

ONTARIO
SUPERIOR COURT OF JUSTICE
EAST REGION COMMERCIAL LIST

THE HONOURABLE MR.

)

MONDAY, THE 24TH

JUSTICE C. MACLEOD

)

DAY OF AUGUST, 2026

)

B E T W E E N:

MERIDIAN CREDIT UNION LIMITED

Applicant

- and -

MUSHIMPEX INVESTMENTS INC.

Respondent



APPROVAL, VESTING AND DISCHARGE ORDER

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver and manager ("**Spergel**" or the "**Receiver**"), without security, over real property municipally known as 336 Tweedsmuir Avenue, Ottawa, Ontario registered in the name of the Respondent, Mushimpex Investments Inc. (the "**Debtor**") for an order:

1. validating and abridging the time for service of the Notice of Motion and the Motion Record in the manner effected by the Receiver and an Order dispensing with service thereof on any party other than the parties served;
2. approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale (the "**Sale Agreement**") between the Receiver and Tejinder Dhillon in trust for a corporation to be formed (the "**Purchaser**")

dated June 17, 2026, and amended on August 4, 2026, and appended to the Report of the Receiver dated August 6, 2026 (the "**First Report**");

3. vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");
4. sealing the Confidential Appendices to the First Report of the Receiver until the earlier of the completion of the Transaction or further Order of this Honourable Court;
5. approving the First Report of the Receiver and the conduct, activities and actions to date;
6. approving the Receiver's Interim Statement of Receipts and Disbursements as of July 15, 2026;
7. approving the professional fees of the Receiver for the period up to and including June 30, 2026, in the amount of \$43,306.93 inclusive of HST and disbursements with a projected fee accrual of \$25,000.00, as well as authorizing the Receiver to make payment of such amounts from the sale proceeds;
8. approving the legal fees of SimpsonWigle LAW LLP ("**SW**"), lawyers for the Receiver, for the period up to and including July 20, 2026, in the amount of \$13,322.13, inclusive of HST and disbursements with a projected fee accrual of \$16,000.00, as well as authorizing the Receiver to make payment of such amounts to SW from the sale proceeds;
9. approving and authorizing the Receiver to hold back the sum of \$50,000.00 plus disbursements and HST pending completion of all matters and the Receiver's discharge;
10. approving, authorizing and directing the Receiver to distribute the net proceeds from the sale of the Property in accordance with the recommendations set out in the Receiver's First Report;

11. authorizing the Receiver to make payment of any priority payables and all costs to complete the administration of the receivership from the sale proceeds;

12. discharging and releasing msi Spergel Inc. as the Receiver and manager over real property municipally described as 336 Tweedsmuir Avenue, Ottawa, Ontario, and legally described as Lot 33, Plan 263, Ottawa/Nepean, PIN 04020-0051, registered in the name of the Debtor and all proceeds derived therefrom including but not limited to rents; and

13. such further Order as this Honourable Court deems just,

was heard this day at 161 Elgin Street, Ottawa, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Tanisha Lashley sworn August 10, 2026, filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and is hereby abridged and that service of the Notice of Motion and the Motion Record in the manner effected by the Receiver be and is hereby validated and service thereof upon any party other than the parties served 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**"), all of the Debtor's right, title and interest in and to 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 C. Macleod dated October 9, 2025; (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 Ottawa-Carleton 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 HEREBY ORDERS** that the Land Registrar shall vest title as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner, either before or after the date of this Order providing for vesting.

6. **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.

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

8. **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 and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

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

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

10. **THIS COURT ORDERS** that the Confidential Appendices to the First Report of the Receiver be and are hereby sealed until the earlier of the completion of the Transaction or further Order of this Honourable Court.

