

the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43., as amended, for an order approving the sale transaction (the “**Transaction**”) of property located at 942 – 944 2nd Avenue East in Owen Sound, Ontario (the “**Property**”) as contemplated in an agreement of purchase and sale dated August 22, 2025 (the “**Sale Agreement**”) between the Receiver and Kepler Real Estate Inc. (the “**Purchaser**”) and appended as Appendix “H” to the First Report of the Receiver dated November 12, 2025 (the “**First Report**”), and vesting in the Purchaser all right, title and interest in and to the Property, was heard this day at the Court House, 611-9th Avenue East, Owen Sound, Ontario.

ON READING the First Report of the Receiver, the Supplemental Report to the First Report of the Receiver dated November 20, 2025, and the Affidavit of Tiegan Kilbridge sworn November 24, 2025, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the Affidavits of Service of Tiegan Kilbride sworn November 13, 21 and 24, 2025,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and are hereby abridged and validated such that this motion is properly returnable this day and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the unredacted version of Sale Agreement filed with the Court as Confidential Appendix “C” to the First Report, shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all other contents of the Court File in a separately sealed envelope on which is affixed is a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

The Sale Agreement shall be sealed until the earlier to the completion of the Transaction or further order of the Court.

3. **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 Property to the Purchaser.

4. **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 the Debtor's right, title and interest in and to the Property described in the Sale Agreement (and listed on **Schedule B** hereto) shall vest absolutely in the Purchaser, free and clear of and from any and all 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, including those created by the Order of the Honourable Justice I. Bloom dated November 20, 2024; (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 on **Schedule “D”**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Grey County (No. 16) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act* and/or the *Registry Act*, as the case may be, the Land Registrar is hereby directed to enter “KEPLER REAL ESTATE INC.” 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 of the Claims listed in **Schedule “C”** hereto.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property shall stand in the place and stead of the Property, 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 Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

8. **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 the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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.

9. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of section 6(3) of the *Retail Sales Act* (Ontario).

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



Derstine J.

Schedule A – Form of Sale’s Officers Certificate

Court File No.: CV-24-00000236-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

KINDRED CREDIT UNION LIMITED

Applicant

- and -

10603503 CANADA INC., 11393251 CANADA INC. and 11393235 CANADA INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

RECIEVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice I. Bloom of the Ontario Superior Court of Justice (the "**Court**") dated November 20, 2024, Albert Gelman Inc. was appointed as the Receiver (the "**Receiver**") of all the assets, undertakings and properties of 10603503 Canada Inc., 11393251 Canada Inc. and 11393235 Canada Inc. (collectively the "**Debtor**") acquired for, or used in relation to business carried on by the Debtor, including the real property municipally described as 942 – 944 2nd Avenue East in Owen Sound, Ontario (the "**Property**").

B. Pursuant to an Order of the Court dated November 26, 2025, the Court approved the agreement of purchase and sale made as of August 22, 2025 (the "**Sale Agreement**") between the Receiver and Kepler Real Estate Inc. (the "**Purchaser**") of the Debtor’s right, title and interest in and to the Property, which vesting is to be effective with respect to the Property 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 Property; and (ii) the sale 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 Property payable on the Closing Date pursuant to the Sale Agreement; and
- 2. The Transaction has been completed to the satisfaction of the Receiver.
- 3. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

ALBERT GELMAN INC., in its capacity as Receiver of the property of 10603503 Canada Inc., 11393251 Canada Inc. and 11393235 Canada Inc., not in its personal capacity

Per: _____
Name:
Title:

Schedule B – Purchased Assets (the Property)

LRO #16

Firstly:

PIN 37074-0425 (LT)

PT LT 4 W/S POULETT ST PL OWEN SOUND AS IN R278636; OWEN SOUND

and municipally known as 942 – 944 2nd Avenue East in Owen Sound, Ontario

Secondly:

PIN 37074-0539 (R)

PT RIVER FRONTAGES ON E/S OF THE RIVER SYDENHAM PL OWEN SOUND LYING BTN THE REAR OF THE TOWN LOTS FRONTING ON THE W SIDE OF POULETTE ST FROM LT 1 TO 24; OWEN SOUND

Schedule C – Claims to be deleted and expunged from title to Property**From PIN 37074-0425 (LT):**

