

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE NOTICES OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD INC. AND 33 LAIRD
GP INC., CORPORATIONS INCORPORATED UNDER THE
ONTARIO *BUSINESS CORPORATIONS ACT*, AND 33 LAIRD
LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP
FORMED UNDER THE ONTARIO *LIMITED
PARTNERSHIPS ACT***

**RESPONDING MOTION RECORD OF 33 LAIRD INC.,
33 LAIRD GP INC., AND 33 LAIRD LIMITED PARTNERSHIP
(cross-motion returnable July 6, 2021)**

June 29, 2021

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**ONTARIO
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TAB 1

Order of Conway J. dated December 16, 2021

Estate No. 31-2693094

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

THE HONOURABLE MADAM)	WEDESNDAY, THE 16 TH
)	
JUSTICE CONWAY)	DAY OF DECEMBER, 2020

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF 33 LAIRD INC. A
CORPORATION INCORPORATED UNDER THE
ONTARIO *BUSINESS CORPORATIONS ACT***

**ORDER
(procedural consolidation, extension of time to file a proposal,
debtor-in-possession charge)**

THIS MOTION made by 33 Laird Inc. (the “**Nominee**”) for an order (i) directing procedural consolidation of certain estate and court files, (ii) extending the time to file a proposal and (iii) granting a debtor in possession financing charge, was heard this day at 330 University Ave., Toronto, by videoconference due to COVID-19.

ON READING the affidavit of Jason L.S. Birnboim sworn December 10, 2020 (the “**Birnboim Affidavit**”) and the First Report of MNP Ltd. in its capacity as proposal trustee for the Nominee (in such capacity, the “**Trustee**”) dated December 11, 2020 (the “**First Report**”) and upon hearing the submissions of counsel for the Nominee and the Trustee as well as those other parties present, as indicated in the counsel slip, no other parties being present although duly served as appears from the affidavit of service, filed:

NOTICE AND SERVICE

1. **THIS COURT ORDERS** that the time for service of the motion record in respect of this motion and the First Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

PROCEDURAL CONSOLIDATION

2. **THIS COURT ORDERS** that, without prejudice to the right of any party to seek or oppose substantive consolidation in respect of any or all of the following proceedings:

- (a) the present proceeding,
 - (b) the matter of the notice of intention to make a proposal of 33 Laird GP Inc. (“GP”), Estate and Court File No. 31-2693092, and
 - (c) the matter of the notice of intention to make a proposal of 33 Laird Limited Partnership (“LP”), Estate and Court File No. 31-2693095,
- (collectively, the “**NOI Proceedings**”)

the NOI Proceedings shall be procedurally consolidated and the Trustee shall be authorized and directed to administer the NOI Proceedings on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as trustee under the *Bankruptcy and Insolvency Act* (the “**BIA**”), including, without limitation, the following:

- (d) sending notices to creditors of the Nominee, GP and LP (collectively, the “**NOI Entities**”) pursuant to one consolidated notice;
- (e) calling and conducting any meetings of creditors of the NOI Entities pursuant to one combined advertisement and one meeting;
- (f) issuing consolidated reports in respect of the estates of the NOI Entities;
- (g) preparing, filing, advertising and distributing any and all filings and/or notices relating to the administration of the estates of the NOI Entities on a consolidated basis; and
- (h) bringing motions to this Honourable Court on a consolidated basis.

3. **THIS COURT ORDERS** that the single court file number 31-2693094 (the “**Consolidated Court File**”) and the following title of proceeding of shall be assigned to the NOI Proceedings:

“

**IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF 33 LAIRD INC. AND
33 LAIRD GP INC., CORPORATIONS
INCORPORATED UNDER THE ONTARIO
BUSINESS CORPORATIONS ACT, AND 33 LAIRD
LIMITED PARTNERSHIP, A LIMITED
PARTNERSHIP FORMED UNDER THE ONTARIO
LIMITED PARTNERSHIPS ACT**

”

4. **THIS COURT ORDERS** that a copy of this Order shall be filed by the NOI Entities in the court file for each of the NOI Proceedings but that any other document required to be filed in any of the NOI Proceedings shall hereafter only be required to be filed in Court file number 31-2693094.

5. **THIS COURT ORDERS** that for avoidance of doubt, any motion, application or action, including the herein motion, in respect of the NOI Entities or any of them shall be brought and filed in the Consolidated Court File and if so brought and filed it shall be deemed brought and filed in each of the NOI Proceedings, as appropriate, without prejudice to any rules of civil procedure or otherwise that are applicable.

6. **THIS COURT ORDERS** that the procedural consolidation of the NOI Proceedings shall not:

- (a) affect the separate legal status and structures of any of the NOI Entities;
- (b) cause any of the NOI Entities to be liable for any claim for which it otherwise is not liable; or

- (c) affect the Trustee's or a creditor's right to seek to disallow any claim, including on the basis that such claim is a duplicative claim.

EXTENSION OF TIME TO FILE A PROPOSAL

7. **THIS COURT ORDERS** that, pursuant to Section 50.4(9) of the BIA, the period within which a proposal may be filed on behalf of any or all of the NOI Entities be and is hereby extended to February 11, 2021.

