

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

THE HONOURABLE) THURSDAY, THE 11th
)
JUSTICE STEELE) DAY OF SEPTEMBER, 2025

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

KING DAVID INC. AND HELEN ROMAN-BARBER

Respondents

**ORDER
(SALE PROCESS AND STALKING HORSE APS)**

THIS MOTION, made by TDB Restructuring Limited, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) over certain property owned by King David Inc. (together with Helen Roman-Barber, the “**Respondents**”), including the lands and premises having the legal descriptions set out in Schedule “A” hereto (the “**Property**”), for an Order, among other things, approving (a) the retention of Cushman and Wakefield Inc. as listing agent pursuant to a listing agreement (the “**Listing Agreement**”); (b) a sale process for the Property (the “**Sale Process**”) substantially in the form attached as Schedule “B” hereto; (c) a stalking horse purchase agreement dated as of August 8, 2025 (the “**Stalking Horse APS**”) between the Receiver and Home Trust Company (the “**Stalking Horse Bidder**” or “**HTC**”), solely for the purpose of acting as the stalking horse bid; (d) approving the Receiver’s cash receipts and disbursements for the period January 12, 2024 to July 31, 2025 (the “**Interim R&D**”); and (f) sealing confidential appendices 1 and 2 to the First Report dated August 8, 2025 (the “**First Report**”), the confidential

appendix (collectively, the “**Confidential Appendices**”) to the Receiver’s Supplemental Report of TDB Restructuring Limited, in its capacity as Receiver, dated September 2, 2025 (the “**Supplemental Report**”), and the unredacted Affidavit of Roman-Barber sworn September 9, 2025 (the “**Unredacted Affidavit**”), was heard this day by Zoom videoconference.

ON READING the Motion Record of the Receiver in respect of this motion, filed; the Responding Motion Record of the Respondents returnable September 11, 2025, filed; and the Supplemental Report, filed;

AND UPON hearing the submissions of counsel for the Receiver, counsel for HTC, First Source Financial Management Inc. (“**First Source**”), the Respondents, and such other counsel who were present, no one else appearing although duly served as appears from the Affidavit of Service of Lauren Archibald sworn August 27, 2025.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

LISTING AGREEMENT

3. **THIS COURT ORDERS** that the Listing Agreement be and is hereby approved and the Receiver is hereby authorized to enter into and execute the Listing Agreement, *nunc pro tunc*.

SALE PROCESS

4. **THIS COURT ORDERS** that the Sale Process set out in Schedule “B” hereto is hereby approved. The Receiver is hereby authorized to carry out the Sale Process pursuant to the terms thereof and to take such further steps as it considers necessary and desirable in carrying out its obligations thereunder, subject to prior approval of this Court being obtained before completion of any sale transaction under the Sale Process.

5. **THIS COURT ORDERS** that the Receiver and its respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Receiver, as applicable, as determined by this Court in a final order that is not subject to appeal or other review.

STALKING HORSE APS

6. **THIS COURT ORDERS** that Stalking Horse APS is hereby approved solely as the stalking horse bid in the Sale Process, provided that, nothing herein approves: (i) the acceptance and/or execution of the Stalking Horse APS by the Receiver; or (ii) the sale and the vesting of any Property to the Stalking Horse Bidder pursuant to the Stalking Horse APS, and the approval and acceptance and execution of the Stalking Horse APS and/or any sale and vesting of any such Property shall be considered by this Court on a subsequent motion made to this Court.

INTERIM RECEIPTS AND DISBURSEMENTS

7. **THIS COURT ORDERS** that the Interim R&D is hereby approved.

