



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 1001264754 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 4th 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.

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

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 1001264754 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

21169-0183 (LT)

Address: 356 Eglinton Avenue West, Toronto, Ontario

Legal Description: PCL 1-2 SEC M380; PT LT 1 PL M380 TORONTO; PT LT 2 PL M380 TORONTO COMM AT THE S WLY ANGLE OF SAID LT 1; THENCE ELY ALONG THE SLY LIMITS OF LOTS 1 AND 2 - 55 FT MORE OR LESS TO A POINT IN THE SAID SLY LIMIT OF SAID LT 2 DISTANT 5 FT MEASURED ELY THEREON FROM THE S WLY ANGLE OF SAID LT 2; THENCE NLY IN A STRAIGHT LINE 113 FT 5 3/4 INCHES MORE OR LESS TO A POINT IN THE NLY LIMIT OF SAID LT 1 DISTANT 1 FT 6 3/4 INCHES MEASURED WLY THEREON FROM THE N ELY ANGLE OF SAID LT; THENCE WLY ALONG THE NLY LIMIT OF SAID LT 1 - 48 FT 5 1/4 INCHES MORE OR LESS TO THE N WLY ANGLE OF SAID LT; THENCE SLY ALONG THE WLY LIMIT OF SAID LT 1 -114 FT MORE OR LESS TO THE POC; S/T LT345020; T/W LT345020; S/T LT346559; T/W LT346559 (S/T LT263283); S/T LT350268; T/W LT350268; TORONTO ; SUBJECT TO A TEMPORARY EASEMENT AS SET IN EXPROPRIATION PLAN AS IN AT4214430; CITY OF TORONTO

21169-0184 (LT)

Address: 350 Eglinton Avenue West, Toronto, Ontario

Legal Description: PCL 1-1 SEC M380; PT LT 1 PL M380 TORONTO; PT LT 2 PL M380 TORONTO; PT LT 3 PL M380 TORONTO , IF ANY, COMM AT A POINT IN THE SLY LIMIT OF SAID LT 2 DISTANT 5 FT MEASURED ELY THEREON FROM THE S WLY ANGLE OF SAID LT; THENCE ELY ALONG THE SLY LIMIT OF SAID LT 2, BEING THE NLY LIMIT OF EGLINTON AV W, 45 FT MORE OR LESS TO A POINT DISTANT 78 FT 10 INCHES MEASURED WLY FROM THE SE ANGLE OF LT 3 ON SAID PL; THENCE NLY IN A STRAIGHT LINE 113 FT 4 1/2 INCHES MORE OR LESS TO A POINT IN THE NLY LIMIT OF SAID LT 2 DISTANT 80 FT 6 3/4 INCHES MEASURED WLY THEREON FROM THE N ELY ANGLE OF SAID LT 3; THENCE WLY ALONG THE NLY LIMITS OF SAID LOTS 2 AND 1, 39 FT 7 1/2 INCHES MORE OR LESS TO A POINT IN THE SAID NLY LIMIT OF SAID LT 1 DISTANT 1 FT 6 3/4 INCHES MEASURED WLY THEREON FROM THE N ELY ANGLE OF SAID LT; THENCE SLY IN A STRAIGHT LINE 113 FT 5 3/4 INCHES MORE OR LESS TO THE POC; 1. S/T THE RIGHT OF THE OWNERS OF PCL 2664, SEC L TORONTO, TO USE THE WLY WALL OF THE BRICK STORE BUILDINGS, INCLUDING THE FOOTINGS THEREOF SITUATED ON THE LANDS IN THE ABOVE PCL OR ANY PT THEREOF AS A PARTY WALL , TO FORM THE ELY WALL OR A PT THEREOF OF ANY BUILDING OR BUILDINGS WHICH ARE NOW OR MAY HEREAFTER BE ERECTED ON THE LANDS KNOWN AS PCL 2664, SEC L TORONTO, CONTIGUOUS WITH THE SAID WLY WALL OR ANY PT THEREOF; 2. T/W THE RIGHT TO MAINTAIN THE WLY WALL OF THE BRICK STORE BUILDINGS (INCLUDING THE FOOTINGS THEREOF) SITUATE ON THE LANDS IN THE ABOVE PCL OVER THE LANDS IMMEDIATELY ADJOINING TO THE W OF THESE LANDS IN THE POSITION NOW OCCUPIED BY THE SAID WLY WALL; THE OWNER OR OWNERS FROM TIME TO TIME EITHER OF THE PARCELS AFOREMENTIONED MAY EXTEND THE SAID WLY WALL IN A NLY DIRECTION OR

