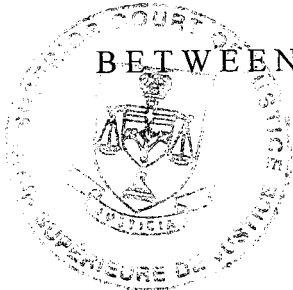


**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MR) THURSDAY, THE 29TH DAY
)
JUSTICE MLEWEN) OF AUGUST, 2019



BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.
and THAYAPARAN PARAMESWARAN**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

REFINANCING APPROVAL ORDER

THIS MOTION, made by Northview Collision Inc. ("**Northview**") and 2565496 Ontario Inc. ("**256**" and, together with Northview, the "**Debtors**"), for an order, amongst other things: (i) authorizing Northview, *nunc pro tunc*, to enter into the financing agreement listed on **Schedule "A"** hereto (the "**Financing Agreement**"), a copy of which is attached to the Affidavit of Thayaparan Parameswaran (the "**Personal Respondent**") sworn August 20, 2019 (the "**Personal Respondent's Affidavit**"), and to complete the transaction contemplated by the

Financing Agreement (the “**Transaction**”); (ii) authorizing 256, *nunc pro tunc*, to enter into the Financing Agreement and to complete the Transaction; and (iii) upon the filing of the Receiver’s Certificate (as defined below), deleting certain identified encumbrances from title to the real property described in PIN 03462-0010 (LT) (known municipally as 5401 Ravenshoe Road in Sutton, Ontario (the “**Northview Real Property**”) and PIN 06000-0048 (LT) (known municipally as 18 Cosentino Drive in Toronto, Ontario) (the “**256 Real Property**” and, together with the Northview Real Property, the “**Real Property**”), was heard this day at 330 University Avenue in Toronto, Ontario.

ON READING the Personal Respondent’s Affidavit (including the exhibits thereto) and the Third Report dated August 22, 2019 (including the appendices and supplement thereto dated August 28, 2019, the “**Third Report**”) of msi Spergel inc., in its capacity as the Court-appointed receiver, without security, of all the assets, undertakings and properties of the Debtors (in such capacity, the “**Receiver**”), and on hearing the submissions of counsel for the Debtors and the Personal Respondent, counsel for the Receiver, counsel for Royal Bank of Canada and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of David A. Schatzker sworn August 23, 2019, the affidavit of service of Christine Doyle sworn August 23, 2019, the affidavit of service of Susy Moniz sworn August 25, 2019 and the affidavit of Eunice Baltkois sworn August 28, 2019, filed,

1. **THIS COURT ORDERS AND DECLARES** that the Debtors be and are hereby authorized, *nunc pro tunc*, to bring this motion and that the time for service and filing of the notice of motion and the motion record be and are hereby abridged and validated so that this

motion be and is properly returnable today and that further service thereof be and is hereby dispensed with.

2. **THIS COURT ORDERS** that the proceeds of the Transaction utilized to repay Northview's pre-Transaction indebtedness shall be defined herein as the "**Northview Transaction Proceeds**" and that the proceeds of the Transaction utilized to repay 256's pre-Transaction indebtedness shall be defined herein as the "**256 Transaction Proceeds.**"

3. **THIS COURT ORDERS AND DECLARES** that, notwithstanding any other provision of this Order:

- (a) the Northview Transaction Proceeds that are contemplated to be deposited with the Receiver as a result of the issuance of this Order (together with any other funds in Northview's Post-Receivership Accounts (as defined in the Order of the Honourable Mr. Justice Pattillo made February 21, 2019), the "**Northview Receiver-Held Proceeds**") shall only be released by the Receiver in accordance with the terms of a separate Order of this Court;
- (b) the 256 Transaction Proceeds that are contemplated to be deposited with the Receiver as a result of the issuance of this Order (together with any other funds in 256's Post-Receivership Accounts, the "**256 Receiver-Held Proceeds**" and, together with the Northview Receiver-Held Proceeds, the "**Receiver-Held Proceeds**") shall only be released by the Receiver in accordance with the terms of a separate Order of this Court, and

- (c) any proceeds received by the Receiver from the Transaction shall, until released by the Receiver in accordance with the separate Order of this Court that is contemplated by paragraphs 3(a) and 3(b) of this Order, be held by the Receiver in a non-interest-bearing account.

