimited Inc.; and
15. Instrument No. WR1118147 being an application to register a court order registered on June 12, 2018.
16. Instrument No. WR1120829 being a certificate registered on June 25, 2018 by Maxion Management Services Inc.

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

(unaffected by the Vesting Order)

1. Instrument No. 429796 being a development agreement registered August 5, 1970 between Lincoln Village Limited and The Corporation of the City of Waterloo;
2. Instrument No. 620622 being a development agreement registered February 8, 1970 between Pinehaven Nursing Home Limited and The Corporation of the City of Waterloo;
3. Instrument No. 620623 being a development agreement registered February 8, 1970 between Pinehaven Nursing Home Limited and The Corporation of the City of Waterloo;
4. Instrument No. 952613 being a development agreement registered July 22, 1988 between Lexington Holdings Limited and The Regional Municipality of Waterloo;
5. Instrument No. 956866 being a development agreement registered August 18, 1988 between Lexington Holdings Limited and The Corporation of the City of Waterloo;
6. Instrument No. WR853469 being a transfer easement registered November 27, 2014 between Deem Management Services Limited and Waterloo North Hydro Inc.
7. Instrument No. WR875231 being a site plan control agreement registered April 10, 2015 between Lexington Holdings Limited and The Corporation of the City of Waterloo;
8. Instrument No. WR1030548 being a notice of lease registered May 9, 2017 between Deem Management Services Limited and Schlegel Villages Inc., along with the associated lease dated May 1, 2017 between Deem Management Services Limited and Schlegel Villages Inc. as amended.

DONALD DAL BIANCO

and

**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO**

APPROVAL AND VESTING ORDER

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto ON M5G 1V2
Fax: 416-597-3370

Michael B. Rotsztain (LSUC #: 17086M)
Tel: 416-597-7870
Email: rotsztain@gsnh.com sw

R. Brendan Bissell (LSUC No. 40354V)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for the Receiver, Crowe Soberman Inc.

Tab C

DONALD DAL BIANCO

and

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO

MOTION RECORD
for an approval and vesting order and
an interim distribution order
(returnable July 17, 2018)

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto ON M5G 1V2
Fax: 416-597-3370

R. Brendan Bissell (LSUC No. 40354V)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for the Receiver, Crowe Soberman Inc.

17 July 18
Approval + vesting order shall go
as per draft filed + signed. No one
opposes. Details of sale are reasonable
and appear to be the best available
option. Sales process has been reasonable
as well.

order shall also go as per draft
filed + signed on proposed basis
concerning motion for distribution +
approving activities. In this regard a
safety order shall also go as the
Spirra Club criteria have been met.

McEnt

Court File No.: CV-18-598657-00CL

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

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

**ENDORSEMENT OF MR. JUSTICE MCEWEN
DATED JULY 17, 2018 (UNOFFICIAL TYPED VERSION)**

17 July 18

Approval and vesting order shall go as per draft filed and signed. No one opposes. Details of sale are reasonable and appear to be the best available option. Sales process has been reasonable as well.

Order shall also go as per draft filed and signed on unopposed basis concerning motion for distribution and approving activities. In this regard a sealing order shall also go as the Sierra Club criteria have been met.

McEwen J.

Court File No. CV-18-598657-00CL

DONALD DAL BIANCO

and

**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO**

**ENDORSEMENT OF MR. JUSTICE MCEWEN
DATED JULY 17, 2018
(UNOFFICIAL TYPED VERSION)**

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
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Fax: 416-597-3370

R. Brendan Bissell (LSUC No. 40354V)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for the Receiver, Crowe Soberman Inc.

Tab D

Court File No.: CV-18-598657-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE REGIONAL SENIOR)
JUSTICE MORAWETZ)
)

TUESDAY, THE 14TH
DAY OF AUGUST, 2018

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

**ORDER
(Interim Distributions)**

THIS MOTION, made by Crowe Soberman Inc in its capacity as receiver (the “**Receiver**”) of the property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the “**Real Property**”), the assets and undertakings of Deem Management Services Limited (“**Deem Management**”) related to the Real Property (the “**Related Deem Assets**”), and the property, assets and undertakings (the “**Uptown Assets**”) of the Uptown Inc. (the “**Uptown**”, together with Deem Management the “**Debtors**”) for an order authorizing the Receiver to make interim distributions was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Supplementary Report (the “**Supplementary Report**”) dated August 13, 2018 to the Second Report and on hearing the submissions of counsel for the Receiver, and those other parties appearing on the counsel slip, no one appearing for any other person on the