ADD TO THE HEIGHT THEREOF, AND MAY REBUILD THE SAME IN CASE OF THE PARTIAL OR TOTAL DESTRUCTION THEREOF AND WHEN ALL OR ANY PORTION OF THE SAID WLY WALL INCLUDING ANY EXT THEREOF AND ADDITION THERETO, SHALL BE USED BY SUCH AN OWNER OR OWNERS BY WHOM OR BY ANY OF WHOSE PREDECESSORS IN TITLE, THE PROPER SHARE OF THE COSTS OF CONSTRUCTION OF THE PORTION OF THE WALL SO USED WAS NOT PAID, HE, SHE OR THEY SHALL PAY TO THE PERSON OR PERSONS WHO CONSTRUCTED THE SAME OR TO HIS, OR THEIR HER, OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, ONE-HALF OF THE VALUE AT THE TIME OF SUCH USE AND THEREAFTER ONE-HALF OF THE COST OF MAINTENANCE OF THE WHOLE THICKNESS OF THE PORTION OF SUCH WALL SO USED BY HIM, HER OR THEM, AND THE SUM SO TO BE PAID SHALL, UNTIL PAID, REMAIN A CHARGE UPON THE LAND OF THE PERSON OR PERSONS LIABLE TO PAY THE SAME. AND IT IS AGREED THAT THE COVENANTS HEREIN CONTAINED SHALL RUN WITH THE LAND, BUT NO COVENANT HEREIN CONTAINED SHALL BE PERSONALLY BINDING ON ANY PERSON EXCEPT IN RESPECT OF BREACHES, DURING HIS, HER OR THEIR SEISEN OR TITLE TO THE SAID LANDS; AND IT IS FURTHER AGREED THAT WHENEVER THE SAID WLY WALL SHALL BE EXTENDED IN HEIGHT THE CHIMNEYS, IF ANY, PREVIOUSLY BUILT IN SUCH WALL SHALL BE CARRIED UP TO A PROPER HEIGHT AND ANY INJURY CAUSED BY SUCH EXT SHALL BE MADE GOOD AND SUCH EXT OF THE WALL AND CHIMNEYS SHALL BE AT THE EXPENSE OF THE PARTY MAKING THE EXT. AND IT IS AGREED THAT IF THE PARTIES CANNOT AGREE AS TO ANY VALUE ABOVE MENTIONED, THE AMOUNT THEREOF SHALL BE REFERRED TO THREE DISINTERESTED PERSONS AS VALUATORS OF WHOM THE OWNER OR OWNERS FROM TIME TO TIME OF EACH OF THE SAID PARCELS SHALL APPOINT ONE AND THESE TWO VALUATORS SHALL APPOINT A THIRD AND THE DECISION OF THE THREE SAID VALUATORS OR OF ANY TWO OF THEM IN WRITING UNDER THEIR HANDS SHALL BE BINDING ON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS; AND IT IS FURTHER AGREED THAT ANY REPAIRS, ADDITIONS OR EXTENSIONS TO THE SAID WLY WALL SHALL BE OF GOOD MATERIALS AND WORKMANSHIP AND WHEN BUILT SHALL BE AND REMAIN A PARTY WALL; 3. S/T A FREE AND UNINTERRUPTED ROW FOR THE USE OF THE OWNER OF PARCELS 2664, SEC L TORONTO, 3887, SEC K TORONTO AND 1-1-A, SEC M256, THEIR HEIRS AND ASSIGNS, INGRESS AND EGRESS FOR PERSONS, ANIMALS AND VEHICLES, THROUGH OVER AND ALONG THOSE PARTS OF LOTS 1 AND 2 ON PL M380, DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE NLY LIMIT OF LT 1, 1 FT 6 3/4 INCHES WLY 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 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 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 01/2 INCH ELY FROM THE N WLY ANGLE THEREOF TO A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED 25 FT ELY 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, 80 FT 6 3/4 INCHES WLY 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 AS IN LT346559; 4. T/W A FREE AND UNINTERRUPTED ROW, INGRESS AND EGRESS, FOR PERSONS, ANIMALS AND VEHICLES, THROUGH, ALONG AND OVER THOSE PARTS OF LOTS 1 AND 2 BLK 'A', PL M256, DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE E LIMIT OF LT 1, 96 FT NLY THEREON 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 SAID 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 OF THE BUILDING SITUATE ON PCL 1-1-A, SEC M256, EXISTING ON THIS DATE AND A FIRE ESCAPE TO BE ERRECTED IN CONNECTION THEREWITH, OVER THE SAID ROW OR ANY PT THEREOF SHALL BE DEEMED NOT TO BE AN ENCROACHMENT UPON THE SAID ROW; 5. T/W A FREE AND UNINTERRUPTED ROW, INGRESS AND EGRESS, FOR PERSONS ANIMALS AND VEHICLES, THROUGH, ALONG AND OVER THOSE PARTS OF LOTS 1 AND 2 ON PL M380, DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE WLY LIMIT OF SAID LT 1 DISTANT 96 FT 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 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 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; 6. T/W A FREE AND UNINTERRUPTED ROW OVER THE WLY 4 FT 6 INCHES OF LT 90 AND THE ELY 5 FT 6 INCHES OF LT 91 ON PL M512; 7. S/T THE RIGHT OF THE OWNER OF PCL 2664, SEC L TORONTO, TO USE (FOR THE PURPOSE OF ACCESS AND INGRESS TO AND EGRESS FROM THE LANDS COMPRISED IN SAID PCL 2664 OR ANY PT THEREOF, AND/OR THE BUILDINGS THEREON AND FOR THE TURNING OF VEHICLES USING THE ROW 3RDLY, 4THLY, 5THLY AND 6THLY ABOVE DESCRIBED) THE SPACE AT THE REAR OF THE BUILDINGS NOW SITUATED UPON THE LANDS COMPRISED IN ABOVE PCL EXTENDING NLY FROM THE NLY LIMIT AND ITS PRODUCTION ELY AND WLY OF THE SAID BUILDINGS TO THE SLY LIMIT OF THE SAID ROW 3RDLY, 4THLY, 5THLY AND 6THLY. PROVIDED ALWAYS THAT THE RIGHTS THEREBY GRANTED SHALL BE EXERCISED IN SUCH MANNER AS NOT UNREASONABLY TO INTERFERE WITH THE REASONABLE AND PROPER USE OF THE SPACE AT THE REAR OF THE RESPECTIVE BUILDINGS AFORESAID BY THE OWNER AND/OR ANY TENANT OR OCCUPANT OF ANY OF THE SAID BUILDINGS RESPECTIVELY AND/OR BY PERSONS HAVING DEALINGS WITH SUCH OWNER AND/OR ANY SUCH TENANT OR OCCUPANT AS IN LT350268; 8. T/W THE RIGHT TO USE (FOR THE PURPOSE OF ACCESS AND INGRESS TO AND EGRESS FROM THE