4. **THIS COURT ORDERS AND DECLARES** that the execution of the Financing Agreement by the Debtors be and is hereby authorized and approved, *nunc pro tunc*. The Debtors and the lender under the Financing Agreement and their respective legal counsel and agents are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary for the registration by them on the Real Property of any instruments, mortgages or transfers resulting from the Transaction (the “**Instruments**”); however, under no circumstances shall any Instruments be registered on title to the Real Property until and unless such time as the Receiver files the Receiver’s Certificate. For greater certainty, the Receiver is not responsible for the registration of any Instruments on the Real Property, the registration or deregistration of any other instruments on or from the Real Property or, from the time of the filing of the Receiver’s Certificate, any other matters in respect of the Real Property (other than, upon filing the Receiver’s Certificate and delivering the Receiver’s Certificate to the Debtors, delivering the keys of the Real Property to the Debtors,).

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of an executed Receiver’s certificate to the Debtors substantially in the form attached as **Schedule “B”** hereto (the “**Receiver’s Certificate**”), any claims, encumbrances and charges created by the Order of the Honourable Mr. Justice Wilton-Siegel made November 15, 2018, the Order of the Honourable Mr. Justice Pattillo made February 21, 2019 and the specified claims, encumbrances and charges enumerated 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”** hereto) shall be expunged and discharged as against the Real Property. For greater certainty, the Receiver shall not deliver the Receiver’s Certificate unless, by 4 p.m. (Toronto time) on September 9, 2019, the Northview Receiver-Held Proceeds in the Receiver’s possession are equal to or exceed **\$1,234,724.67** and the 256 Receiver-Held Proceeds in the Receiver’s possession are equal to or exceed **\$1,276,377.03** (collectively, the “**Certificate Conditions**”), failing which this Refinancing Approval Order shall be of no further force or effect.

6. **THIS COURT ORDERS** that upon being presented with an executed copy of the Receiver’s Certificate, the Land Registrar is hereby directed to delete and expunge from title to the Real Property (which is described in more detail in **Schedule “E”** hereto) all of the Encumbrances listed on **Schedule “C”** hereto.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Encumbrances:

- (a) the Northview Receiver-Held Proceeds shall, from and after the date of delivery of the Receiver’s Certificate, stand in the place and stead of Northview’s Property (as defined in the Order of the Honourable Mr. Justice Pattillo made February 21, 2019), such that, from and after the date of delivery of the Receiver’s Certificate all Encumbrances shall attach to the Northview Receiver-Held Proceeds with the same priority as they had (if any) with respect to Northview’s Property immediately prior to the date of delivery of the Receiver’s Certificate; and

- (b) the 256 Receiver-Held Proceeds shall, from and after the date of delivery of the Receiver's Certificate, stand in the place and stead of 256's Property, such that, from and after the date of delivery of the Receiver's Certificate all Encumbrances shall attach to the 256 Receiver-Held Proceeds with the same priority as they had (if any) with respect to 256's Property immediately prior to the date of delivery of the Receiver's Certificate

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

9. **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 either of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of either of the Debtors,

the Transaction shall be binding on any trustee in bankruptcy that may be appointed in respect of either of the Debtors and shall not be void or voidable by creditors of either of the Debtor, nor shall the Transaction 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 the Transaction constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **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.

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

AUG 29 2019

PER / PAR:



Schedule "A" – Financing Agreement

1. Loan Agreement from 16688447 Ontario Corporation dated July 31, 2019, a copy of which is attached as Exhibit 5 to the Personal Respondent's Affidavit.

Schedule “B” – Form of Receiver’s Certificate

Court File No. CV-18-608368-00CL

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.
and THAYAPARAN PARAMESWARAN**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

- I. Pursuant to Orders of the Honourable Mr. Justice Wilton-Siegel and Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made November 15, 2018 and February 21, 2019, msi Spergel inc. (“**Spergel**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Northview Collision Inc. (“**Northview**”) and 2565496 Ontario Inc. (“**256**” and, together with Northview, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the proceeds thereof (the “**Property**”).
- II. Pursuant to an Order of the Court made August 29, 2019 (the “**Refinancing Approval Order**”), the Court authorized the Debtors to enter into a certain financing agreement specified in the Refinancing Approval Order (the “**Financing Agreement**”), and provided for the deletion

of certain encumbrances against title to the Real Property (as defined in the Refinancing Approval Order) effective upon the delivery by the Receiver to the Debtors of a certificate confirming that: (i) the Northview Receiver-Held Proceeds (as defined in the Refinancing Approval Order) in the Receiver's possession are equal to or exceed **\$1,234,724.67**; and (ii) the 256 Receiver-Held Proceeds in the Receiver's possession are equal to or exceed **\$1,276,377.03** (collectively, the "**Certificate Conditions**").