11. **THIS COURT ORDERS** that the conduct, activities and actions of the Receiver, as set out in the First Report, are hereby approved.
12. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements, as set out in the First Report, is hereby approved.
13. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, SimpsonWigle LAW LLP, as set out in the First Report and the Fee Affidavits, are hereby approved and payment of same is hereby authorized.
14. **THIS COURT ORDERS** that the Fee Accrual as set out in the First Report is hereby approved pending completion of all matters and the Receiver's discharge.
15. **THIS COURT ORDERS** that, after payment of the fees of the Receiver and its counsel, the Receiver shall make the following distributions;
 - (a) To the City of Ottawa in the amount of \$40,835.53 or such amount accrued at the closing of the Sale Transaction;
 - (b) To Meridian Credit Union Limited, or such other party as it might direct, for the repayment of the Borrowings in the amount of \$35,000.00 plus interest thereon; and,
 - (c) To Meridian Credit Union Limited, as the primary secured creditor, of the balance of any and all funds in the Debtor's estate in accordance with the recommendation of the Receiver found in the Receiver's First Report.
16. **THIS COURT ORDERS** that the Receiver is hereby authorized to make payment of any priority payables and all costs to complete the administration of the receivership from the sale proceeds.
17. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 15 hereof and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Report, the Receiver shall be discharged as Receiver, without security, over real property municipally known as 336 Tweedsmuir Avenue, Ottawa, Ontario registered in the name of the Debtor, provided however that

notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of msi Spergel Inc. in its capacity as Receiver.

18. **THIS COURT ORDERS AND DECLARES** that msi Spergel Inc. is hereby released and discharged from any and all liability that msi Spergel Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of msi Spergel Inc. while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, msi Spergel Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

19. **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.

Issuance on August 24, 2026

Schedule A – Form of Receiver's Certificate

Court File No. CV-25-00100786-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

EAST REGION COMMERCIAL LIST

B E T W E E N:

MERIDIAN CREDIT UNION LIMITED

Applicant

- and –

MUSHIMPEX INVESTMENTS INC.

Respondent

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice C. Macleod of the Ontario Superior Court of Justice (the "**Court**") dated October 9, 2025, msi Spergel Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, properties and assets of Mushimpex Investments Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the Agreement of Purchase and Sale made as of June 17, 2026 (the "**Sale Agreement**") between the Receiver and Tejinder Dhillon in trust for a corporation to be formed (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the

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Purchased Assets; (ii) that the conditions to Closing as set out in sections 12 and 13 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 sections 12 and 13 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].

**msi Spergel Inc., in its capacity as
Receiver of the undertakings, properties
and assets of Mushimpex Investments
Inc.,, and not in its personal capacity and
without personal or corporate liability**

Per: _____

Name: Philip Gennis, JD, CIRP, LIT

Title: Licensed Insolvency Trustee

Schedule B – Purchased Assets

Property known municipally as 336 Tweedsmuir Avenue, Ottawa, Ontario, and legally described as LT 33, PL 263 ; OTTAWA/NEPEAN; PIN: 04020-0051 (LT)

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

1. OC2178444 being a Charge in favour of Meridian Credit Union Limited in the amount of \$3,100,000, registered on 2019/12/20
2. OC2178447 being a Notice of Assignment of Rents-General in favour of Meridian Credit Union Limited, registered on 2019/12/20
3. OC2841658 being an Application to Register Court Order in favour of msi Spergel Inc., registered on 2025/10/21

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

(unaffected by the Vesting Order)

- a. Any reservation or unregistered restrictions, rights of way, easements or covenants that run with the land;
- b. Any registered or unregistered agreements or easements with a municipality or a supplier of utility services including without limitation, electricity, water, sewage, gas, telephone or cable television or any other telecommunication service;
- c. Any laws, by-laws and regulations and all outstanding work orders, deficiencies notices and notices of violation affecting the land;
- d. Any minor easements for the supply of utility service to the land or adjacent lands;
- e. Any encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties and any title defect, encroachment or breach of zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey or the Real Property and survey matters generally;
- f. Any exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
- g. Any reservation contained in the original grant from the Crown;
- h. Any Land Registrar's registered orders;
- i. Any reference plans or condominium description plans;
- j. If applicable, any registered condominium declaration or condominium by-laws;

MERIDIAN CREDIT UNION LIMITED
Applicant

-and- MUSHIMPEX INVESTMENTS INC.
Respondent

Court File No. CV-25-00100786-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
EAST REGION COMMERCIAL LIST**

PROCEEDING COMMENCED AT OTTAWA

APPROVAL, VESTING AND DISCHARGE ORDER

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Lawyers for the Receiver, msi Spergel Inc.