LANDS COMPRISED IN PCL 2665, SEC L TORONTO, OR ANY PT THEREOF AND/OR THE BUILDINGS THEREON FOR THE TURNING OF VEHICLES USING THE ROW DESCRIBED IN THE ABOVE 3RDLY, 4THLY, 5THLY AND 6THLY) THE SPACE AT THE REAR OF THE BUILDINGS NOW SITUATED UPON THE LANDS COMPRISED IN PCL 2664, SEC L TORONTO, EXTENDING NLY FROM THE NLY LIMIT OF THE SAID BUILDINGS TO THE SLY LIMIT OF THE SAID ROW DESCRIBED IN THE SAID 3RDLY, 4THLY, 5THLY AND 6THLY. PROVIDED ALWAYS THAT THE RIGHTS THEREBY GRANTED SHALL BE EXERCISED IN SUCH MANNER AS NOT UNREASONABLY TO INTERFERE WITH THE REASONABLE THE AND PROPER USE OF THE SPACE AT THE REAR OF THE RESPECTIVE BUILDINGS AFORESAID BY THE OWNER AND/OR ANY TENANT OR OCCUPANT OF ANY OF THE SAID BUILDINGS RESPECTIVELY AND/OR BY PERSONS HAVING DEALINGS WITH SUCH OWNER AND/OR ANY SUCH TENANT OR OCCUPANT; TORONTO ; SUBJECT TO A TEMPORARY EASEMENT AS SET OUT IN EXPROPRIATION PLAN AS IN AT4214429; CITY OF TORONTO