1. Instrument No. GY187766 registered June 15, 2020 being a Transfer from 2391628 Ontario Ltd. to 11393251 Canada Inc.
2. Instrument No. GY237687 registered December 15, 2022 being a Charge from 11393251 Canada Inc. to Kindred Credit Union Limited.
3. Instrument No. GY237688 registered December 15, 2022 being a Notice of Assignment of Rents (General) from 11393251 Canada Inc. to Kindred Credit Union Limited.
4. Instrument No. GY238084 registered December 22, 2022 being a Charge from 11393251 Canada Inc. to 2391628 Ontario Ltd.
5. Instrument No. GY238681 registered January 17, 2023 being a Charge from 11393251 Canada Inc. to Christina Kerr.
6. Instrument No. GY238682 registered January 17, 2023 being a Notice of Assignment of Rents (General) from 11393251 Canada Inc. to Christina Kerr.
7. Instrument No. GY238925 registered January 23, 2023 being a Postponement from 2391628 Ontario Ltd. to Christina Kerr.
8. Instrument No. GY239636 registered February 15, 2023 being a Notice of Change of Address from Christina Kerr.
9. Instrument No. GY265642 registered November 21, 2024 being an Application to Register Court Order from the Ontario Superior Court of Justice to Albert Gelman Inc.

PIN 37074-0539 (R):

1. Instrument No. R565505 registered June 18, 2020 being a Charge from 11393251 Canada Inc. and 11393235 Canada Inc. to 2391628 Ontario Ltd.
2. Instrument No. R565926 registered February 20, 2024 being a Charge from 11393251 Canada Inc. to Kindred Credit Union Limited.
3. Instrument No. 566005 registered November 22, 2024 being a Court Order from Ontario Superior Court of Justice to Albert Gelman Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to
the Property
(unaffected by the Vesting Order)**

The exceptions and qualifications set out in Section 44(1) (other than clause 11 thereof) of the *Land Titles Act* (Ontario), including the rights of any person who would, but for the Land Titles be entitled to the land or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention and any lease to which subsection 70(2) of the *Land Titles Act* (Ontario) applies.

Any inchoate lien for municipal realty taxes, public utility charges or other governmental charges or levies accrued but not yet due and payable or, if due and payable, are adjusted for on closing.

Any and all interest (including liens, charges, adverse claims, security interests or other encumbrances) of any nature whatsoever now or hereafter claimed or held by His Majesty the King in Right of Canada, His Majesty the King in Right of any province of Canada, or by any other governmental department, agency or authority under or pursuant to any applicable legislation, statute or regulation and which do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

Any municipal by-laws or regulations affecting the Property or its use, and any other municipal land use instrument including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom and all applicable building codes provided same have in each case been complied with in all material respects to the Closing Date and which do not materially impair the use or operation of any part of the Property for the purposes for which it is being used as of the execution date.

Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner that do not, in the aggregate, materially impair the servicing, development, construction, operating, occupation, use, management, marketability or value of the Property.

Any subsisting reservations, limitations, provisos, conditions or executions, including royalties, contained in the original grant of the Property from the Crown.

Any interest of any nature whatsoever that are recorded under the *Railway Act* (Canada) or the *Railways Act* (Ontario).

Any and all licences, easements, rights-of-way, rights in the nature of easements and

agreements with respect thereto including, without limitation, agreements, easements, licences, rights-of-way and interest in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables provided each have been complied with in all material respects and do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

All applicable laws, including municipal, provincial or federal statutes, by laws, regulations or ordinances including any charge, trust, priority or preference given to or in favour of the Crown, Crown agents or municipalities pursuant thereto.

Those specific instruments more particularly set out below.

PERMITTED ENCUMBRANCES (SPECIFIC)

PIN 37074-0425 (LT):

1. Plan of Subdivision registered as Instrument No. PLSYDENHM1 on January 1, 1847.
2. Bylaw registered as Instrument No. R288317 on March 2, 1990.
3. Agreement registered as Instrument No. R292890 on July 4, 1990.
4. Agreement registered as Instrument No. R293819 on August 2, 1990.
5. Agreement registered as Instrument No. R528488 on September 5, 2006.

PIN 37074-0539 (R):

1. Plan of Subdivision registered as Instrument No. PLSYDENHM1 on January 1, 1847.
2. All deeds and other documents (such as Quit Claim Transfers) evidencing chain of title.
3. Bylaw registered as Instrument No. R565775 on November 16, 2022 from The Corporation of the City of Owen Sound.

KINDRED CREDIT UNION LIMITED
Applicant

and

10603503 CANADA INC.,
Respondents

Court File No. CV-24-00000236-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at
OWEN SOUND

ORDER

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