



Court File No. CV-25-00741261-00CL

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

THE HONOURABLE)
JUSTICE J. DIETRICH)

FRIDAY, THE 20TH
DAY OF FEBRUARY, 2026

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

**2301402 ONTARIO LIMITED and JAKE'S HOUSE COMMUNITY
RESIDENCES**

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

**ORDER
(Approval and Reverse Vesting Order)**

THIS MOTION, made by TDB Restructuring Limited (“**TDB**”), in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2301402 Ontario Limited (the “**Company**”) and Jake’s House Community Residences (“**JHCR**”, and together with the Company, the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors, for an order, among other things: (a) approving a Subscription Agreement dated as of February 10, 2026 (as amended), among the Receiver, as vendor and Dementia Care Holdings Inc. (the “**Purchaser**”), as purchaser (the “**Subscription Agreement**”); (b) vesting all of the Company’s rights, title and interest in and to

the Excluded Assets and Excluded Liabilities (each as defined in the Subscription Agreement) in 17704348 Canada Inc. (“**Residual Co.**”); (c) authorizing and directing the Receiver, on behalf of the Company, to file the Articles of Amendment (as defined in the Subscription Agreement); (d) authorizing and directing the Receiver to cause the Company to issue the Purchased Shares (as defined in the Subscription Agreement); (e) vesting all of the right, title and interest in and to the Purchased Shares (as defined in the Subscription Agreement) in the Purchaser, free and clear of any and all Claims and Encumbrances (each as defined in the Subscription Agreement), other than the Permitted Encumbrances; (f) cancelling all of the Equity Interests (as defined in the Subscription Agreement) for no consideration; (g) sealing the Confidential Appendices to the Second Report and to the Supplementary Report pending completion of the Transaction or further order of the Court; (h) removing the Company as a Respondent in these proceedings (the “**Receivership Proceedings**”); and (i) adding Residual Co. as a Respondent to these Receivership Proceedings, was heard this day by Zoom videoconference in Toronto, Ontario.

ON READING the Second Report of the Receiver dated February 10, 2026 (the “**Second Report**”), and the Supplement to the Second Report of the Receiver dated February 19, 2026 (the “**Supplementary Report**”), and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, and any other parties listed on the counsel slip, no one appearing for any other party, although duly served as appears from the Affidavit of Service of Karen Jones dated February 10, 2026.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record of the Receiver 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 the capitalized terms used in this Order and not otherwise defined herein shall have the meanings given to them in the Subscription Agreement and/or the Second Report, as applicable. In the event of a conflict in such defined terms, the definitions in the Subscription Agreement shall prevail.

APPROVAL AND VESTING

3. **THIS COURT ORDERS** that the Subscription Agreement and the transactions contemplated therein (the “**Transaction**”) be and are hereby approved and that the execution of the Subscription Agreement by the Receiver, on behalf of the Company, is hereby authorized, ratified and approved, with such minor amendments (including to the Schedules) as the parties thereto may deem necessary or otherwise agree to.

4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take all steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction in the sequence provided for in the Subscription Agreement.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Company and the Receiver to proceed with the Transaction, including for certainty the Implementation Steps, and that no director, shareholder, regulatory or other approval shall be required in connection therewith, save for those authorizations expressly contemplated in the Subscription Agreement.

6. **THIS COURT ORDERS** that, upon the delivery of a copy of the Receiver’s certificate substantially in the form attached as **Schedule “A”** hereto (the “**Closing Certificate**”) to the Purchaser (the time of such delivery being referred to herein as the “**Closing Time**”), the following

shall occur and shall be deemed to have occurred at the Closing Time, all in accordance with the Implementation Steps set out in the Subscription Agreement and the matters contemplated therein:

- (a) all of the Company's right, title and interest in and to the Excluded Assets and the Excluded Contracts shall vest absolutely and exclusively in Residual Co., and any and all Claims and Encumbrances (each as defined in the Subscription Agreement) shall continue to attach to the Excluded Assets, the Excluded Contracts and to the Cash Consideration in accordance with paragraph 9 of this Order, with the same nature and priority as they had immediately prior to the transfer;
- (b) all Excluded Liabilities shall be channeled to, assumed by and vest absolutely and exclusively in Residual Co., such that the Excluded Liabilities shall become the obligations of Residual Co., and shall no longer be obligations of the Company, and all of the Company's assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate (including, for certainty, the Retained Assets and including property held in trust for the Company, the "**Company's Property**"), shall be and are hereby forever released and discharged from such Excluded Liabilities and all Claims and all Encumbrances affecting or relating to the Company's Property are hereby expunged and discharged as against the Company's Property;
- (c) the Retained Assets will be retained by the Company, free and clear of and from any and all Claims and/or Encumbrances (other than the Permitted Encumbrances listed in **Schedule "B"** hereto), and all Encumbrances (other than the Permitted Encumbrances) affecting or relating to the Retained Assets are hereby expunged and discharged as against the Retained Assets;

- (d) the Articles of Amendment shall be filed by the Receiver with the applicable Government Authority;
- (e) in consideration for the Purchase Price, the Receiver shall cause the Company to issue the Purchased Shares to the Purchaser, and all of the right, title and interest in and to the Purchased Shares shall transfer and vest absolutely in the Purchaser, and the Company's Property will be retained by the Company, subject to the Permitted Encumbrances, free and clear of and from any and all Claims and/or Encumbrances (each as defined in the Subscription Agreement) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any Order of the Court in these Receivership Proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) (the "PPSA") or any other personal property registry systems;
- (f) all Equity Interests of the Company outstanding prior to the issuance of the Purchased Shares, including all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person which are convertible or exchangeable for any securities of the Company or which require the issuance, sale or transfer by the Company, of any shares or other securities of the Company and/or the share capital of the Company, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration;
- (g) the Closing shall have deemed to have occurred;

- (h) any and all Liabilities arising from or relating to: (i) the Transaction; and (ii) the transfer of the Excluded Assets and Excluded Liabilities to Residual Co. shall be channeled to, assumed by and vested absolutely and exclusively in Residual Co. and the Company shall have no obligations in connection with such Liabilities; and
- (i) the Company shall cease to be a Respondent in these Receivership Proceedings, and the Company shall be deemed released from the purview of all Orders of this Court granted in respect of these Receivership Proceedings, save and except for this Order, the provisions of which (as they relate to the Company) shall continue to apply in all respects.

7. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Closing Certificate, forthwith after delivery thereof in connection with the Transaction.

8. **THIS COURT ORDERS** that the Receiver may rely on written notice from the Purchaser regarding the satisfaction and/or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery and filing of the Closing Certificate.

NATURE AND PRIORITY OF CLAIMS

9. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Closing Certificate, subject to the payment of the Purchase Price, all Claims and Encumbrances released, expunged and discharged pursuant to this Order, including as against the Company and Retained Assets, shall attach to Residual Co. and the Excluded Assets, in each case, with the same nature and priority as they had immediately prior to the Transaction, as if the Transaction had not occurred.

PERSONAL INFORMATION

10. **THIS COURT ORDERS** that, pursuant to subsection 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Receiver is authorized, permitted and directed to, at the Closing Time, disclose to the Purchaser all human resources and payroll information in the Company's records pertaining to past and current employees of the Company. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Company prior to the Closing.

PROCEEDINGS AGAINST THE COMPANY BARRED

11. **THIS COURT ORDERS** that, from and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Liabilities or Excluded Contracts and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

POST-CLOSING LIABILITIES & EXCLUDED LIABILITY CLAIM

12. **THIS COURT ORDERS** that, from and after the Closing Time:

- (a) the nature of the Retained Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transaction or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to Residual Co.;
- (c) any Person that prior to the Closing Time had a valid right or claim against the Company under or in respect of any Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such a right or claim against the Company or the Company’s Property, but will have an equivalent Excluded Liability Claim against Residual Co., in respect of the Excluded Contracts, Excluded Liability or Excluded Assets from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against Residual Co.; and
- (d) the Excluded Liability Claim of any Person against Residual Co. following the Closing Time shall have the same rights, priority, and entitlement as against Residual Co. as such Excluded Liability Claim had against the Company prior to the Closing Time.