Schedule "C" –

Claims to be Deleted and Expunged from Title to the Properties Bearing
PIN 21169-0183 (LT) and 21169- 0184 (LT)

	Instrument No.	Date	Instrument Type	Amount	Parties From	Parties To
1.	AT5801727	2021/07/16	Charge	\$15,500,000	2744746 Ontario Ltd.	<ul style="list-style-type: none"> • 1599285 Ontario Limited • Berwick, Rick • 2702749 Ontario Inc. • Adamo, Peter • Adamo, Crocetta • 2494789 Ontario Inc. • A-One Auto Investments Inc. • Sorrenti, Cinzia • Elcrm Holdings Inc. • Molella, Sergio • Trilend Inc. • Ierfino, Donald • Imperio Sa Holdings Inc. • 2810056 Ontario Limited • Salisi Investments Inc. • Antonini, Lorenzo • Antonini, Carmen • Betti, Tina • 1545695 Ontario Inc. • Bondi, Anthony • Bondi, Giuseppa • C. P. M. C Marquez Holdings Inc.
2.	AT5801728	2021/07/16	Notice of Assignment of Rents - General		2744746 Ontario Ltd.	<ul style="list-style-type: none"> • 1599825 Ontario Limited • Berwick, Rick • 2702749 Ontario Inc. • Adamo, Peter • 2494789 Ontario Inc. • A-One Auto Investments Inc. • Sorrenti, Cinzia • Elcrm Holdings Inc. • Molella, Sergio • Trilend Inc, • Ierfino, Donald • Imperio Sa Holdings Inc.

						<ul style="list-style-type: none"> • 2810056 Ontario Limited • Salisi Investments Inc. • Antonini, Lorenzo • Betti, Tina • 1545695 Ontario Inc. • Bondi, Anthony • C. P. M. C. Marquez Holdings Inc. • Adamo, Crocetta • Antonini, Carmen • Bondi, Giuseppa
3.	AT5901855	2021/11/03	Transfer of Charge		<ul style="list-style-type: none"> • Imperio Sa Holdings Inc. • Trilend Inc. 	<ul style="list-style-type: none"> • Pizzardi, Pierina • Pizzardi Investments • Amond Management Inc.
4.	AT6078076	2022/05/13	Charge	\$33,000,000	2744746 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
5.	AT6117821	2022/06/28	Transfer of Charge		1545695 Ontario Inc.	<ul style="list-style-type: none"> • Ierfino, Donald • 1545695 Ontario Inc.
6.	AT6123686	2022/07/05	Transfer of Charge		2494789 Ontario Inc.	Anjay Limited
7.	AT6124974	2022/07/07	Transfer of Charge		2810056 Ontario Limited	Anjay Limited
8.	AT6206451	2022/10/20	Transfer of Charge		<ul style="list-style-type: none"> • 1599285 Ontario Limited 	<ul style="list-style-type: none"> • 1599285 Ontario Limited • Berwick, Rick

