



Court File No.: CV-24-00716381-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
)
JUSTICE CAVANAGH) **THURSDAY, THE 20TH**
DAY OF NOVEMBER, 2025

BETWEEN:

1599285 ONTARIO LIMITED., RICK BERWICK, 2702749 ONTARIO INC., PETER ADAMO, CROCETTA ADAMO, ANJAY LIMITED, A-ONE AUTO INVESTMENTS INC., CINZIA SORRENTI, ELCRM HOLDINGS INC., SERGIO MOLELLA, DONALD IERFINO, PIERINA PIZZARDI, PIZZARDI INVESTMENTS, AMOND MANAGEMENT INC., SALISI INVESTMENTS INC., LORENZO ANTONINI, CARMEN ANTONINI, TINA BETTI, ANTHONY BONDI GIUSEPPA BONDI, C.P.M.C MARQUEZ HOLDINGS INC., FREDY ROSSI, 2438747 ONTARIO LIMITED, 2205633 ONTARIO LIMITED, 1620375 ONTARIO LIMITED, 1288601 ONTARIO LIMITED, AMSTEL MANUFACTURING (1993) INC., BRUCE MCKINLAY, SALISI INVESTMENTS LTD., M ANTONINI HOLDINGS INC., GABRIELE PIZZARDI, IMPERIO SA HOLDINGS INC., RONALD CHEMIJ, MARY CHEMIJ, TERRY CHEMIJ, LUBA CHEMIJ, and TAXMART INC.

Applicants

-and-

1000195736 ONTARIO LTD., 1000193772 ONTARIO LTD., and MORGIS CORPORATION

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited (“**TDB**”) in its capacity as the Court-appointed receiver (the "**Receiver**"), without security, over the assets, undertakings and

properties of the Respondents, 1000195736 Ontario Ltd., 1000193772 Ontario Ltd., and Morgis Corporation (collectively the “**Debtors**”), for an Order, *inter alia*, approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and 1001264748 Ontario Inc. as purchaser (the “**Purchaser**”), dated June 13, 2025 (the “**Sale Agreement**”), and vesting in the Purchaser the Debtors’ right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), was heard this day via Zoom videoconference.

ON READING the Motion Record of the Receiver dated August 13, 2025, the First Report of the Receiver dated August 13, 2025, containing Confidential Appendices 1, 2 and 3, including the Sale Agreement, the Factum of the Receiver dated August 22, 2025, the Aide-Memoire of the Receiver dated November 19, 2025 and on hearing the submissions of counsel for the Receiver and any such other counsel or individual as were present, no one appearing for any other person on the service list, although properly served as evidenced by the Affidavit of Wendy Lee sworn November 19, 2025, filed.

1. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Sale Agreement.

APPROVAL AND VESTING

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 Debtors' right, title, benefit and interest in and to the Property as described in the Sale Agreement and further particularized in "**Schedule B**" hereto shall vest absolutely in the Purchaser, free and clear of and from any and all encumbrances, 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 Cavanagh of the Ontario Superior Court of Justice, dated the 5th day of July, 2024; and (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 in **Schedule "D"** hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.

4. **THIS COURT ORDERS** that upon the registration in the Toronto Land Registry Office (number 66) 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 Property identified in **Schedule "B"** hereto in fee simple,

and is hereby directed to delete and expunge from title to the Property all Claims and Encumbrances as against the Property listed in **Schedule “C”**, with the exception of those listed in **Schedule “D”** 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 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of 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 Debtors and shall not be void or voidable by creditors of 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.

GENERAL

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 the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.



Schedule "A" – Form of Receiver's Certificate

Court File No.: CV-24-00716381-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

