

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

THE HONOURABLE MR.	)	THURSDAY, THE 12 <sup>TH</sup>
	)	
JUSTICE PATTILLO	)	DAY OF AUGUST, 2021

B E T W E E N:

1951584 Ontario Inc. (formerly DESANTE FINANCIAL SERVICES INC.) and  
CWB MAXIUM FINANCIAL INC.

Applicants

- and –

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., BLESS  
HUI PHARMA INC., JG WINDSOR INC., JM WESTVIEW PHARMA INC., JUBILEE  
PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RIVER HILL  
PHARMACY LTD., SJ EAST PHARMA INC., ST. MARY COOKSVILLE PHARMA INC.,  
ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC., TORONTO  
APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. and OLDE WALKERVILLE  
HOLDINGS INC.

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondents, including 4231 Sheppard Avenue East Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver as vendor and 2759232 Ontario Corporation as purchaser

(the “**Purchaser**”) dated July 11, 2021 and appended to the Second Report of the Receiver dated August 4, 2021 (the “**Second Report**”), and vesting in the Purchaser the Debtor’s 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, by videoconference by reason of the COVID-19 pandemic.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver and the Purchaser, and such other counsel present as may be indicated on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, 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, in its capacity as such or on behalf of the Debtor, as the case may be, 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 as such in the Sale Agreement, including those being real property as described in Schedule B hereto (as the case may be), 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 orders of this court in this proceeding; (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, as the case may be (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 Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property(ies) 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 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.

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 this order is effective as of its date and does not need to be issued and entered.



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

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**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-20-00650853-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

**B E T W E E N:**

1951584 Ontario Inc. (formerly DESANTE FINANCIAL SERVICES INC.) and  
CWB MAXIUM FINANCIAL INC.

Applicants

- and -

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APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. AND OLDE  
WALKERVILLE HOLDINGS INC.

Respondents

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to Orders of the Ontario Superior Court of Justice (the “**Court**”) dated November 25, 2020, January 26, 2021, February 3, 2021, and April 8, 2021, msi Spergel Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondents, including 4231 Sheppard Avenue East Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated August 12, 2021, the Court approved the agreement of purchase and sale made as of July 11, 2021 (the “**Sale Agreement**”) between the Receiver as vendor and 2759232 Ontario Corporation as purchaser (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 Purchased Assets; (ii) that the conditions to Closing as set out in 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 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 \_\_\_\_\_ on \_\_\_\_\_ .

**msi Spergel Inc., in its capacity as Receiver of the undertaking, property and assets of 4231 Sheppard Avenue East Inc., and not in its personal capacity**

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule B – Description of Purchased Assets being real property**

PIN : 12107-0041(LT) (Land Registry Office No. 66)

Description: UNIT 41, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1107 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : CITY OF SCARBOROUGH, BEING: PT. LOT 41, PL.9945 AND PT. LOT 26, CONC. 2 AND PT. RD. ALLOWANCE BETWEEN LOTS 26 & 27, CONC.2 AS STOPPED UP & CLOSED BY BY-LAW 22099, REG'D AS TB477384, DES. AS PARTS 1 TO 21 (INCL.), PLAN 66R16896. S/T AND T/W EASEMENTS AS MORE PARTICULARLY DESCRIBED IN DECLARATION NO.D488130. CITY OF TORONTO



**Schedule C – Specific Claims to be deleted and expunged from the Purchased Assets  
(non-limitative)**

- With respect to those Purchased Assets being real property and described in Schedule B, as the case may be:
  - Registration number AT5269131 dated October 23, 2021, being of instrument type “Charge” in the amount of \$400,000 with the “parties to” being CWB Maxium Financial Inc.
  - Registration number AT5659437 dated February 23, 2021, being of instrument type “APL Court Order” with the “parties to” being msi Spergel Inc.
- With respect to all other Purchased Assets:
  - Any CWB Maxium Financial Inc. security registered under *Personal Property Security Act* (Ontario) registration number 20191018 1410 1462 6212.
  - Including any assignment, as the case may be.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Purchased Assets**