DIP FINANCING AND CHARGE

8. **THIS COURT ORDERS** that the NOI Entities are and each of them is hereby authorized and empowered to obtain and borrow under a credit facility from BP Capital Inc. (the "**DIP Lender**") in order to finance the NOI Entities' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$250,000 unless permitted by further Order of this Court.

9. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the term sheet attached Exhibit "P" to the Birnbiom Affidavit (the "**Term Sheet**"), filed.

10. **THIS COURT ORDERS** that the NOI Entities are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the NOI Entities are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

11. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the NOI Entities' current and future assets, undertakings and properties of every nature and kind whatsoever, and

wherever situate including all proceeds thereof (the “**Property**”). The DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraph 14 hereof.

12. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents; and
- (b) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the NOI Entities or any of them or the Property.

13. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the NOI Entities or any of them under the CCAA, or any proposal filed by the NOI Entities or any of them under the BIA, with respect to any advances made under the Term Sheet or the Definitive Documents.

14. **THIS COURT ORDERS** the following in respect of the DIP Lender’s Charge:

- (a) with respect to any item or part of the Property on which DUCA Financial Services Credit Union Ltd. (“**DUCA**”) holds a security interests, the DIP Lender’s Charge shall rank immediately after DUCA’s security interest, such that subject only to such DUCA’s security interest and any Encumbrance (as defined hereafter) that primes such DUCA’s security interest or has priority to such security interest, the DIP Lender’s Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), and

- (b) with respect to any item or part of the Property on which DUCA does not hold any security interest, the DIP Lender's Charge shall rank in priority to all other Encumbrances in favour of any Person.

15. **THIS COURT ORDERS** that the filing, registration or perfection of the DIP Lender's Charge shall not be required, and that the DIP Lender's Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the DIP Lender's Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

16. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the NOI Entities or any of them shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with the DIP Lender's Charge, unless the NOI Entities or any of them also obtains the prior written consent of the Trustee and the DIP Lender, or further Order of this Court.

17. **THIS COURT ORDERS** that the Term Sheet, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (each, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the DIP Lender's Charge nor the execution, delivery, perfection, registration or performance of the Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the NOI Entities or any of them of any Agreement to which it is a party;

- (b) the DIP Lender shall have no liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the NOI Entities or any of them entering into the Term Sheet the creation of the DIP Lender's Charge, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the NOI Entities or any of them pursuant to this Order, the Term Sheet or the Definitive Documents, and the granting of the DIP Lender's Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

18. **THIS COURT ORDERS** that the DIP Lender's Charge created by this Order over leases of real property in Canada shall only be a charge in the NOI Entities' (or any of them) interest in such real property leases.

MISCELLANEOUS

19. **THIS COURT ORDERS** that the Trustee, counsel to Trustee and counsel to the NOI Entities shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the NOI Entities as part of the costs of these proceedings. The NOI Entities are hereby authorized and directed to pay the accounts of the Trustee, counsel for the Trustee and counsel for the NOI Entities. The Trustee and its counsel shall be authorized to immediately apply any such payments made by the NOI Entities to their fees and disbursements and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

20. **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 NOI Entities, the Trustee 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 NOI Entities and to the Trustee, as an officer of this Court,

as may be necessary or desirable to give effect to this Order, to grant representative status to the Trustee in any foreign proceeding, or to assist the NOI Entities and the Trustee and their respective agents in carrying out the terms of this Order.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF 33 LAIRD INC. A CORPORATION
INCORPORATED UNDER THE ONTARIO *BUSINESS
CORPORATIONS ACT***

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO

ORDER
**(procedural consolidation, extension of time to file a
proposal, debtor-in-possession charge)**

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Lawyers for 33 Laird Inc., 33 Laird GP Inc. and
33 Laird Limited Partnership

TAB 2

Approval and vesting order and endorsement of McEwen J.
dated June 15, 2021

Estate No. 31-2693094

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

THE HONOURABLE MR.) TUESDAY, THE 15th DAY
)
JUSTICE MCEWEN) OF JUNE, 2021

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF 33 LAIRD INC. AND 33 LAIRD GP INC., CORPORATIONS INCORPORATED UNDER THE ONTARIO *BUSINESS CORPORATIONS ACT*, AND 33 LAIRD LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP FORMED UNDER THE ONTARIO *LIMITED PARTNERSHIPS ACT*

APPROVAL AND VESTING ORDER

THIS MOTION, made by 33 Laird Inc. (the “**Debtor**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Debtor and 33 Laird Development Inc. *qua* general partner of 33 Laird Development Limited Partnership (in such capacity, the “**Purchaser**”) made as of May 10, 2021 and appended, without redactions, as Confidential Exhibit “1” to the affidavit of Jason L.S. Birnboim sworn June 4, 2021 (the “**Birnboim June Affidavit**”), and with minimal redactions as Exhibit “I” to the Birnboim June Affidavit, and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets purchased described as such in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario, by videoconference due to COVID-19.