DISCHARGING CLAIMS AND ENCUMBRANCES

13. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Middlesex (No. 33) (the “**LRO**”) of an Application to Amend Based on Court Order in the form prescribed by the *Land Titles Act* (Ontario), the LRO is hereby directed

to delete and expunge from title to the Real Property (as defined in **Schedule “C”** hereto) all of the Encumbrances listed in **Schedule “C”** hereto.

14. **THIS COURT ORDERS** that, upon the delivery of the Closing Certificate to the Purchaser, the Receiver shall be authorized and directed to take all such steps as may be necessary to effect the discharge of any Encumbrances (other than the Permitted Encumbrances listed in **Schedule “B”** hereto) which are evidenced by registrations pursuant to the PPSA or any other personal property registry systems as against the Retained Assets, including without limitation by filing such financing change statements in the Ontario Personal Property Registry and any related registries as may be necessary to effect same.

RESIDUAL CO. AS RESPONDENT

15. **THIS COURT ORDERS** that, as of the Closing Time, Residual Co. shall be added as a Respondent in these Receivership Proceedings and all references in any Order of this Court in respect of these Receivership Proceedings to: (i) “Respondents”, the “Debtors”, or the “Company” shall refer to and include Residual Co., *mutatis mutandis*; and (ii) “Property” shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof, of Residual Co. (collectively, the “**Residual Co. Property**”), and, for greater certainty, the charge established under paragraph 21 under the Order of Justice Jane Dietrich dated May 14, 2025 (the “**Appointment Order**”) shall constitute a charge on the Residual Co. Property.

16. **THIS COURT ORDERS** that nothing in this Order affects the fact that the Company is and shall remain subject to these Receivership Proceedings until Closing Time.

STYLE OF CAUSE CHANGE

17. **THE COURT ORDERS** that following the Closing Time, the style of cause of these Receivership Proceedings shall be and is hereby changed to:

MARSHALLZEHR GROUP INC.

Applicant

- and -

**17704348 CANADA INC. and JAKE'S HOUSE COMMUNITY
RESIDENCES**

Respondents

IMPLEMENTATION STEPS

18. **THIS COURT ORDERS** that in completing the Transaction contemplated in the Implementation Steps, the Receiver is hereby authorized:

- (a) to execute and deliver any documents and assurances governing or giving effect to the Implementation Steps as the Receiver and the Purchaser, in their discretion may deem to be reasonably necessary or advisable to conclude the Implementation Steps, including the execution of such deeds, contracts, or documents as may be contemplated in the Subscription Agreement and all such deeds, contracts, or documents are hereby ratified, approved, and confirmed; and
- (b) to take such steps as are, in the opinion of the Receiver and the Purchaser, necessary or incidental to the implementation of the Implementation Steps.

SEALING ORDER

19. **THIS COURT ORDERS** that the Confidential Appendices to the Second Report be and are hereby sealed pending the completion of the Transaction or further order of the Court.

20. **THIS COURT ORDERS** that the Confidential Appendices to the Supplementary Report dated February 19, 2026 be and are hereby sealed until further order of the Court.

CORPORATE FILINGS

21. **THIS COURT ORDERS** that the Receiver be and is hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Implementation Steps and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Implementation Steps.

22. **THIS COURT ORDERS** that the Director appointed pursuant to the CBCA is hereby authorized and directed to accept and receive any articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Implementation Steps contemplated in the Subscription Agreement, filed by either the Receiver, the Company, or Residual Co., as the case may be.

23. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these Receivership Proceedings;
- (b) any applications or motions for a bankruptcy order now or hereafter issued pursuant to the BIA or any similar legislation in respect of the Debtors or Residual Co., and any bankruptcy order issued pursuant to any such applications or motions; and
- (c) any assignment in bankruptcy made in respect of the Debtors or Residual Co.;

the Subscription Agreement, the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts, and Excluded Liabilities in and to Residual Co., the vesting of the Purchased Shares in and to the Purchaser, any payment of the Priority Payment Amount, and any payments by or to the Purchaser, the Company, Residual Co., or the Receiver authorized herein, or pursuant to the Subscription Agreement) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and/or Residual Co. and shall not be void or voidable by creditors of the Debtors or Residual Co., as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal, provincial or foreign legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal, provincial or territorial legislation.