1599285 ONTARIO LIMITED., RICK BERWICK, 2702749 ONTARIO INC., PETER ADAMO, CROCETTA ADAMO, ANJAY LIMITED, A-ONE AUTO INVESTMENTS INC., CINZIA SORRENTI, ELCRM HOLDINGS INC., SERGIO MOLELLA, DONALD IERFINO, PIERINA PIZZARDI, PIZZARDI INVESTMENTS, AMOND MANAGEMENT INC., SALISI INVESTMENTS INC., LORENZO ANTONINI, CARMEN ANTONINI, TINA BETTI, ANTHONY BONDI GIUSEPPA BONDI, C.P.M.C MARQUEZ HOLDINGS INC., FREDY ROSSI, 2438747 ONTARIO LIMITED, 2205633 ONTARIO LIMITED, 1620375 ONTARIO LIMITED, 1288601 ONTARIO LIMITED, AMSTEL MANUFACTURING (1993) INC., BRUCE MCKINLAY, SALISI INVESTMENTS LTD., M ANTONINI HOLDINGS INC., GABRIELE PIZZARDI, IMPERIO SA HOLDINGS INC., RONALD CHEMIJ, MARY CHEMIJ, TERRY CHEMIJ, LUBA CHEMIJ, and TAXMART INC.

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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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (the "**Court**") dated July 5, 2024, TDB Restructuring Limited ("**TDB**") was appointed as receiver (the "**Receiver**") of the assets, undertakings and properties of 1000195736 Ontario Ltd., 1000193772 Ontario Ltd., and Morgis Corporation (collectively, the "**Debtors**") amongst others.

B. Pursuant to an Order of the Court dated November 20, 2025, the Court approved the agreement of purchase and sale made as of June 13, 2025 (the “**Sale Agreement**”) between the Receiver and 1001264748 Ontario Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of 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 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, respectively; 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].

TDB Restructuring Limited, in its capacity as Receiver of 1000195736 Ontario Ltd., 1000193772 Ontario Ltd., and Morgis Corporation, and not in its personal capacity and without personal or corporate liability

Per: _____

Name:

Title:

Schedule "B" – Legal Description of The Real Property

21169-0181 (LT)

Address: 368 and 378 Eglinton Avenue West, Toronto, Ontario

Legal Description: PCL 1-1-A SEC M256; PT LT 1 N/S EGLINTON AV BLK A PL M256 TORONTO; PT LT 2 N/S EGLINTON AV BLK A PL M256 TORONTO COMM AT A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED BY BY-LAW 11494 DISTANT 34 FT 6 1/2 INCHES MORE OR LESS WLY FROM ITS INTERSECTION WITH THE E LIMIT OF SAID LT 1; THENCE WLY ALONG SAID NLY LIMIT OF EGLINTON AV A DISTANCE OF 90 FT 5 1/2 INCHES MORE OR LESS TO A POINT; THENCE NLY PARALLEL TO THE LINE BTN SAID LOTS 1 AND 2 A DISTANCE OF 109 FT 11 INCHES MORE OR LESS TO A POINT DISTANT 120 FT NLY FROM THE SLY LIMIT OF SAID LT 2; THENCE ELY PARALLEL WITH THE SAID S LIMITS OF SAID LOTS 1 AND 2 A DISTANCE OF 125 FT MORE OR LESS TO THE E LIMIT OF SAID LT 1; THENCE SLY ALONG THE LAST MENTIONED LIMIT A DISTANCE OF 13 FT 11 INCHES MORE OR LESS TO A POINT; THENCE WLY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV A DISTANCE OF 34 FT 6 1/2 INCHES MORE OR LESS TO ITS INTERSECTION WITH THE PRODUCTION NLY OF THE CENTRE LINE OF THE PARTY WALL BTN THE BUILDINGS ERECTED ON THIS LAND AND ON LAND LYING ELY AND ADJACENT THERETO; THENCE SLY ALONG SAID PRODUCTION TO AND ALONG SAID CENTRE LINE OF WALL AND ITS PRODUCTION SLY IN ALL 96 FT MORE OR LESS TO THE POC; S/T A FREE AND UNINTERRUPTED ROW INGRESS AND EGRESS FOR PERSONS, ANIMALS AND VEHICLES THROUGH, ALONG AND UPON THAT CERTAIN PCL OF LAND DESCRIBED AS FOLLOWS: PARTS OF LOTS 1 AND 2 ON BLK A ON PL M256 AS FOLLOWS: COMM AT A POINT IN THE E LIMIT OF LT 1, 96 FT NLY FROM THE NLY LIMIT OF EGLINTON AV AS WIDENED BY BY-LAW 11494; THENCE WLY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED 125 FT; THENCE NLY PARALLEL TO THE E LIMIT OF LT 1, 12 FT; THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED 125 FT TO THE E LIMIT OF LT 1; THENCE SLY ALONG THE SAID E LIMIT 12 FT TO THE POC; PROVIDED THAT THE PROJECTIONS INCLUDING THE PROJECTION OF THE SECOND STOREY BUILDINGS SITUATE ON THE ABOVE PCL EXISTING ON THIS DATE AND A FIRE ESCAPE TO BE ERECTED IN CONNECTION THEREWITH OVER THE SAID ROW OR ANY PT THEREOF SHALL BE DEEMED NOT TO BE AN ENCROACHMENT UPON THE SAID ROW; T/W A FREE AND UNINTERRUPTED ROW, INGRESS AND EGRESS, FOR PERSONS, ANIMALS AND VEHICLES THROUGH, ALONG AND OVER THAT PT OF LT 125 ON PL M512 (BOROUGH OF E YORK) DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE ELY LIMIT OF LT 125 DISTANT 96 FT NLY FROM THE SE ANGLE OF SAID LT; THENCE WLY PARALLEL TO THE SLY LIMIT OF SAID LT, 22 FT 4 INCHES MORE OR LESS TO A POINT 77 FT 8 INCHES ELY FROM THE WLY LIMIT OF LT 124 ON SAID PL; THENCE NLY IN A STRAIGHT LINE 14 FT MORE OR LESS TO A POINT IN THE NLY LIMIT OF LT 125, 77 FT 8 INCHES ELY FROM THE NW ANGLE OF SAID LT 124; THENCE ELY ALONG THE NLY LIMIT OF LT 125, 22 FT 4 INCHES MORE OR LESS TO THE N ELY ANGLE THEREOF; THENCE SLY ALONG THE ELY LIMIT OF LT 125, 14 FT MORE OR LESS TO THE POB; T/W A FREE AND UNINTERRUPTED ROW INGRESS AND EGRESS, FOR PERSONS, ANIMALS AND VEHICLES THROUGH ALONG AND OVER PT OF LOTS