ON READING the Birnboim June Affidavit and exhibits and the fifth report of MNP Ltd. in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”), and on hearing the submissions of counsel for the Debtor, the Purchaser, the City of Toronto, and the Proposal Trustee, as well as such other counsel as may appear on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

I. NOTICE AND SERVICE

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Fifth Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

II. APPROVAL AND VESTING ORDERS

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Debtor is hereby authorized and approved, with such minor amendments as the Proposal Trustee may deem necessary. The Debtor 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 Proposal Trustee’s certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the “**Proposal Trustee’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets 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, leases, 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 Orders of the Honourable Justice Conway dated December 16, 2020 or the Honourable Justice Dunphy dated May 21, 2021; (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; (iii) any leases of all or part of the Real Property (as hereafter defined) and (vi) those Claims listed on **Schedule B** 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 C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Toronto 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 real property identified in **Schedule D** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule B 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 Proposal Trustee'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 Proposal Trustee to file with the Court a copy of the Proposal Trustee'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 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 Purchased Assets 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.

III. SEALING

8. THIS COURT ORDERS that Confidential Appendix “1” to the Birnboim June Affidavit is sealed from the public record until the filing of the Proposal Trustee’s Certificate or further court order.

IV. MISCELLANEOUS

9. 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 Debtor, the Proposal Trustee and their 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 Debtor and the Proposal Trustee as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Debtor, the Proposal Trustee and their agents in carrying out the terms of this Order.

10. THIS COURT ORDERS that this order is effective from its date at 12:01 am and is not required to be entered.



Schedule A – Form of Proposal Trustee’s Certificate

Estate No. 31-2693094

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

**IN THE MATTER OF THE NOTICES OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD INC. AND 33 LAIRD
GP INC., CORPORATIONS INCORPORATED UNDER THE
ONTARIO *BUSINESS CORPORATIONS ACT*, AND 33
LAIRD LIMITED PARTNERSHIP, A LIMITED
PARTNERSHIP FORMED UNDER THE ONTARIO
*LIMITED PARTNERSHIPS ACT***

CERTIFICATE OF THE PROPOSAL TRUSTEE

RECITALS

- A. 33 Laird Inc. (the “**Debtor**”) filed a Notice of Intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada) on November 28, 2020 under which MNP Ltd was named as trustee of that proposal (the “**Proposal Trustee**”);
- B. Pursuant to an Order of the Honourable Justice Conway dated December 16, 2020, a DIP Borrowing Charge was granted over the assets of the Debtor;
- C. Pursuant to an Order of the Honourable Justice Dunphy dated May 12, 2021 a charge in favour of certain restructuring professionals was granted over the assets of the Debtor;
- D. Pursuant to an Order of the Court dated •, the Court approved the agreement of purchase and sale made as of May 10, 2021 (the “**Sale Agreement**”) between the Debtor and 33 Laird Development Inc. *qua* general partner of 33 Laird Development Limited Partnership (in such capacity, the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s 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 Proposal Trustee 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 Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

E. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Date of Closing pursuant to the Sale Agreement;
1. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser;
2. The Transaction has been completed to the satisfaction of the Proposal Trustee; and
3. This Certificate was delivered by the Proposal Trustee at • on •.

MNP Ltd., solely in its capacity as trustee of the proposal of 33 Laird Inc., and not in its personal or corporate capacity and without personal or corporate liability

Per: _____

Name:

Title:

I have authority to bind the corporation.

Schedule B – Specific Claims to be deleted and expunged from title to Real Property

1. the following Financing Statements/Claims for Lien registered under the *Personal Property Security Act (Ontario)* (“**PPSA Registrations**”):

File Number	Registration Number	Secured Party
726410295	20170407 1137 1590 1354 20190911 1452 1590 4964	DUCA FINANCIAL SERVICES CREDIT UNION LTD.
726410313	20170407 1138 1590 1355 20190911 1452 1590 4963	DUCA FINANCIAL SERVICES CREDIT UNION LTD.

2. a Charge registered on title to the Real Property as Instrument No. **AT4550601** by DUCA Financial Services Credit Union Ltd. (the “**DUCA Charge**”);
3. a Notice of Assignment of Rents General registered on title to the Real Property as Instrument No. **AT4550614** by DUCA Financial Services Credit Union Ltd. (the “**DUCA Assignment of Rents**”);
4. Instruments Nos. **AT4815354**, **AT5243559**, **AT5247712** which are registered on title to the Real Property and which relate to the DUCA Charge and the DUCA Assignment of Rents;
5. the Charge registered on title to the Real Property as Instrument No. **AT5494803** by Sealink J.V. Ltd.;
6. the Charge registered on title to the Real Property as Instrument No. **AT5494804** by Beau Properties International Inc.;
7. a Charge registered on title to the Real Property as Instrument No. **AT5572805** by Beau Properties International Inc. and Sealink JV Ltd.;
8. a Construction Lien registered on title to the Real Property as Instrument No. **AT5569465** Maxxwel & Co. Inc. (the “**Maxwell Lien**”);
9. a Construction Lien registered on title to the Real Property as Instrument No. **AT5593811** by Aztec Structural Restoration Inc. (the “**Aztec Lien**”);
10. a Certificate of Action registered on title to the Real Property as Instrument No. **AT5594868** by Maxxwel & Co. Inc. in connection with the Maxwell Lien;
11. a Certificate of Action registered on title to the Real Property as Instrument No. **AT5635827** by Aztec Structural Restoration Inc. in connection with the Aztec Lien;
12. all leases entered into by the Debtor with tenants of the Real Property including without limiting the generality of the foregoing:

- a. Retail Lease dated January 1st, 2017 made between the Debtor, as landlord, 2557479 Ontario Inc., as tenant, and Organic Garage (Canada) Ltd., as indemnifier, as amended by Lease Amending Agreement made between the said parties dated May 16th, 2019;
- b. Offer to Lease dated March 5th, 2019, between the Debtor, as landlord, and Aim RX Inc., as tenant, as amended by the said parties by a letter agreement dated March 13th, 2019, as amended by the said parties by a letter agreement dated May 16th, 2019, as amended by the said parties by a letter agreement dated August 9th, 2019, and as subsequently revived and amended between the said parties by a letter agreement dated August 9th, 2019;
- c. Offer to Lease dated June 22, 2017 between the Debtor, as landlord, and Vivo Pizza Pasta Franchising Inc., as tenant, as amended by notice of waiver dated February 13th, 2019 signed by the Debtor;
- d. Offer to Lease dated March 20th, 2017 made between the Debtor, as landlord, and Acuity Group Inc., as tenant, as revived and amended by a letter agreement dated September 27th, 2019 made between the parties;
- e. Offer to Lease dated April 1st, 2019 made between the Debtor, as landlord, and Global Pet Food Stores Inc., as tenant, as amended by notice of waiver dated May 23rd, 2019 signed by Global Pet Food Stores Inc., as amended by notice of waiver dated July 2nd, 2019 signed by the Debtor;
- f. Offer to Lease dated October 22nd, 2019 made between the Debtor, as landlord, and Nails For You Limited, as tenant;
- g. Offer to Lease dated December 24th, 2019 made between the Debtor, as landlord, and 2730419 Ontario Inc., o/a Davina's Swim House, as tenant;
- h. Retail Lease dated December 1st, 2017 made between the Debtor, as landlord, and Happy Bathrooms Inc., as tenant;
- i. Offer to Lease dated June 14th, 2016 made between the Debtor, as landlord, and 9866825 Canada Inc. dba "Glow Zone 360" as tenant, as amended by notice of waiver dated February 12th, 2018 signed by the Debtor, as amended by a letter agreement signed by the said parties dated December 6th, 2018, as revived and amended by a letter agreement dated September 27th, 2019;
- j. Retail Lease dated April 1st, 2017 made between the Debtor, as landlord, and 2569773 Ontario Inc., as tenant, and Ernest Pozzobon, as indemnifier; and Indemnification Agreement dated April 1st, 2019 made between the Debtor and Ernest Pozzobon, as indemnifier;
- k. Offer to Lease between the Debtor, as landlord, and Anesh Srikrishnakumar, as tenant, made on June 4th, 2020; and

1. Offer to Lease dated May 19, 2017 made between the Debtor, as landlord, and 2065620 Inc., as tenant.

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property; and the following encumbrances registered on title to the Property

1. Instrument No. TL42961 (Bylaw) registered on title to the Real Property;
2. Instrument No. AT4643103 (Bylaw) registered on title to the Real Property;
3. Instrument No. AT4815350 (Notice) registered on title to the Real Property;
4. Instrument No. AT5243558 (Easement) registered on title to the Real Property;
5. Instrument No. AT5274151 (Encroachment Agreement) registered on title to the Real Property; and
6. Instrument No. AT5243555 (Site plan Agreement) registered on title to the Real Property.

Schedule D – Legal Description

PIN: 10369-0360 LT

Description PART LOTS 685, 686, 687, 688, 689, 690 AND 691 PLAN 2120, PART LOTS 12 & 13 CONCESSION 3 FROM THE BAY (YORK), PART LEASIDE ROAD PLAN 1535 AND PART CANVARCO ROAD PLAN 2921 (CLOSED BY BYLAW 627 AS IN EY173327), PARTS 2, 3, 4 & 5 PLAN 66R30829; TOGETHER WITH AN EASEMENT OVER PARTS 1 & 6, PLAN 66R30829 AS IN AT5243556; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3, PLAN 66R30829 AS IN AT5243558; CITY OF TORONTO

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF 33 LAIRD INC. AND 33 LAIRD GP INC., CORPORATIONS INCORPORATED UNDER THE ONTARIO *BUSINESS CORPORATIONS ACT*, AND 33 LAIRD LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP FORMED UNDER THE ONTARIO *LIMITED PARTNERSHIPS ACT*

15 June 21

The order shall go, on an unopposed basis, as per the draft filed and signed. I have reviewed it with counsel.

There has been a robust sales process and the Soundair principles have been met.

The Proposal Trustee supports the transaction.

The order is, however, being made on a without prejudice basis to Schindler Elevator Corporation's right to pursue its cross motion and the approval of this order does not, in any way, determine its rights to the equipment in dispute and Schindler reserves all rights in this regard.