					<ul style="list-style-type: none"> • Berwick, Rick • 2702749 Ontario Inc. • Adamo, Peter • Adamo, Peter • Adamo, Crocetta • 2494789 Ontario Inc. • A-One Auto Investments Inc. • Sorrenti, Cinzia • Elcrm Holdings Inc. • Molella, Sergio • Trilend Inc. • Ierfino, Donald • Imperio Sa Holdings Inc. • 2810056 Ontario Limited • Salisi Investments Inc. • Antonini, Lorenzo • Antonini, Carmen • Betti, Tina • 1545695 Ontario Inc. • Bondi, Anthony • Bondi, Giuseppa • C .P .M .C Marquez Holdings Inc. 	<ul style="list-style-type: none"> • 2702749 Ontario Inc. • Adamo, Peter • Adamo, Crocetta • Anjay Limited • A-One Auto Investments Inc. • Sorrenti, Cinzia • Elcrm Holdings Inc. • Molella, Sergio • Pizzardi, Pierina • Pizzardi Investments • Amond Management Inc. • Ierfino, Donald • Salisi Investments Inc. • Antonini, Lorenzo • Antonini, Carmen • Betti, Tina • Bondi, Anthony • Bondi, Giuseppa • C .P .M .C Marquez Holdings Inc.
9.	AT6297854	2023/03/17	Notice	\$10	Morgis Corporation	<ul style="list-style-type: none"> • 1599285 Ontario Limited • Berwick, Rick • 2702749 Ontario Inc. • Adamo, Peter • Adamo, Crocetta

						<ul style="list-style-type: none"> • Anjay Limited • A-One Auto Investments Inc. • Sorrenti, Cinzia • Elcrm Holdings Inc. • Molella, Sergio • Pizzardi, Pierina • Pizzardi Investments • Amond Management Inc. • Ierfino, Donald • Salisi Investments Inc. • Antonini, Lorenzo • Antonini, Carmen • Betti, Tina • Bondi, Anthony • Bondi, Giuseppa • C. P. M. C Marquez Holdings Inc.
10.	AT6297859	2023/03/17	Charge	\$4,500,000	Morgis Corporation	<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Trilend Inc.
11.	AT6297860	2023/03/17	Notice of Assignment of Rents (General)		Morgis Corporation	<ul style="list-style-type: none"> • Imperio Sa Holdings • Chemij, Ronald • Chemij, Mary • Chemij, Terry • Chemij, Luba • Ierfino, Donald • Trilend Inc.
12.	AT6658375	2024/09/12	Apl Court Order		Ontario Superior Court of Justice	<ul style="list-style-type: none"> • TDB Restructuring Limited
13.	AT6296777	2023/03/16	Apl Ch Name Owner		2744746 Ontario Ltd.	<ul style="list-style-type: none"> • Morgis Corporation

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. 66R28383
 - (c) Instrument No. AT4187210
 - (d) Instrument No. AT4214429
 - (e) Instrument No. B309956
 - (f) Instrument No. B309957
 - (g) Instrument No. AT4214430
 - (h) Instrument No. AT2842567
 - (i) Instrument No. AT4078585
 - (j) S/T Instrument No. LT345020
 - (k) S/T Instrument No. LT346559
 - (l) S/T Instrument No. LT263283
 - (m) S/T Instrument No. LT350268

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