RESIDUAL CO. MATTERS

24. **THIS COURT ORDERS** that, following the Closing Time, the Receiver shall be authorized, but not obliged, to file an assignment in bankruptcy pursuant to the BIA for and on behalf of Residual Co., naming TDB or another Licensed Insolvency Trustee as trustee in

bankruptcy, and to take all such steps as are necessary to make the assignment in bankruptcy and commence proceedings under the BIA.

25. **THIS COURT ORDERS** that notwithstanding any provisions in the *Canada Business Corporations Act* or any other applicable statute, the first director and officer of Residual Co. (the “**First Director**”) shall be entitled to tender his resignation as a director and officer upon Residual Co. becoming subject to these receivership proceedings.

26. **THIS COURT ORDERS** that the First Director shall not incur any liability as a result of becoming a director or officer of Residual Co., save and except for any liability or obligation incurred as a result of fraud, gross negligence, or wilful misconduct on his part.

PROTECTIONS FOR RECEIVER

27. **THIS COURT ORDERS** that the Receiver, its directors, officers, employees and representatives are not, and shall not be deemed to be, a director, officer or employee of the Company or of Residual Co. *de facto* or otherwise.

28. **THIS COURT ORDERS** that the Receiver, its directors, officers, employees and representatives shall incur no liability or obligation, personally or otherwise, as a result of acting in accordance with this Order, save and except for any liability arising as a direct result of the gross negligence or wilful misconduct on their part.

29. **THIS COURT ORDERS** that notwithstanding the release of the Company from the purview of these Receivership Proceedings, the Receiver shall continue to have the benefit of any and all rights and approvals and protections in favour of the Receiver at law or pursuant to the

BIA, the Appointment Order or otherwise, including all approvals, protections and stays of proceedings in favour of the Receiver, all of which are expressly continued and confirmed.

GENERAL

30. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and those of any other Order of this Court, the provisions of this Order shall govern.

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

32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist the Company, the Receiver, and their respective 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 Company and to the Receiver, as an officer of this court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Company and the Receiver and their respective agents in carrying out the terms of this Order.

33. **THIS COURT ORDERS** that each of the Company and the Receiver be at liberty and are 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, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these Receivership Proceedings recognized in a jurisdiction outside Canada. All courts, tribunals, and administrative bodies of all

such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, the Company, and/or Residual Co. as may be deemed necessary or appropriate for that purpose.

A handwritten signature in black ink is positioned above a solid horizontal line. The signature consists of a large, stylized initial 'J' followed by a series of connected, wavy lines that form the rest of the name.

**SCHEDULE “A”
FORM OF RECEIVER’S CLOSING CERTIFICATE**

Court File No. CV-25-00741261-00CL

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

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

**2301402 ONTARIO LIMITED and JAKE’S HOUSE COMMUNITY
RESIDENCES**

Respondents

CLOSING CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Jane Dietrich of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 14, 2025, TDB Restructuring Limited (“**TDB**”) was appointed as the receiver (the “**Receiver**”) of the assets, undertakings and properties of the 2301402 Ontario Limited (the “**Company**”) and Jake’s House Community Residences (collectively, the “**Debtors**”).
- B. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Reverse Vesting Order of this Court dated February 20, 2026 (the “**ARVO**”).

C. Pursuant to the ARVO, the Court approved the Subscription Agreement dated February 10, 2026 (the “**Subscription Agreement**”) entered into by and between the Receiver, as vendor, and Dementia Care Holdings Inc. (the “**Purchaser**”), as purchaser, and: (i) vested all of the Company’s right, title and interest in and to the Excluded Assets, Excluded Contracts, and Excluded Liabilities (each as defined in the Subscription Agreement) in 17704348 Canada Inc. (“**Residual Co.**”); (ii) authorized and directed the Receiver, on behalf of the Company, to file the Articles of Amendment (as defined in the Subscription Agreement); (iii) authorized and directed the Receiver to cause the Company to issue the Purchased Shares (as defined in the Subscription Agreement); (iv) vested all of the right, title and interest in and to the Purchased Shares (as defined in the Subscription Agreement) in the Purchaser, free and clear of any and all Claims and Encumbrances (as defined in the Subscription Agreement), other than the Permitted Encumbrances; (v) cancelled all of the Equity Interests (as defined in the Subscription Agreement) for no consideration; (vi) removed the Company as a Respondent in these Receivership Proceedings; and (vii) added Residual Co. as a Respondent to these Receivership Proceedings, with such vesting, cancellation and issuance being effective upon the delivery by the Receiver to the Purchaser of a certificate confirming satisfaction or waiver of the closing conditions under the Subscription Agreement and completion of the transaction contemplated thereby to the satisfaction of the Receiver.