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO**

APPROVAL AND VESTING ORDER

GOLDMAN SLOAN NASH & HABER LLP
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Toronto (ON) M5G 1V2
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Lawyers for 33 Laird Inc., 33 Laird GP Inc. and
33 Laird Limited Partnership

TAB 3

Sale agreement among 33 Laird Inc. and 33 Laird Development Inc.
dated May 11, 2021 (redacted)

- 1 -

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT dated the 10th day of May, 2021.

BETWEEN:

33 Laird Inc.,
a company incorporated in accordance with the laws of the Province of
Ontario

(the "Vendor")

OF THE FIRST PART

and

33 Laird Development Inc.,
in its capacity as general partner of,
33 Laird Development Limited Partnership
a limited partnership created pursuant to the laws of the Province of Ontario

(the "Purchaser")

OF THE SECOND PART

WHEREAS

- A The Vendor filed a Notice of Intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada) on November 28, 2020 under which MNP Ltd was named as trustee of that proposal (the "Proposal Trustee");
- B. The Court has by orders extended the time to make a proposal to May 13, 2021;
- C. Subject to the Court issuing the Approval and Vesting Order, the Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell to the Purchaser, the right, title and interest of the Vendor in and to the Purchased Assets on the terms and conditions set out herein.

IN CONSIDERATION of the mutual agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged by each of the Vendor and the Purchaser, the Vendor and the Purchaser agree as follows:

1. DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) "Act" means, for purposes of Section 25 only, the *Excise Tax Act* (Canada);

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- (b) **“Agreement”** means this agreement together with the attached schedules, as amended from time to time;
- (c) **“Approval and Vesting Order”** means an order of the Court satisfactory to the Purchaser substantially in the form attached hereto as Schedule 1(a) approving the Transaction and ordering that the Vendor’s right, title and interest in the Purchased Assets be vested in the Purchaser free and clear of encumbrances, except for Permitted Encumbrances, upon satisfaction by the Purchaser of its obligations under this Agreement;
- (d) **“Assigned Contracts”** means those Contracts that, in accordance with section 14, the Purchaser has notified the Vendor it wants to assume;
- (e) **“Assigned Permits”** means those Permits that, in accordance with section 14, the Purchaser has notified the Vendor it wants to assume;
- (f) **“Assigned Warranties”** means those Warranties that, in accordance with section 14, the Purchaser has notified the Vendor it wants to assume;
- (g) **“Assignment and Assumption of Contracts”** means an assignment of the Vendor’s interest in the Assigned Contracts, such document to be in the form to be agreed upon by the Vendor and the Purchaser, each acting reasonably,
- (h) **“Assignment and Assumption of Permits”** means an assignment of the Vendor’s interest in the Assigned Permits, such document to be in the form to be agreed upon by the Vendor and the Purchaser, each acting reasonably;
- (i) **“Assignment and Assumption of Warranties”** means an assignment of the Vendor’s interest in the Assigned Warranties, such document to be in the form to be agreed upon by the Vendor and the Purchaser, each acting reasonably;
- (j) **“Buildings”** means, collectively, the buildings, structures and fixed improvements situate on, in or under the Lands, including all improvements thereto and all fixtures and fixed equipment, forming a part thereof;
- (k) **“Business Day”** means any day other than a Saturday, Sunday or a statutory, civic or bank holiday in the Province of Ontario;
- (l) **“Chattels”** means all tangible personal property of the Vendor pertaining to the Property, no matter where located, including without limitation the items listed by the Parties in Schedule 1(b);
- (m) **“Closing”** shall have the meaning ascribed to it in Section 11;
- (n) **“Contracts”** means all contracts pertaining to the Property to which the Vendor is a party;
- (o) **“Court”** means the Ontario Superior Court of Justice (Commercial List);

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- (p) **"Date of Closing"** shall have the meaning ascribed to it in Section 11 hereof;
- (q) **"Deposit"** shall have the meaning ascribed to it in Section 5;
- (r) **"Encumbrances"** means, in the case of any of the Purchased Assets, all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, such Purchased Assets or any part thereof or interest therein;
- (s) **"Environmental Law"** means any and all applicable international, federal, provincial, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials;
- (t) **"Government Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal governments having or claiming to have jurisdiction over part or all of the Property, the Transaction contemplated in this Agreement and/or one or both of the parties hereto;
- (u) **"HST"** shall have the meaning ascribed thereto in Section 25 hereof;
- (v) **"Hazardous Materials"** means any contaminants, pollutants, dangerous substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any **"Contaminants"**, **"Dangerous Substances"**, **"Hazardous Materials"**, **"Hazardous Substances"**, **"Hazardous Wastes"**, **"Industrial Wastes"**, **"Liquid Wastes"**, **"Pollutants"** and **"Toxic Substances"**, all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono or poly-chlorinated biphenyl wastes;
- (w) **"Lands"** means the lands and premises municipally known as 33 Laird Drive, Toronto, Ontario, as legally described in Schedule 1(c);
- (x) **"Permits"** means all permits held by or in favour of the Vendor pertaining to the Property;
- (y) **"Permitted Encumbrances"** means those encumbrances listed in Schedule 1(d).
- (z) **"Property"** means the Lands and all of the assets and undertakings of the Vendor acquired for, or used in relation to, the Lands, including all proceeds therefrom;