SEALING ORDER

8. **THIS COURT ORDERS** that the Confidential Appendices and the Unredacted Affidavit shall be sealed, kept confidential and not form part of the public record, pending completion of the Sale Process or until further Order of this Court. The Sealing Order provided for in this paragraph shall not prevent First Source from seeking to file the Confidential Appendices in connection with its application for a bankruptcy order against Helen Roman-Barber bearing Court File Number BK-25-00208761-OT31 or any other insolvency proceedings involving Helen Roman-Barber and/or King David Inc. before the Ontario Superior Court of Justice provided that, contemporaneously with First Source's filing of the Confidential Appendices, First Source shall also seek a Sealing Order in respect of the Confidential Appendices which Sealing Order shall be substantially in the same form as that provided for in this paragraph, and provided that this Order is without prejudice to any position Helen Roman-Barber may take in BK-25-00208761-OT31 (or that she or King David Inc. may take in any other proceeding (other than as to the proposed sealing order sought in any such proceedings)) including with respect to the admissibility of the Confidential Appendices and the Unredacted Affidavit in such other proceedings.

GENERAL

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any foreign jurisdiction, 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 and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, in each case 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.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date it is made without any need for entry and/or filing.

Schedule "A"
Property

PIN 03052-2346 (LT)

PART LOT 23 CON 3 (MKM) PARTS 1 & 2, PLAN 65R35097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2, PLAN 65R35097 AS IN YR665936; SUBJECT TO AN EASEMENT IN FAVOUR OF PART LOT 23, CON 3 (MKM) PARTS 3 & 4 PLAN 65R35097 AS IN YR626242; CITY OF MARKHAM

PIN 03052-2356 (LT)

PART LOT 23 CON 3 (MKM) PART 5, PLAN 65R35097 EXCEPT PART 8 PLAN 6536851; CITY OF MARKHAM

PIN 03052-2358 (LT)

PART LOT 23, CONCESSION 3 (MKM); SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 7, 8 & 14 PLAN 65R30068 AS IN YR665936 (PARTIALLY RELEASED BY YR1567872); SUBJECT TO AN EASEMENT OVER PART 6, PLAN 65R35097 IN FAVOUR OF PART LOT 23 CON 3 (MKM) PARTS 3 & 4, PLAN 65R35097 AS IN YR2616280; CITY OF MARKHAM

PIN 03052-2359 (LT)

PART LOT 23, CONCESSION 3 (MKM); SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6 & 13 PLAN 6530068 AS IN YR665936 (PARTIALLY RELEASED BY YR1567872); SUBJECT TO AN EASEMENT OVER PART 6, PLAN 65R35097 IN FAVOUR OF PART LOT 23 CON 3 (MKM) PARTS 3 & 4, PLAN 65R35097 AS IN YR2616280; CITY OF MARKHAM

Schedule "B"
Sale Process

SALE PROCESS

1. These terms and conditions, and the process described herein shall collectively be hereinafter referred to as the “**Sale Process**”.
2. For purposes hereof, “**Stalking Horse Bid**” shall mean the transaction contemplated by the stalking horse asset purchase agreement (the “**Agreement**”) between TDB Restructuring Limited in its capacity as Court appointed receiver (the “**Receiver**”) of certain real property owned by King David Inc. (the “**Debtor**”), and Home Trust Company, as purchaser (the “**Stalking Horse Purchaser**”), dated August 8, 2025.
3. The Sale Process will be administered by the Receiver, who will engage Cushman and Wakefield Inc. as its listing agent (“**Listing Agent**”). The roles and responsibilities of the Receiver and its Listing Agent are described in further detail throughout this Sale Process.
4. On September 11, 2025, the Court granted an order (the “**Sale Process Order**”) that, among other things: (a) authorized the Receiver to implement a sale process in accordance with the terms hereof; and (b) authorized and empowered the Receiver to enter into the Agreement. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Sale Process Order or the Agreement, as the case may be.
5. This Sale Process sets out the manner in which: (a) binding bids for executable transaction alternatives that are superior to the sale transaction contemplated by the Agreement involving the property of the Debtor described therein, will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought.
6. This Sale Process shall be conducted by the Receiver and its Listing Agent who shall be entitled to receive all information in relation to the Sale Process.
7. Parties who wish to have their bids considered must participate in this Sale Process as conducted by the Receiver.
8. This Sale Process will be conducted such that the Receiver and its Listing Agent will:
 - a. disseminate marketing materials and a process letter to potentially interested parties identified by the Receiver;
 - b. solicit interest from parties with a view to such interested parties entering into nondisclosure agreements in form and substance satisfactory to the Receiver in its sole discretion (each a “**NDA**”) (parties shall only obtain access to the data room and be permitted to participate in this Sale Process if they execute an NDA and agree to the additional measures that are required by the Receiver to protect competitively sensitive information);
 - c. provide applicable parties with access to a data room containing diligence information; and