- 2 -

service list, although properly served as appears from the affidavit of Karen Jones sworn August 13, 2018, filed:

1. THIS COURT ORDERS that the time for service of the Motion Record in respect of this motion and the Supplementary Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

2. THIS COURT ORDERS that that, ^{at least} provided that after such distributions there will remain in the Receiver's possession (i) \$2,355,904.17, (ii) amounts necessary to repay all fees and expenses owing to the Receiver and its counsel and (iii) a reserve to complete the administration of the estate, the Receiver is authorized to:

a) pay the amounts owing to Institutional Mortgage Capital Canada Inc. secured by a mortgage against the Real Property, subject to the Receiver's review of the relevant payout statement and costs claimed; and

b) pay the amounts owing to Dal Bianco for the mortgage registered on tile to the Real Property dated June 26, 2015 and registered as instrument no. WR888817 (as amended by instrument no. WR1030186 on May 8, 2017 to extend the term to March 1, 2019), subject to the Receiver's review of the relevant payout statement and costs claimed.

3. THIS COURT ORDERS that the Receiver not make any other distributions except pursuant to an Order made on notice to the Service List.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

AUG 14 2018

PER / PAR:

DONALD DAL BIANCO

and

**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO**

**ORDER
(Interim Distributions)**

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto ON M5G 1V2
Fax: 416-597-3370

Michael B. Rotsztain (LSUC #: 17086M)
Tel: 416-597-7870
Email: rotsztain@gsnh.com sw

R. Brendan Bissell (LSUC No. 40354V)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for the Receiver, Crowe Soberman Inc.

Tab E

AUG 14, 2018

Court File No. CV-18-598657-00CI

DONALD DAL BIANCO

and

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Applicant

Respondents

R.B. Bissell for the Receiver. August 14, 2018
 H. Rosenberg for Deep Mt, hie Climat.
 E. D. Agostino for Kiaswetter.
 J. Lamy for First Source
 D. Ullmann for Don Dal Bianco.
 B. Sulstey for Taxim.

The motion for an interim distribution was not opposed. As a result of a previous order approving a sale, the Receiver will be in possession of original assets when the transaction closes. The Receiver has received opinions from its counsel that 2 mortgages are valid and enforceable. The Receiver has sufficient funds to pay off these two mortgages.

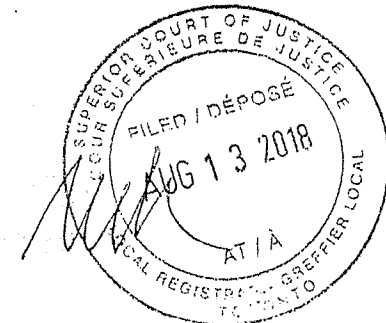
ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST
 Proceeding commenced TORONTO

SUPPLEMENTARY MOTION RECORD
 For an interim distribution order
 (originally returnable July 17, now returnable August 14, 2018)

GOLDMAN SLOAN NASH & HABER LLP
 480 University Avenue, Suite 1600
 Toronto ON M5G 1V2
 Fax: 416-597-3370

R. Brendan Bissell (LSUC No. 40354V)
 Tel: 416-597-6489
 Email: bissell@gsnh.com

Lawyers for the Receiver, Crowe Soberman Inc.



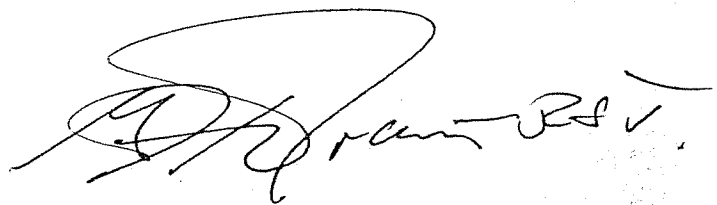
Through a post payment agreement, 0170 (ATMA Sec 78)
 was first priority and is owed in the
 range of \$8.222M plus interest and costs.

Dal Bracco is owed in the range of \$4.517M
 plus interest and costs. Upon receipt of
 payment statement Receiver is authorized
 to pay out these 2 mortgages.