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- (aa) **“Proposal Trustee”** has the meaning ascribed thereto in preface A hereof;
- (bb) **“Purchase Price”** shall have the meaning ascribed thereto in Section 4 hereof;
- (cc) **“Purchased Assets”** means all of the Vendor’s right, title and interest in the Buildings, Lands, Assigned Contracts, Chattels, Records, Assigned Permits and Assigned Warranties;
- (dd) **“Purchaser”** shall have the meaning ascribed to it on page 1 above;
- (ee) **“Purchaser’s Solicitors”** means the firm of Gowling WLG (Canada) LLP;
- (ff) **“Records”** means all information, surveys, reports, studies, files, agreements and documentation within the Vendor’s possession or control in relation to the Property including without limitation, (i) all surveys, plans and drawings of the Property; (ii) copies of all leases, employment, service, construction, development, management and maintenance contracts; (iii) a list of all outstanding and continuing litigation, if any, concerning the Property; (iv) copies of property tax bills and assessments for the last three years; (v) true and complete copies of all environmental reports and building condition reports pertaining to the Property; and (vii) copies of any applications for site plan approval, minor variances, rezoning, development or building permit(s) with the comments/approval from municipality.
- (gg) **“Registry Office”** shall have the meaning ascribed thereto in Section 12 hereof;
- (hh) **“Site Plan Agreement”** shall have the meaning ascribed thereto in Section 8 hereof;
- (ii) **“Transaction”** means the transaction contemplated under this Agreement;
- (jj) **“Vendor”** shall have the meaning ascribed to it on page 1 above;
- (kk) **“Vendor’s Solicitors”** means the firm of Goldman Sloan Nash & Haber LLP; and
- (ll) **“Warranties”** means all warranties and guarantees existing as of the Date of Closing, if any, in favour of the Vendor as owner of the Property in connection with the construction or operation of the Building.

All other capitalized terms used in this Agreement, which are not defined in this Section 1 shall have the meaning given thereto in this Agreement.

2. SCHEDULES

The following Schedules are appended to this Agreement:

- Schedule 1(a) **Approval and Vesting Order**
- Schedule 1(b) **Chattels**

7. DEPOSIT

The Deposit shall be held in trust by JLL on behalf of the Vendor and shall be:

- (a) credited to the Purchaser along with all accrued interest earned as an adjustment against the Purchase Price on the Date of Closing if the Transaction is completed;
- (b) refunded to the Purchaser with all accrued interest but without deduction if the Transaction is not completed for any reason, provided that the Purchaser is not in default under this Agreement; or,
- (c) retained along with all accrued interest by the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty.

8. PURCHASER'S OPTION REGARDING THE SITE PLAN AGREEMENT

A Site Plan Agreement is registered on title to the Lands as Instrument No. AT5243555 (the "Site Plan Agreement"). The Purchaser shall:

- (a) have until 5:00pm on May 26, 2021 to enter into discussions with the City of Toronto regarding whether an acceptable amendment to the Site Plan Agreement can be agreed upon; and
- (b) unless the Purchaser has notified the Vendor by 5:00pm on May 26, 2021 that the Purchaser wishes to take title to the Property subject to the Site Plan Agreement, including as it may be amended by agreement between the Purchaser and the City of Toronto, the Purchaser agrees to purchase the Property on the basis of the Site Plan Agreement being removed from title through the Approval and Vesting Order or otherwise.

9. APPROVAL AND VESTING ORDER CONDITION

The Purchaser and the Vendor acknowledge that this Agreement is conditional upon the grant of the Approval and Vesting Order, which shall be final and binding, in full force and effect, and shall not be the subject of any appeal, motion to vary, set aside or stay or like proceeding which has not been finally and fully dismissed (the "Approval and Vesting Order Condition"). The Approval and Vesting Order Condition is a "true condition precedent" which may not, and shall not, be waived by the Purchaser and/or the Vendor. In the event that the Vesting Order Condition is not satisfied strictly in accordance with the terms of this paragraph 8, then this Agreement shall automatically terminate, and the Deposit shall be returned to the Purchaser without interest and without deduction and the parties shall be released from all liability hereunder except as otherwise expressly agreed to in this Agreement.

Within three (3) days after the execution by the Vendor and the Purchaser of this Agreement, the Vendor will at its own expense seek an appointment with the Court for a motion to be heard within thirty (40) days, or otherwise as soon as reasonably possible, to seek the Approval and Vesting Order at its cost.

10. CLOSING ADJUSTMENTS

Adjustments shall be made, as of 12:01 a.m. on the Date of Closing, for realty taxes, local improvement rates and charges, water and assessment rates, and other adjustments established by usual practice in the City of Toronto for the purchase and sale of similar properties. The day of Closing shall be for the account of the Purchaser. For the avoidance of doubt, the Vendor shall be responsible for all expenses and liabilities, and be entitled to receive all revenues accruing in respect of the Purchased Assets, if any, up to but not including the Date of Closing, and the Purchaser shall be responsible for all expenses and liabilities, and be entitled to receive all revenues accruing in respect of the Purchased Assets, from and after the Date of Closing.