1 AND 2 ON PL M380 (CITY OF TORONTO) DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE WLY LIMIT OF LT 1, 96 FT MEASURED NLY THEREON FROM EGLINTON AV AS WIDENED UNDER BY-LAW # 11494; THENCE NLY ALONG THE SAID WLY LIMIT OF LT 1, 18 FT MORE OR LESS TO THE N WLY ANGLE THEREOF; THENCE ELY ALONG THE NLY LIMIT OF SAID LT 1, 48 FT 5 1/4 INCHES MORE OR LESS TO A POINT 1 FT 6 3/4 INCHES WLY FROM THE NE ANGLE OF LT 1; THENCE SLY ALONG A LINE WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT 5 FT ELY FROM THE SW ANGLE OF LT 2 A DISTANCE OF 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM THE POC; THENCE WLY ALONG THE SAID MENTIONED LINE 49 FT 4 3/4 INCHES MORE OR LESS TO THE POC; T/W A FREE AND UNINTERRUPTED ROW INGRESS AND EGRESS FOR PERSONS, ANIMALS AND VEHICLES THROUGH OVER AND ALONG THOSE PARTS OF LOTS 1 AND 2 ON PL M380 (CITY OF TORONTO) DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE NLY LIMIT OF LT 1, 1 FT 6 3/4 INCHES WLY THEREON FROM THE N ELY ANGLE OF LT 1; THENCE SLY ALONG A LINE WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT THEREIN 5 FT ELY FROM THE SW ANGLE OF LT 2, 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM A POINT IN THE W LIMIT OF LT 1, 96 FT NLY FROM THE N LIMIT OF EGLINTON AV AS WIDENED; THENCE N ELY IN A STRAIGHT LINE 19 FT 6 INCHES TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF LT 2 AND DISTANT 16 FT 1/2 INCH ELY THEREON FROM THE N WLY ANGLE THEREOF TO A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED DISTANT 25 FT ELY THEREON FROM ITS INTERSECTION WITH THE WLY LIMIT OF LT 2; THE SAID POINT BEING 10 FT 6 INCHES MORE OR LESS SLY ON THE SAID LINE FROM THE SAID NLY LIMIT OF LT 2; THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF LT 2, 22 FT 3 1/2 INCHES MORE OR LESS TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED 78 FT 10 INCHES WLY FROM THE SE ANGLE OF LT 3 ON SAID PL TO A POINT IN THE N LIMIT OF LT 2 DISTANT 80 FT 6 3/4 INCHES WLY THEREON FROM THE NE ANGLE OF LT 3; THENCE NLY ALONG THE SAID LAST MENTIONED LINE 10 FT 6 INCHES MORE OR LESS TO THE NLY LIMIT OF LT 2; THENCE WLY ALONG THE NLY LIMIT OF LOTS 2 AND 1, 39 FT 7 1/2 INCHES MORE OR LESS TO THE POC; TORONTO , CITY OF TORONTO