- d. request that such parties (other than the Stalking Horse Purchaser) submit a binding offer meeting at least the requirements set forth in Section 10 below, as determined by the Receiver (a “**Qualified Bid**”), by the Qualified Bid Deadline (as defined below).
9. This Sale Process shall be conducted subject to the terms hereof and the following key milestones:
- a. Commencement of Sale Process: Receiver to commence the solicitation process – as soon as practicable following the granting of the Sale Process Order (the “**Commencement Date**”);
 - b. Qualified Bid Deadline: the deadline to submit a Qualified Bid – 5:00 p.m. Eastern Time on the date that is six (6) weeks following the Commencement Date (the “**Qualified Bid Deadline**”);
 - c. Selection of Successful Bid: the Receiver to review bids submitted by the Qualified Bid Deadline and determine the Successful Bid (in accordance with these procedures);
 - d. Court Approval: The Receiver will apply to Court for the Approval and Vesting Order (as defined below) – as soon as reasonably practicable following the selection (or deemed selection) of the Successful Bid; and
 - e. Closing – as soon as reasonably practicable after the Approval and Vesting Order and, in any event, no later than ten (10) Business Days after the Approval and Vesting Order (the “**Outside Date**”).
10. In order to constitute a Qualified Bid, a bid must comply with the following:
- a. it provides consideration cash consideration of at least \$29,900,000 (exclusive of any sales taxes applicable to the transaction) plus the Listing Commission¹ plus \$10,000; (the “**Consideration Value**”).
 - b. it provides for the closing of the transaction contemplated thereunder by no later than the Outside Date;
 - c. it contains:
 - i. the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equity holder(s) and/or sponsors;
 - ii. a purchase agreement duly executed and binding on the bidder;

¹ For purposes of the Sale Process, the “Listing Commission” shall mean the commission payable to the Listing Agent pursuant to the listing agreement entered into between the Receiver and the Listing Agent dated ____, 2025. Bidders should consult with the Receiver as to the applicable Listing Commission.

- iii. a redline of the purchase agreement to the Agreement;
 - iv. evidence of authorization and approval from the bidder's board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder's equity holder(s) in form and substance reasonably satisfactory to the Receiver;
 - v. disclosure of any connections or agreements with the Debtor or any of its affiliates, any known, potential, prospective bidder, or any officer, manager, director, member or known equity security holder of the Debtor or any of their affiliates; and such other information as may be reasonably requested by the Receiver;
- d. it includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until the earlier of (i) two weeks after the Qualified Bid Deadline; or (ii) notification by the Receiver that another Qualified Bid has been selected as the Successful Bid (the "Irrevocability Period").
 - e. it provides written evidence of a bidder's ability to fully fund and consummate the transaction (including financing required, if any, prior to the closing of the transaction to finance the receivership proceedings) and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full value of all cash consideration and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the bidder in connection with the Successful Bid;
 - f. it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
 - g. it is not conditional upon:
 - i. approval from the bidder's board of directors (or comparable governing body) or, if applicable, equity holder(s);
 - ii. the outcome of any due diligence by the bidder; or
 - iii. the bidder obtaining financing;
 - h. it includes an acknowledgment and representation that the bidder:
 - i. has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid;
 - ii. is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Receiver and its employees, officers, directors, agents,

advisors and other representatives, regarding the proposed transaction, this Sale Process, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed transaction documents;