As more particularly set out in section 21(b) hereof, the Vendor shall provide the Purchaser with its proposed Statement of Adjustments, together with such supporting documentation as the Purchaser may reasonably require, at least five (5) Business Days before Closing.

If the final cost or amount of an item that is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the Vendor, acting reasonably, as of the Date of Closing on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. All amounts which have been estimated as at the Date of Closing because they have not been finally determined at that date (the "Post Closing Adjustments") shall be finally adjusted on a one time basis once the Post Closing Adjustments have been determined and finalized. Once all of the Post Closing Adjustments are determined or on the Final Adjustment Date (as hereafter defined), whichever is earlier, the Purchaser shall provide a complete statement thereof, together with particulars relating thereto in reasonable detail, to the Vendor and within thirty (30) days thereafter the parties hereto shall make a final adjustment as of the Date of Closing for the Post Closing Adjustments. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the parties. All re-adjustments shall be requested in a detailed manner on or before the sixtieth (60th) day after the Date of Closing (the "Final Adjustment Date"), after which time neither party shall have any right to request re-adjustment.

All right, title and benefit to any realty tax appeals, reassessments or vacancy rebate applications and any rebates or reassessments of realty taxes for the Property for and in respect of the period after Closing shall be transferred and assigned by the Vendor to the Purchaser on Closing provided this shall not include supplementary assessments issued after Closing that relate to tax periods prior to Closing which shall remain the responsibility of the Vendor.

11. DATE OF CLOSING

The Transaction will close on the eleventh (11th) Business Day following the date on which the Approval and Vesting Order Condition is satisfied, or such other date as agreed between the Vendor and Purchaser in writing (the "Date of Closing" or "Closing").

12. ELECTRONIC REGISTRATION

- (a) The parties acknowledge that the electronic registration system ("TERS") is operative in the relevant land registry office (the "Registry Office") on a mandatory basis and the following provisions shall apply:
- (i) The Purchaser's Solicitor and the Vendor's Solicitors shall each be authorized TERS users and in good standing with the Law Society of Upper Canada, and are hereby authorized to enter into a document registration agreement in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on September 19, 2000 or any successor version thereto (the "DRA"), establishing the procedures and timing for completing this Transaction, and which DRA shall be executed by both the Vendor's Solicitors and the Purchaser's Solicitors and exchanged by courier, e-mail or fax between said solicitors (such that each solicitor has a photocopy, PDF or faxed copy of the DRA duly executed by both solicitors) by no later than one (1) Business Day before the Date of Closing.
 - (ii) The delivery and exchange of the closing documents and the balance due at Closing:
 - (A) shall not occur contemporaneously with the registration of the Application for Vesting Order and other registerable documentation; and
 - (B) shall be governed by the DRA, pursuant to which the Vendor's Solicitors and Purchaser's Solicitors shall hold all closing documents in escrow, and will not be entitled to release them except in strict accordance with the provisions of the DRA.
- (b) The Purchaser expressly acknowledges and agrees that the Vendor will not be able to obtain release the Proposal Trustee's Certificate confirming the effectiveness of the Approval and Vesting Order until the balance of funds due on Closing, in accordance with the Statement of Adjustments, are remitted by wire transfer to the Vendor's Solicitors (or in such other manner as the Vendor or Vendor's Solicitors may in writing direct) to be held in escrow pending the release of the Proposal Trustee's Certificate.
- (c) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Vendor upon the Purchaser, when the Vendor's Solicitors have:
- (i) delivered all documents required to be delivered by the Vendor to the Purchaser pursuant to Section 21 hereof;

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- (ii) advised the Purchaser's Solicitors in writing that the Vendor is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and
- (iii) completed all steps required by TERS to complete the Transaction that can be performed or undertaken by the Vendor's Solicitors without the cooperation or participation of the Purchaser's Solicitors, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Vendor's Solicitors,

without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitors with the closing documents, and without any requirement to have an independent witness evidencing the foregoing.

- (d) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Purchaser upon the Vendor, when the Purchaser's Solicitors have:

- (i) delivered the balance due at Closing and all the documents required to be delivered by the Purchaser to the Vendor pursuant to Section 22 hereof;
- (ii) advised the Vendor's Solicitors in writing that the Purchaser is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
- (iii) completed all steps required by TERS to complete this transaction that can be performed or undertaken by the Purchaser's Solicitors without the cooperation or participation of the Vendor's Solicitors, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Purchaser's Solicitors,

without the necessity of personally attending upon the Vendor or the Vendor's Solicitors with the closing documents, and without any requirement to have an independent witness evidencing the foregoing.

- (e) If through no fault of the Purchaser's Solicitors or the Vendor's Solicitors TERS is unavailable on the Date of Closing, such that the Purchaser's Solicitors are unable to register the Application for Vesting Order, then the Transaction shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Vendor's Solicitors shall advise the Purchaser's Solicitors forthwith and the parties shall arrange to complete the registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.