21169-0182 (LT)

Address: 366 Eglinton Avenue West, Toronto, Ontario

Legal Description: PCL 1-3-A SEC M256; PT LT 1 BLK A PL M256 TORONTO COMM AT A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED BY BY-LAW # 11494 OF THE CORPORATION OF THE CITY OF TORONTO AT THE INTERSECTION WITH THE ELY LIMIT OF THE SAID LT 1. THENCE WLY ALONG THE SAID NLY LIMIT OF EGLINTON AV 34 FT 6 1/2 INCHES MORE OR LESS TO THE INTERSECTION WITH THE PRODUCTION SLY OF THE CENTRE LINE OF THE PARTY WALL BTN THE BUILDINGS ERECTED ON THESE LANDS AND ON LAND LYING WLY AND ADJACENT THERETO. THENCE NLY ALONG THE SAID PRODUCTION TO AND ALONG THE SAID CENTRE LINE OF WALL AND ITS PRODUCTION NLY IN ALL 96 FT. THENCE ELY PARALLEL

TO THE SAID NLY LIMIT OF EGLINTON AV 34 FT 6 1/2 INCHES TO THE INTERSECTION WITH THE SAID ELY LIMIT OF LT 1. THENCE SLY ALONG THE SAID ELY LIMIT OF LT 1, 96 FT TO THE FRONT OF COMMENCEMENT; T/W A ROW OVER PARTS OF LOTS 1 AND 2 IN BLK A ON PL M256; COMM AT A POINT IN THE ELY LIMIT OF LT 1 DISTANT 96 FT MEASURED NLY THEREON FROM THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED. THENCE WLY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED 125 FT. THENCE NLY PARALLEL TO THE SAID ELY LIMIT OF LT 1, 12 FT. THENCE ELY PARALLEL TO THE NLY LIMIT OF EGLINTON AV 125 FT TO ITS INTERSECTION WITH THE SAID ELY LIMIT OF LT 1. THENCE SLY ALONG THE SAID ELY LIMIT OF LT 1, 12 FT TO THE POC. PROVIDED THAT THE PROJECTIONS INCLUDING THE PROJECTIONS OF THE SECOND STORY OF THE BUILDING SITUATE ON THE LANDS DESCRIBED IN PCL 3021 SEC K TORONTO EXISTING AT THIS DATE JULY 5, 1943 T/W THE FIRE ESCAPE ERECTED IN CONNECTION HERewith OVER THE SAID ROW OR ANY PT THEREOF SHALL BE DEEMED NOT TO BE AN ENCROACHMENT UPON THE SAID ROW; T/W A ROW OVER THAT PT OF LT 125 ON PL M512; COMM AT A POINT IN THE ELY LIMIT OF LT 125 DISTANT 96 FT MEASURED NLY THEREON FROM THE SE ANGLE OF SAID LT. THENCE WLY PARALLEL TO THE SLY LIMIT OF SAID LT 22 FT 4 INCHES MORE OR LESS TO A POINT 77 FT 8 INCHES MEASURED ELY FROM THE WLY LIMIT OF LT 124 ON SAID PL. THENCE NLY IN A STRAIGHT LINE 14 FT MORE OR LESS TO A POINT IN THE NLY LIMIT OF THE SAID LT 125 DISTANT 77 FT 8 INCHES MEASURED ELY THEREON FROM THE NW ANGLE OF LT 124. THENCE ELY ALONG THE NLY LIMIT OF LT 125, 22 FT 4 INCHES MORE OR LESS TO THE NE ANGLE THEREOF. THENCE SLY ALONG THE ELY LIMIT OF LT 125 A DISTANCE OF 14 FT MORE OR LESS TO THE POB; T/W A ROW OVER THE WLY 4 FT 6 INCHES OF LT 90 AND THE ELY 5 FT 6 INCHES OF LT 91 ON PL M512; T/W A ROW OVER PARTS OF LOTS 1 AND 2 ON PL M380; COMM AT A POINT IN THE WLY LIMIT OF LT 1 DISTANT 96 FT NLY THEREON FROM EGLINTON AV AS WIDENED BY BY-LAW # 11494. THENCE NLY ALONG THE SAID WLY LIMIT OF LT 1, 18 FT MORE OR LESS TO THE N WLY ANGLE THEREOF. THENCE ELY ALONG THE NLY LIMIT OF LT 1, 48 FT 5 1/4 INCHES MORE OR LESS TO A POINT 1 FT 6 3/4 INCHES WLY THEREON FROM THE NE ANGLE OF SAID LT 1. THENCE SLY ALONG A LINE WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT THEREIN DISTANT 5 FT ELY FROM THE SW ANGLE OF LT 2 A DISTANCE OF 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM THE POC. THENCE WLY ALONG THE SAID MENTIONED LINE 49 FT 4 3/4 INCHES MORE OR LESS TO THE POC; T/W A ROW OVER PARTS OF LOTS 1 AND 2 ON PL M380; COMM AT A POINT IN THE NLY LIMIT OF LT 1 DISTANT 1 FT 6 3/4 INCHES WLY THEREON FROM THE N ELY ANGLE OF LT 1. THENCE SLY ALONG A LINE WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT THEREON 5 FT ELY FROM THE SW ANGLE OF LT 2 AT A DISTANCE OF 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM A POINT IN THE W LIMIT OF LT 1 DISTANT 96 FT NLY FROM THE N LIMIT OF EGLINTON AV AS WIDENED. THENCE N ELY IN A STRAIGHT LINE 19 FT 6 INCHES TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF LT 2 AND DISTANT 16 FT 1/2 AN INCH MEASURED ELY THEREON FROM THE N WLY ANGLE THEREOF TO A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED, DISTANT 25 FT MEASURED ELY THEREON FROM ITS INTERSECTION WITH THE WLY LIMIT OF LT 2, THE SAID POINT