THE RECEIVER HEREBY CERTIFIES the following:

1. The Purchaser has satisfied the Purchase Price under the Subscription Agreement;

2. The conditions to Closing as set out in Article 7 of the Subscription Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver on [●], 2026.

**TDB Restructuring Limited., in its capacity
as Receiver of 2301402 Ontario Limited and
Jake's House Community Residences, and
not in its personal capacity**

Per: _____

Name:

Title:

**SCHEDULE “B”
PERMITTED ENCUMBRANCES**

1. Any registered reservations, restrictions, rights of way, easements or covenants that run with the Real Property.
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 Real Property.
4. Any minor easements for the supply of utility service to the Real Property or adjacent properties.
5. Encroachments disclosed by any errors or omissions in existing surveys of the Real Property 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, but only if such Taxes accrue, and become due and payable after the Closing Date.
9. PPSA File No. 698074785, bearing Registration No. 20140716 1547 1862 6577 granted by the Company in favour of MarshallZehr Group Inc. (“MZ”).

In regard to that portion of the Real Property legally described in PIN 09702-0291 (LT):

1. Instrument No. ER938718, being a Transfer / Deed of Land granted by John Edward Petrie and Julie Melissa Petrie to the Company registered on July 11, 2014; and
2. Instrument No. ER1223248, being a Deeming By-Law made by The Corporation of the Township of Lucan Biddulph (the “**Deeming By-Law**”) registered on March 6, 2019.

In regard to that portion of the Real Property legally described in PIN 09702-0292 (LT):

1. Instrument No. ER791817, being a Transfer / Deed of Land granted by from Fincore Consulting Inc. to the Company registered on October 17, 2011; and
2. Instrument No. ER1223247, being the Deeming By-Law registered on March 6, 2019.

In regard to that portion of the Real Property legally described in PIN 09702-0293 (LT):

1. Instrument No. 704419, being a Site Plan Agreement with the Corporation of the Village of Lucan registered July 5, 1985; and
2. Instrument No. ER791818, being a Transfer / Deed of Land from 1343975 Ontario Inc. to the Company registered on October 17, 2011.

In regard to that portion of the Real Property legally described in PIN 09702-0294 (LT):

1. Instrument No. ER940936, being a Transfer / Deed of Land from 2233525 Ontario Inc. to the Company registered on July 25, 2014; and
2. Instrument No. ER1223248, being the Deeming By-Law registered on March 6, 2019.

In regard to that portion of the Real Property legally described in PIN 09702-0295 (LT):

1. Instrument No. ER1183303, being a Transfer / Deed of Land from Brenda Lynn Thomson and David Graham Thomson to the Company registered on July 30, 2018.

**SCHEDULE “C”
ENCUMBRANCES TO BE EXPUNGED**

In respect of the following real properties (collectively, the “**Real Property**”):

Municipal Address: 133 Main Street, Lucan, Ontario
PIN: 09702-0295 (LT)
Legal Description: LT 260, PL 188; LUCAN BIDDULPH TWP;

Municipal Address: 135 Main Street, Lucan, Ontario
PIN: 09702-0294 (LT)
Property Description: LT 259, PL 188; LUCAN BIDDULPH TWP;

Municipal Address: 139 Main Street, Lucan, Ontario
PIN: 09702-0293 (LT)
Property Description: LTS 257 & 258, PL 188; LUCAN BIDDULPH TWP;

Municipal Address: 141 Main Street, Lucan, Ontario
PIN: 09702-0292 (LT)
Property Description: LT 256, PL 188; LUCAN BIDDULPH TWP;

Municipal Address: 143 Main Street, Lucan, Ontario
PIN: 09702-0291 (LT)
Property Description: LTS 254 & 255, PL 188; LUCAN BIDDULPH TWP;

the deletion and expungement of the following Encumbrances from title thereto:

In regard to that portion of the Real Property legally described in PINs 09702-0291 (LT), 09702-0292 (LT), 09702-0293 (LT), and 09702-0294 (LT):

1. Instrument No. ER940952, being a Charge / Mortgage of Land (the “**First Charge**”) in the principal amount of \$11,000,000 registered in favour of MZ on July 25, 2014;
2. Instrument No. ER940953, being a Notice of Assignment of Rents (General) relating to the First Charge registered on July 25, 2014;
3. Instrument No. ER940954, being a Charge / Mortgage of Land (the “**Second Charge**”) in the principal amount of \$4,500,000 registered in favour of MZ on July 25, 2014;
4. Instrument No. ER940955, being a Notice of Assignment of Rents (General) relating to the Second Charge registered on July 25, 2014;
5. Instrument No. ER1286485, being a Notice of Charge Amending Agreement relating to the First Charge (the “**First Charge Amendment**”) registered on February 5, 2020;
6. Instrument No. ER1286486, being a Notice of Charge Amending Agreement relating to the Second Charge (the “**Second Charge Amendment**”) registered on February 5, 2020;

7. Instrument No. ER1286491, being a Charge / Mortgage of Land (the “**Third Charge**”) in the principal amount of \$15,000,000 registered in favour of MZ on February 5, 2020;
8. Instrument No. ER1286492, being a Notice of Assignment of Rents (General) relating to the Third Charge registered on February 5, 2020;
9. Instrument No. ER1286705, being a Postponement of the Second Charge Amendment to the First Charge Amendment registered on February 5, 2020;
10. Instrument No. ER1286706, being a Postponement of the Third Charge to the Second Charge Amendment registered on February 5, 2020; and
11. Instrument No. ER1286707, being a Postponement of the Third Charge to the First Charge Amendment registered on February 5, 2020.

In regard to that portion of the Real Property legally described in PIN 09702-0295 (LT):

1. Instrument No. ER1286487, being a Charge / Mortgage of Land (the “**Collateral First Charge**”) in the principal amount of \$20,000,000 registered in favour of MZ on February 5, 2020;
2. Instrument No. ER1286488, being a Notice of Assignment of Rents (General) relating to the Collateral First Charge registered on February 5, 2020;
3. Instrument No. ER1286489, being a Charge / Mortgage of Land (the “**Collateral Second Charge**”) in the principal amount of \$10,000,000 registered in favour of MZ on February 5, 2020;
4. Instrument No. ER1286490, being a Notice of Assignment of Rents (General) relating to the Collateral Second Charge registered on February 5, 2020;
5. Instrument No. ER1286491, being the Third Charge registered on February 5, 2020;
6. Instrument No. ER1286492, being a Notice of Assignment of Rents (General) relating to the Third Charge registered on February 5, 2020;
7. Instrument No. ER1286708, being a Postponement of the Second Collateral Charge to the First Collateral Charge registered on February 5, 2020;
8. Instrument No. ER1286709, being a Postponement of the Third Charge to the First Collateral Charge registered on February 5, 2020; and
9. Instrument No. ER1286710, being a Postponement of the Third Charge to the Second Collateral Charge registered on February 5, 2020.

In regard to the Real Property, being legally described in PINs 09702-0291 (LT), 09702-0292 (LT), 09702-0293 (LT), 09702-0294 (LT) and 09702-0295 (LT):

1. Instrument No. ER1491420, being a Notice of Change of Address for Service registered by MZ on September 26, 2022; and
2. Instrument No. ER1628516, being an Application to Register Court Order appointing TBD as Receiver registered on May 14, 2025.

MARSHALLZEHR GROUP INC.

-and-

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**

Applicant

Respondents

Court File No. CV-25-00741261-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(Approval and Reverse Vesting Order)

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Harvey Chaiton (LSO No. 21592F)

Tel: (416) 218-1129
Email: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)

Tel: (416) 218-1137
Email: dafroz@chaitons.com

Malecha Anwar (LSO No. 92961B)

Tel: (416) 218-1128
Email: MAnwar@chaitons.com

**Lawyers for TDB Restructuring Limited, in its capacity
as Court-Appointed Receiver**