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

THE RECEIVER CERTIFIES the following:

1. The Certificate Conditions have been satisfied;
2. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

MSI SPERGEL INC., solely in its capacity as the Court-appointed receiver of the Debtors, and not in its personal capacity or in any other capacity

Per: _____
Name:
Title:

Schedule "C" – Instruments to Be Deleted from Title*Instruments to be deleted from PIN 03462-0010 (LT)*

1. Instrument No. YR2740600 registered on October 3, 2017, being a Charge in favour of Royal Bank of Canada in the principal amount of \$830,000.
2. Instrument No. YR2740610 registered on October 3, 2017, being a Notice of Assignment of Rent (General) in favour of Royal Bank of Canada.
3. Instrument No. YR2741130 registered on October 4, 2017, being a Postponement by Nelson, James in favour of Royal Bank of Canada.
4. Instrument No. YR2932607 registered on February 22, 2019, being an Application Court Order in favour of msi Spergel inc.
5. Instrument No. YR2514824 registered on July 28, 2016 (Charge in favour of Nelson, James).
6. Instrument No. YR2514825 registered on July 28, 2016 (No. Assign Rent Gen in favour of Nelson, James).

Instruments to be deleted from PIN 06000-0048 (LT)

1. Instrument No. AT4563759 registered on May 11, 2017, being a Charge in favour of Royal Bank of Canada in the principal amount of \$930,000.
2. Instrument No. AT5082786 registered on February 22, 2019, being an Application Court Order in favour of msi Spergel inc.

Schedule "D" – Permitted Encumbrances

PIN 03462-0010 (LT)

7. Instrument No. 65R8500 registered on September 26, 1985 (Plan Reference).
8. Instrument No. R385779 registered on December 6, 1985 (Agreement).
9. Instrument No. 65R11077 registered on September 30, 1987 (Plan Reference).
10. Instrument No. R464530 registered on April 12, 1988 (Transfer Easement).
11. Instrument No. R711029 registered on November 6, 1997 (Agreement).
12. Instrument No. YR2459456 registered on April 19, 2016 (Transfer).

PIN 06000-0048 (LT)

1. Instrument No. A256117 registered on December 3, 1968 (Bylaw).
2. Instrument No. AT375658 registered on December 31, 2003 (Transfer).
3. Instrument No. AT4563758 registered on May 11, 2017 (Transfer).

Schedule "E" – Legal Description of the Real Property**PIN 03462-0010 – 5401 Ravenshoe Road in Sutton, Ontario**

PT LT 35 CON 8 EAST GWILLIMBURY PT 2, 65R8500 ; S/T R464530 EAST
GWILLIMBURY

PIN 06000-0048 – 18 Cosentino Drive in Toronto, Ontario

PARCEL D-2, SECTION M919; PT BLK D, PLAN 66M919; COMMENCING AT A POINT IN
THE N'LY LIMIT OF BLK D, PLAN 66M919, 52 FT W'LY FROM THE N. E'LY ANGLE
OF SAID LOT; THENCE CONTINUING W'LY ALONG THE SAID N'LY LIMIT, 54 FT TO
A POINT; THENCE S'LY IN A STRAIGHT LINE TO A POINT IN THE S'LY LIMIT OF
SAID LOT, 106 FT W'LY FROM THE S.E'LY ANGLE OF THE SAID LOT; THENCE E'LY
ALONG THE S'LY LIMIT OF SAID LOT, 54' TO A POINT 52 FT W'LY FROM THE S.E'LY
ANGLE OF SAID LOT, THENCE N'LY IN A STRAIGHT LINE TO THE POINT OF
COMMENCEMENT. SCARBOROUGH , CITY OF TORONTO

ROYAL BANK OF CANADA

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC.,
2509788 ONTARIO INC. and THAYAPARAN
PARAMESWARAN**

Applicant

Respondents

Court File No. CV-18-608368-00CL

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

Proceedings commenced at Toronto

REFINANCING APPROVAL ORDER

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