- iii. is making its bid on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Receiver or any of its employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed transaction documents;
 - iv. is bound by this Sale Process and the Sale Process Order; and
 - v. is subject to the exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) (the “**Court**” with respect to any disputes or other controversies arising under or in connection with this Sale Process or its bid;
 - i. it specifies any regulatory or other third-party approvals the party anticipates would be required to complete the proposed transaction (including the anticipated timing necessary to obtain such approvals);
 - j. it is accompanied by a cash deposit (the “**Deposit**”) by wire transfer of immediately available funds equal to ten percent (10%) of the Consideration Value, which Deposit shall be retained by the Receiver in an interest bearing trust account in accordance with the terms hereof;
 - k. it includes a statement that the bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and
 - l. it is received by the Receiver by the Qualified Bid Deadline at the email addresses specified on **Schedule “A”** hereto.
11. The Qualified Bid Deadline may be extended by the Receiver, with the prior written consent of the Stalking Horse Purchaser, or by further order of the Court.
 12. The Receiver may waive compliance with any one or more of the requirements specified in Section 10 above and deem a non-compliant bid to be a Qualified Bid, provided that the Receiver shall not waive compliance with the requirements specified in Subsections 10 (a), (c), (d), (f), (h), , (k) or (m) without the prior written consent Home Trust Company (“**HTC**”), acting reasonably.
 13. Notwithstanding the requirements specified in Section 10 above, the Stalking Horse Bid, is deemed to be a Qualified Bid.

14. If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Receiver on or before the Qualified Bid Deadline, the Receiver shall review all Qualified Bids and may, in consultation with HTC, declare a Qualified Bid as the Successful Bid or seek further amendments or clarifications to any bids including the Stalking Horse Bid or establish further procedures for determining a Successful Bid, including as many rounds of bidding as determined necessary in the discretion of the Receiver. Upon completion of this process, the Receiver will select the Successful Bid.
15. If, by the Qualified Bid Deadline, no Qualified Bid (other than the Stalking Horse Bid) has been received by the Receiver, then the Stalking Horse Bid shall be deemed the Successful Bid and shall be consummated in accordance with and subject to the terms of the Agreement.
16. As soon as reasonably practicable following the selection of the Successful Bid, the Receiver, with the assistance of its advisors, shall bring a motion seeking an order, among other things, approving the Successful Bid and vesting title in the successful bidder under the Successful Bid (the “**Approval and Vesting Order**”).
17. If a Successful Bid is selected and an Approval and Vesting Order authorizing the consummation of the transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a bid, that is not selected as a Successful Bid will be returned, without interest thereon, to the applicable bidder as soon as reasonably practicable (but not later than five (5) Business Days) after the expiration of the Irrevocability Period or such earlier date as may be determined by the Receiver.
18. The Receiver shall be permitted, in its discretion, to provide general updates and information in respect of this Sale Process to any creditor (each a “**Creditor**”) on a confidential basis, upon: (a) the irrevocable confirmation in writing from such Creditor that it will not submit any bid in this Sale Process; and (b) such Creditor executing a confidentiality agreement with the Receiver, in form and substance satisfactory to the Receiver.

SCHEDULE “A” – EMAIL ADDRESSES FOR DELIERY OF BIDS

To the Receiver:

btannenbaum@tdbadvisory.ca

jberger@tdbadvisory.ca

nthurairatnam@tdbadvisory.ca

With a copy to the Receiver’s counsel:

jennifer.stam@nortonrosefulbright.com

lauren.archibald@nortonrosefulbright.com

First Source Financial Management
Inc.
Applicant

-and-

King David Inc. et al.
Respondents

Court File No.: CV-23-00710411-00CL

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

Proceeding commenced at Toronto

**ORDER
(SALE PROCESS AND STALKING HORSE)**

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