**(unaffected by the Vesting Order)**

- With respect to those Purchased Assets being real estate and described in Schedule B, as the case may be:
- the reservations, limitations, exceptions, provisos and conditions, if any, expressed in the original grant(s) of the lands from the Crown
  - all applicable municipal by-law and regulations provided, in each case, the same do not materially adversely affect the use and/or value of the Purchased Assets.
  - the exceptions and qualifications contained in paragraphs 1, 4, 6, 7, 8, 9, 10, 12 and 14 of Subsection 44 (1) of the *Land Titles Act* (Ontario).
  - all defects and deficiencies which an up-to-date building location survey of the lands might have revealed prior to the date of the present order, as the case may be.
  - all easements, rights-of-way and licenses registered for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television and/or any other service(s) to or for the benefit of the lands (collectively, the “**Utility Easements**”), together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighboring property owners or any crane access agreements or tieback or shoring agreements provided, in each case the same do not materially adversely affect the use or value of the Purchased Assets.
  - all registered municipal agreements and registered agreements with publicly regulated utilities including, without limitation, all development, site plan, subdivision, engineering, heritage easement agreements and other municipal agreements (or similar agreements entered into with any governmental authorities) (with all of such agreements being hereinafter collectively referred to as the “**Development Agreements**”) provided, in each case, the terms and conditions of each such Development Agreement have been complied with in all material respects and do not materially adversely affect the use of the Purchased Assets.
  - all agreements relating to any metering, submetering and/or check metering equipment, or relating to the supply of utility services to the lands and/or the project of which the lands form a part any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties.

- all shared facilities agreements, reciprocal and/or cost sharing agreements, all other agreements, easements and rights-of-way provided, in each case, the terms and conditions of each such agreement have been complied with in all material respects and do not materially adversely affect the use of the Purchased Assets.
- the following encumbrances registered on title to the property based on the parcel register for the same bearing land registry office 66 PIN 12107-0041 (LT):
 

<ul style="list-style-type: none"> <li>▪ Instrument No. TB477384 (by-law)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. TB910224 (agreement)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. 66R16896 (plan reference)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. C955159 (notice)</li> </ul>
<ul style="list-style-type: none"> <li>▪ Instrument No. C959410 (release)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. C965899 (transfer easement)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. D488130 (condominium declaration)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. MTCP1107 (condominium plan)</li> </ul>
<ul style="list-style-type: none"> <li>▪ Instrument No. D488329 (by-law)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. D488330 (by-law)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. D489637 (by-law)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. D659898 (APL court order)</li> </ul>
<ul style="list-style-type: none"> <li>▪ Instrument No. D798496 (by-law)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. D856318 (notice)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. AT2144929 (notice of change of condominium address)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. AT2155939 (condominium declaration amendment)</li> </ul>
<ul style="list-style-type: none"> <li>▪ Instrument No. AT2741464 (by-law)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. AT4408825 (notice of change of condominium address)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. AT4408825 (notice of change of condominium address)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. AT5262199 (land registrar's order)</li> </ul>
<ul style="list-style-type: none"> <li>▪ Instrument No. AT5269130 (transfer)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instrument No. AT5449388 (notice of change of condominium address)</li> </ul>		

➤ With respect to all other Purchased Assets: n/a

1951584 ONTARIO INC. (formerly DESANTE FINANCIAL SERVICES INC.) and CWB MAXIUM FINANCIAL INC., Applicants, and 4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., BLESS HUI PHARMA INC., JG WINDSOR INC., JM WESTVIEW PHARMA INC., JUBILEE PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RIVER HILL PHARMACY LTD., SJ EAST PHARMA INC., ST. MARY COOKSVILLE PHARMA INC., ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC., TORONTO APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. and OLDE WALKERVILLE HOLDINGS INC., Respondents

Court File No. CV-20-00650853-00CL

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

**APPROVAL AND VESTING ORDER**  
**(4231 Sheppard Avenue East Inc. and 2759232 Ontario Corporation transaction)**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the Respondents