Receiver to maintain at least \$2,355,904.17
 as a reserve.

This inter distribution is made without
 prejudice to s 78 Constructive Act arguments
 that lien claimants may raise with
 respect to the remaining funds being
 held by the Receiver.

An order has been signed to reflect
 the foregoing.



Court File No.: CV-18-598657-00CL

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

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

**ENDORSEMENT OF REGIONAL SENIOR JUSTICE MORAWETZ
DATED AUGUST 14, 2018 (UNOFFICIAL TYPED VERSION)**

August 14, 2018

R. B. Bissell for the Receiver

H. Rosenberg for Deep [Foundations], Lien Claimant

E. D'Agostino for Kieswetter

J. Larry for [Institutional Mortgage Canada]

D. Ullmann for Don Dal Bianco

B. Salsberg for Maxion

The motion for an interim distribution was not opposed. As a result of a previous order approving a sale, the Receiver will be in possession of significant assets when the transaction closes. The Receiver has received opinions from its counsel that the two mortgages are valid and enforceable. The Receiver has sufficient funds to pay off these two mortgages.

Through a postponement agreement, IMC has first priority and is owed in the range of \$8.222 million plus interest and costs. Dal Bianco is owed in the range of \$4.517 million plus interest and costs. Upon receipt of payout statements the Receiver is authorized to payout these two mortgages. Receiver to maintain at least \$2,355,904.17 as a reserve.

This interim distribution is made without prejudice to s.78 *Construction Act* arguments that lien claimants may raise with respect to the remaining funds being held by the Receiver.

An order has been signed to reflect the foregoing.

Morawetz, R.S.J.

Court File No. CV-18-598657-00CL

DONALD DAL BIANCO

and

**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO**

**ENDORSEMENT OF REGIONAL SENIOR
JUSTICE MORAWETZ
DATED AUGUST 14, 2018
(UNOFFICIAL TYPED VERSION)**

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto ON M5G 1V2
Fax: 416-597-3370

R. Brendan Bissell (LSUC No. 40354V)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for the Receiver, Crowe Soberman Inc.

Tab F

THIS ASSIGNMENT AGREEMENT MADE THIS 21ST DAY OF AUGUST, 2018

B E T W E E N:

10402672 CANADA INC.

(hereinafter referred to as the "Assignor")

OF THE FIRST PART;

-And-

FAR EAST ALUMINIUM CANADA CORP.

(hereinafter referred to as the "Assignee")

OF THE SECOND PART;

-And-

CROWE SOBERMAN INC.,
solely in its capacity as receiver of the Lands, as defined in
the APS (defined below), and all other property, assets and
undertakings of Deem Management Services Limited
("Deem Management") related thereto, and the property,
assets and undertakings of The Uptown Inc. ("Uptown"),
and not in its personal capacity

(hereinafter referred to as the "Receiver")

OF THE THIRD PART;

RECITALS:

- A. The Assignor and the Receiver entered into an agreement of purchase and sale dated as of the 4th day of July, 2018 as amended by amending agreements dated as of the 13th day of August, 2018, the 15th day of August, 2018, the 17th day of August, 2018 and the 20th day of August, 2018 (collectively the "APS") whereby the Assignor agreed to purchase and the Vendor agreed to sell all of the right, title and interest of Deem Management and Uptown in the Purchased Assets, all as set out in the APS;
- B. The Assignor is not in default under the APS;

- C. The Assignee is an Affiliate of the Assignor within the meaning of the *Business Corporations Act* (Ontario);
- D. The Assignor and the Assignee desire that the Assignor assign unto the Assignee all of its right, title and interest under the APS pursuant to Section 10.3(b) of the APS; and
- E. The Assignor is not receiving, directly or indirectly, any profit or gain resulting from the assignment herein to the Assignee.