BEING DISTANT 10 FT 6 INCHES MORE OR LESS MEASURED SLY ON THE SAID LINE FROM THE SAID NLY LIMIT OF LT 2. THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF LT 2, 22 FT 3 1/2 INCHES MORE OR LESS TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED DISTANT 78 FT 10 INCHES MEASURED WLY FROM THE SE ANGLE OF LT 3 ON SAID PL TO A POINT IN THE N LIMIT OF SAID LT 2 DISTANT 80 FT 6 3/4 INCHES MEASURED WLY THEREON FROM THE NE ANGLE OF LT 3. THENCE NLY ALONG THE SAID LAST MENTIONED LINE 10 FT 6 INCHES MORE OR LESS TO THE NLY LIMIT OF LT 2. THENCE WLY ALONG THE NLY LIMIT OF SAID LT 2 AND 1, 39 FT 7 1/2 INCHES MORE OR LESS TO THE POC; CITY OF TORONTO

**Schedule “C”
Claims to be Deleted and Expunged from Title to the Property
Bearing PIN 21169-0181 (LT)**

	Instrument No.	Date	Instrument Type	Amount	Parties From	Parties To
1.	AT6082633	2022/05/18	Charge	\$33,000,000	1000195736 Ontario Ltd.	<ul style="list-style-type: none"> • Rossi, Fredy • 2438747 Ontario Limited • 2205633 Ontario Limited • 1620375 Ontario Limited • 1288601 Ontario Limited • Amstel Manufacturing (1993) Inc. • Mckinlay, Bruce • Salisi Investments Ltd. • M Antonini Holdings Inc. • Pizzardi, Gabriele
2.	AT6082634	2022/05/18	Notice of Assignment of Rents – General		1000195736 Ontario Ltd.	<ul style="list-style-type: none"> • 1288601 Ontario Limited • Amstel Manufacturing (1993) Inc. • Mckinlay, Bruce • Salisi Investments Ltd. • M Antonini Holdings Inc. • Rossi, Fredy • 2438747 Ontario Limited • 2205633 Ontario Limited • 1620375 Ontario Limited • Pizzardi, Gabriele
3.	AT6297853	2023/03/17	Notice		1000195736 Ontario Ltd.	<ul style="list-style-type: none"> • Rossi, Fredy • 2438747 Ontario Limited • 2205633 Ontario Limited • 1620375 Ontario Limited • 1288601 Ontario Limited • Amstel Manufacturing (1993) Inc. • Mckinlay, Bruce • Salisi Investments Ltd. • M Antonini Holdings Inc. • Pizzardi, Gabriele
4.	AT6297855	2023/03/17	Charge	\$4,500,000	1000195736 Ontario Ltd.	<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary

						<ul style="list-style-type: none"> • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Trilend Inc.
5.	AT6297856	2023/03/17	Notice of Assignment of Rents-General		1000195736 Ontario Ltd.	<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Trilend Inc.
6.	AT6304529	2023/03/30	Transfer of Charge		<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Trilend Inc. 	<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Taxmart Inc.
7.	AT6319026	2023/04/26	Notice	\$2	<ul style="list-style-type: none"> • 1000195736 Ontario Ltd. 	<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Taxmart Inc.
8.	AT6658375	2024/09/12	Apl Court Order		Ontario Superior Court of Justice	<ul style="list-style-type: none"> • TDB Restructuring Limited
9.	AT6457083	2023/11/09	Apl Ch Name Inst		Imperio SA Holdings	<ul style="list-style-type: none"> • Imperio SA Holdings Inc.

**Claims to be Deleted and Expunged from Title to the Property
Bearing PIN 21169-0182 (LT)**

	Instrument No.	Date	Instrument Type	Amount	Parties From	Parties To
1.	AT6078517	2022/05/13	Charge	\$33,000,000	1000193772 Ontario Ltd.	<ul style="list-style-type: none"> • 1288601 Ontario Limited • Amstel Manufacturing (1993) Inc. • Mckinlay, Bruce • Salisi Investments Ltd. • M Antonini Holdings Inc. • Pizzardi, Gabriele • Rossi, Fredy • 2438747 Ontario Limited • 2205633 Ontario Limited • 1620375 Ontario Limited
2.	AT6078518	2022/05/13	Notice of Assignment of Rents-General		1000193772 Ontario Ltd.	<ul style="list-style-type: none"> • 1288601 Ontario Limited • Amstel Manufacturing (1993) Inc. • Mckinlay, Bruce • Salisi Investments Ltd. • M Antonini Holdings Inc. • Rossi, Fredy • 2438747 Ontario Limited • 2205633 Ontario Limited • 1620375 Ontario Limited • Pizzardi, Gabriele
3.	AT6297857	2023/03/17	Charge	\$4,500,000	1000193772 Ontario Ltd.	<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Trilend Inc.
4.	AT6297858	2023/03/17	Notice of Assignment of Rents-General		1000193772 Ontario Ltd.	<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Trilend Inc.

5.	AT6658375	2024/09/12	Apl Court Order		Ontario Superior Court of Justice	<ul style="list-style-type: none">• TDB Restructuring Limited
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Schedule “D” – Permitted Encumbrances

1. Any registered reservations, restrictions, rights of way, easements or covenants that run with the Lands;
2. Any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. All Applicable Laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Lands;
4. Any minor easements for the supply of utility service to the Lands or adjacent properties;
5. Encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-laws or any other Applicable Law, by-laws or regulations which might be disclosed by a more up-to-date survey of the land and survey matters generally;
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
7. The reservations contained in the original grant from the Crown;
8. Liens for taxes if such taxes are not due and payable;
9. The following instruments:
 - (a) Instrument No. LT263283
 - (b) Instrument No. B255202
 - (c) Instrument No. B153693
 - (d) Instrument No. B281544
 - (e) Instrument No. B292570
 - (f) Instrument No. AT1659505

1599285 ONTARIO LIMITED ET AL. - and- 1000195736 ONTARIO LTD. ET AL.

Applicants

Respondents

Court File No.: CV-24-00716381-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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Lawyers for the Court-Appointed Receiver,
TDB Restructuring Limited