NOW THEREFORE in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings attributed to them in the APS.
2. The Assignor and Assignee jointly and severally represent, warrant and certify to the Receiver the truth and correctness of Recitals B, C, D and E, and acknowledge that the Receiver is relying on such representations, warranties and certifications in entering into this Agreement and as an integral part thereof.
3. The Assignor and Assignee agree that the Assignee shall remain an Affiliate of the Assignor at all times subsequent to the date of this Agreement
4. The Assignor does hereby assign, transfer and set over to and in favour of the Assignee by way of absolute assignment, all of its right, title and interest to, in and under the APS.
5. The Assignee hereby covenants and agrees to and with the Assignor and the Receiver to assume, abide by, comply with and perform all of the agreements and obligations of the Assignor under the APS, and further covenants and agrees to be bound by the terms and provisions of APS as though it had originally executed same as Purchaser.
6. Notwithstanding the assignment herein, the Assignor shall remain liable for, and is not released from, its agreements, covenants and obligations under the APS or from the performance of such agreements, covenants and obligations.
7. The foregoing provisions shall survive and not merge with Closing or the termination of the APS and shall continue in full force and effect thereafter for the benefit of the Receiver.
8. Each of the parties hereto will, from time to time and at all times hereafter upon every reasonable written request to do so and at the expense of the requesting party, make,



do, execute and deliver, or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be necessary in the opinion of any party or counsel for any party for more effectually implementing and carrying out the true intent and meaning of this Assignment Agreement.

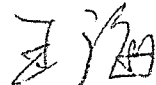
9. Without limiting the generality of Section 8 hereof, the Receiver and the Assignee shall prior to Closing enter into a restated APS incorporating amendments necessary to give effect to the provisions of this Assignment Agreement and of any amending agreements entered into subsequent to the date hereof but otherwise to be on substantially the same terms and conditions as set out in the APS.
10. This Assignment Agreement shall be governed by and construed exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein except for laws relating to conflict of laws and this Assignment Agreement shall be treated for all purposes as an Ontario contract. The parties hereby submit and attorn to the exclusive jurisdiction of the Court with respect to any disputes, actions or proceedings related to or arising out of this Assignment Agreement or the interpretation or enforcement thereof.
11. Time shall be of the essence of this Assignment Agreement and of the APS, and all terms of the APS shall continue in full force and effect.
12. Section 10.3(b) of the APS shall apply to any subsequent assignment of the APS by the Assignee. This Assignment Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
13. This Assignment Agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument. All parties agree that this Agreement may be transmitted by telecopier, email or other means of electronic communication and that the reproduction of signatures by way of telecopier, email or other means of electronic communication will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of this Assignment Agreement bearing original signatures within a reasonable time after the date of execution

[Signature page follows on Page 4]



IN WITNESS WHEREOF the parties have thereunder duly executed as of the date hereinabove set forth.

10402672 CANADA INC.

By: 

Name:

Title: *Director*

I have authority to bind the corporation

FAR EAST ALUMINIUM CANADA CORP.:

By: 

Name:

Title: *Director*

I have authority to bind the corporation

CROWE SOBERMAN INC., solely in its capacity as receiver of the Lands, as defined in the APS, and all other property, assets and undertakings of Deem Management related thereto, and the property, assets and undertakings of Uptown, and not in its personal capacity

By:



Name:

Title:

*Hans Rizorri
President*

I have authority to bind the corporation

Tab 3

Court File No.: CV-18-598657-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THURSDAY, THE 30TH
)
JUSTICE) DAY OF AUGUST, 2018
)

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

AMENDED APPROVAL AND VESTING ORDER

THIS MOTION, made by Crowe Soberman Inc in its capacity as receiver (the “**Receiver**”) of the property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the “**Real Property**”), the assets and undertakings of Deem Management Services Limited (“**Deem Management**”) related to the Real Property (the “**Related Deem Assets**”), and the property, assets and undertakings (the “**Uptown Assets**”) of The Uptown Inc. (the “**Uptown**”, together with Deem Management the “**Debtors**”) for an amended order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Far East Aluminium Works Canada Corp. (the "**Purchaser**") dated July 4, 2018, and appended to the Second Report of the Receiver dated July 9, 2018 (the "**Second Report**") and as amended as described in the Second Supplementary Report of the Receiver dated August 27, 2018 (the “**Second Supplementary Report**”) including the

amending agreement dated August 22, 2018 appended to the Second Supplementary Report, and vesting in the Purchaser the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and the Second Supplementary Report and on hearing the submissions of counsel for the Receiver, any other party as indicated on the counsel slip, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of ■sworn ■, 2018, filed:

1. THIS COURT ORDERS that the time for service of the Motion Record in respect of this motion and the Second Report and the Second Supplementary Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), the Purchased Assets described in the Sale Agreement, including (i) all of Deem Management's right, title and interest in the Real Property, (ii) all of the right, title and interest of the Debtors in the Deem Related Assets and the Uptown Assets, and (iii) all of the right, title and interest of the Debtors in a lease of a part of the Real Property to Schlegel Villages Inc. dated May 1, 2017 as amended and the building permit, fees and securities described in Section 2.3 of the Sale Agreement, including the Purchased Assets described in the Sale Agreement and listed on **Schedule B** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Wilton-Siegel dated May 31, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Waterloo (No. 58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;

- 4 -

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

9. THIS COURT ORDERS that that Confidential Appendices 1-4 to the Second Supplementary Report are hereby sealed pending the closing of a transaction to sell the Property and the filing of a Receiver's Certificate.

Schedule A – Form of Receiver’s Certificate

Court File No.: CV-18-598657-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Wilton-Siegel of the Ontario Superior Court of Justice (the "Court") dated May 31, 2018, Crowe Soberman Inc. was appointed as the receiver (the "Receiver") of the property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the "**Real Property**"), the assets and undertakings of Deem Management Services Limited ("**Deem Management**") related to the Real Property (the "**Related Deem Assets**"), and the property, assets and undertakings (the "**Uptown Assets**") of The Uptown Inc. (the "**Uptown**", together with Deem Management the "**Debtors**").

B. Pursuant to an Order of the Court dated August 30, 2018, the Court approved the agreement of purchase and sale made as of July 4, 2018 (the "**Sale Agreement**") as amended between the Receiver and Far East Aluminium Works Canada Corp. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 6

- 2 -

of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 6 of the Sale Agreement as amended have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Crowe Soberman Inc., in its capacity as
Receiver of the undertaking, property and
assets of Deem Management Services
Limited and The Uptown Inc. and not in its
personal capacity**

Per: _____

Name: Hans Rizarri

Title: President

Schedule B – Purchased Assets

Legal Description Of The Lands

PIN 22291-0628 (LT)

Property Description: PT. BLOCK A PLAN 1313, BEING PTS. 1, 4 & 5 ON 58R-6774 & PT. 3 ON 58R-2194, S/T EASEMENT IN GROSS OVER PT. 1 ON 58R-17857, AS IN WR853469; CITY OF WATERLOO

Address: 215 and 229 Lexington Road, Waterloo, Ontario N2K 2E1

(Schedule B – Purchased Assets – continued)**Personal Property****ISSUED FOR BUILDING PERMIT****ARCHITECTURAL DRAWING LIST****JUNE 20 2014**

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- 002 DRAWING LIST, BUILDING STATISTICS, O.B.C MATRIX & CONTEXT PLAN
- 003 SITE PLAN
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Schedule C – Claims to be deleted and expunged from title to Real Property

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related to the Real Property**

(unaffected by the Vesting Order)

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Court File No. CV-18-598657-00CL

DONALD DAL BIANCO

and

**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO**

**AMENDED APPROVAL
AND VESTING ORDER**

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Lawyers for the Receiver, Crowe Soberman Inc.

Tab 4

Revised: January 21, 2014

Court File No. _____:
CV-18-598657-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE [REDACTED]) ~~WEEKDAY~~ THURSDAY, THE #30TH
JUSTICE [REDACTED]) DAY OF ~~MONTH~~ AUGUST, ~~2017~~ 2018

~~BETWEEN:~~

~~PLAINTIFF~~

Plaintiff

DONALD DAL BIANCO

Applicant

- and -

~~DEFENDANT~~

Defendant

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

AMENDED APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Crowe Soberman Inc in its capacity as ~~the Court-appointed receiver~~ (the "Receiver") of the ~~undertaking, property and assets of~~ [DEBTOR] (the "Debtor") for an property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the "Real Property"), the assets and undertakings of Deem

Management Services Limited (“Deem Management”) related to the Real Property (the “Related Deem Assets”), and the property, assets and undertakings (the “Uptown Assets”) of The Uptown Inc. (the “Uptown”, together with Deem Management the “Debtors”) for an amended order approving the sale transaction (the “Transaction”) contemplated by an agreement of purchase and sale (the “Sale Agreement”) between the Receiver and ~~[NAME OF PURCHASER]~~ Far East Aluminium Works Canada Corp. (the “Purchaser”) dated ~~[DATE]~~ July 4, 2018, and appended to the Second Report of the Receiver dated ~~[DATE]~~ (the “Report”) July 9, 2018 (the “Second Report”) and as amended as described in the Second Supplementary Report of the Receiver dated August 27, 2018 (the “Second Supplementary Report”) including the amending agreement dated August 22, 2018 appended to the Second Supplementary Report, and vesting in the Purchaser the ~~Debtor’s~~ Debtors’ right, title and interest in and to the assets described in the Sale Agreement (the “Purchased Assets”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and the Second Supplementary Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, any other party as indicated on the counsel slip, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~ sworn [DATE], 2018, filed¹:

1. THIS COURT ORDERS that the time for service of the Motion Record in respect of this motion and the Second Report and the Second Supplementary Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

2. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved,

¹~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. ~~2.~~ THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver²'s certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), ~~all of the Debtor~~the Purchased Assets described in the Sale Agreement, including (i) all of Deem Management's right, title and interest in and to the Real Property, (ii) all of the right, title and interest of the Debtors in the Deem Related Assets and the Uptown Assets, and (iii) all of the right, title and interest of the Debtors in a lease of a part of the Real Property to Schlegel Villages Inc. dated May 1, 2017 as amended and the building permit, fees and securities described in Section 2.3 of the Sale Agreement, including the Purchased Assets described in the Sale Agreement ~~and listed on **Schedule B** hereto~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Wilton-Siegel dated ~~[DATE]~~May 31, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

⁴~~To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

4. ~~3.~~ THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~ Land Titles Division of ~~{LOCATION}~~ Waterloo (No. 58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* ~~and/or the Land Registration Reform Act~~⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

5. ~~4.~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. — THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "•" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸ This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Debtors and shall not be void or voidable by creditors of the ~~Debtor~~Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

~~8.~~ 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

9. THIS COURT ORDERS that that Confidential Appendices 1-4 to the Second Supplementary Report are hereby sealed pending the closing of a transaction to sell the Property and the filing of a Receiver's Certificate.

Revised: January 21, 2014

Schedule A ~~Form of Receiver's~~ Certificate

Court File No. _____:
CV-18-598657-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

~~BETWEEN:~~

~~PLAINTIFF~~

Plaintiff

DONALD DAL BIANCO

Applicant

- and -

~~DEFENDANT~~

Defendant

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Wilton-Siegel of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~ May 31, 2018, Crowe Soberman Inc. was appointed as the receiver (the "Receiver") of the ~~undertaking, property and assets of [DEBTOR] (the "Debtor").~~ property known municipally as 215 and 219 Lexington Road, Waterloo, Ontario N2K 2E1 (the "Real Property"), the assets and undertakings of Deem Management Services Limited ("Deem Management") related to the Real Property (the "Related Deem Assets"), and the property,

assets and undertakings (the “Uptown Assets”) of The Uptown Inc. (the “Uptown”, together with Deem Management the “Debtors”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~August 30, 2018, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~July 4, 2018 (the "Sale Agreement") as amended between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~and Far East Aluminium Works Canada Corp. (the "Purchaser") and provided for the vesting in the Purchaser of the ~~Debtor's~~Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ~~6~~6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ~~6~~6 of the Sale Agreement as amended have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

- 2 -

~~{NAME OF RECEIVER}~~Crowe Soberman Inc., in its capacity as Receiver of the undertaking, property and assets of ~~{DEBTOR}~~Deem Management Services Limited and The Uptown Inc. and not in its personal capacity

Per:

Name: Hans Rizarri

Title: President

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R. Brendan Bissell (LSUC No. 40354V)

Tel: [416-597-6489](tel:416-597-6489)

Email: bissell@gsnh.com

Lawyers for the Receiver, Crowe Soberman Inc.

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Description	Model Order (Approval and Vesting)
Document 2 ID	file:///U:\BBissell\Crowe Soberman Inc re Deem and Maxion - 100597.0001\Pleadings\Amended Approval and Vesting Order motion - August 30 2018\Amended Approval and Vesting Order v. 3.docx
Description	Amended Approval and Vesting Order v. 3
Rendering set	Standard no moves

Legend:	
<u>Insertion</u>	
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Statistics:	

Format changed	0
Total changes	322

Tab 5

Court File No. CV-18-598657-00CL

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

B E T W E E N:

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

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and

**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO

MOTION RECORD
For an amended approval and vesting order
(returnable August 30, 2018)

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