In the event of any conflict or inconsistency between the terms of this Section 12 and the terms of the DRA, the terms of this Section 12 shall prevail.

13. PRE-CLOSING RISK

The Purchased Assets are and shall remain at the Vendor's risk until Closing and the Vendor shall hold all insurance policies and the proceeds thereunder, in trust, for the parties as their respective interests may appear pending Closing. In the event that the Purchased Assets shall be materially damaged prior to Closing, then the Vendor shall promptly notify the Purchaser in writing of such damage and the parties agree that Closing shall be postponed to the date that is twenty (20) Business Days after the Purchaser's receipt of the reparation cost determination from the Third Party Expert (as hereinafter defined and referred to below) (the "Extended Closing Date"), subject to any right of the Vendor to terminate in accordance with this section. If the cost of rectifying such damage exceeds Five Hundred Thousand five hundred thousand dollars (\$500,000) Dollars, as determined by an independent third party expert appointed by the Vendor (the "Third party Expert") at its own expense, and approved by the Purchaser (the "Third Party Damage Assessment"), then the Purchaser shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement, by delivery of written notice to the Vendor within ten (10) Business Days following receipt of a copy of the Third Party Damage Assessment, and in such event the parties hereto shall be released from all obligations and liabilities hereunder and the Deposit together with all interest accrued thereon shall be returned to the Purchaser forthwith, without deduction. If the Purchaser does not elect to terminate this Agreement as set out above, or if the cost of rectifying such damage does not exceed Five Hundred Thousand (\$500,000) Dollars, then the Transaction shall be completed on the Extended Closing Date and the Vendor shall on the Extended Closing Date, release and assign its interest in the insurance payable in respect thereof, if any, to the Purchaser and irrevocably and unconditionally direct the Vendor's insurer to pay the insurance proceeds to the Purchaser.

14. ASSUMED CONTRACTS, PERMITS AND WARRANTIES

The Vendor shall provide the Purchaser with copies of all Contracts, Permits and Warranties in its possession or control as soon as practicable after the signing of this Agreement, to the extent that these have not yet been made available to the Purchaser. On or before the date that is five (5) Business Days after receipt of copies of any Contract, Permit and/or Warranty, as applicable, the Purchaser shall advise the Vendor in writing regarding those Contracts, Permits and Warranties that the Purchaser in its sole discretion wishes to assume on Closing. The Vendor, at its sole cost and expense, shall terminate on or before the Date of Closing, all Contracts, Permits and Warranties other than the Contracts, Permits and Warranties that the Purchaser has notified the Vendor of that it wants to assume.

If the Purchaser wishes to seek assignment of any Contracts, Permits or Warranties through an order made under s. 84.1 of the *Bankruptcy and Insolvency Act*, the Purchaser shall so advise the Vendor 15 days before the hearing of the motion to seek the Approval and Vesting Order, and the Purchaser shall be solely responsible for any amounts payable under subs. 84.1(5) of that Act.

15. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Vendor that, as at the date hereof:

- (a) the Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of the Province of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the Transaction will violate:
- (i) the Purchaser's articles of incorporation and by-laws;
 - (ii) any agreement to which the Purchaser is bound;
 - (iii) any judgement or order of a court of competent authority or any Government Authority; or
 - (iv) any applicable law;

and the Purchaser has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder;

- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms;
- (c) there are no orders or proceedings pending before any Government Authority, or threatened to be brought by or before any Government Authority by or against the Purchaser, affecting the legality, validity or enforceability of this Agreement or the consummation of the Transaction contemplated hereby by the Purchaser;
- (d) the Purchaser has made adequate arrangements to have sufficient funds available to satisfy its obligations to pay the Purchase Price to the Vendor on Closing;
- (e) the Purchaser will be responsible for and will remit to or reimburse, as applicable, all taxes, including (without limitation) land transfer tax, levies or the like that arise from the sale of the Purchased Assets unless otherwise specified in this Agreement; and
- (f) either (i) the Purchaser is not a "non-Canadian", as defined in the *Investment Canada Act* (Canada) ("ICA"); or (ii) if the Purchaser is a "non-Canadian", this transaction is not a reviewable transaction under the ICA, or, if applicable, the Purchaser is a non-Canadian for the purpose of the ICA and will within three (3) Business Days of the execution of this Agreement submit to Investment Canada a fully completed Application for Review with respect to the transaction contemplated in this Agreement and will use its best efforts to obtain approval from Investment Canada prior to Closing.

The Purchaser shall promptly deliver to the Vendor written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not continuing to be true as at Closing.

16. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants to the Purchaser that, as at the date hereof:

- (a) it is a valid and subsisting corporation under and governed by the laws of the Province of Ontario and has the necessary authority, power and capacity to enter into this Agreement and carry out the Transaction contemplated herein;
- (b) this Agreement and its obligations hereunder and the documents and Transaction contemplated herein shall have been authorized by all requisite proceedings and shall constitute legal, valid and binding obligations of the Vendor, and the completion of the Transaction contemplated by this Agreement will not result in the violation of any of the terms and provisions of the constating documents or by-laws of the Vendor;
- (c) at Closing, the Vendor shall not be a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
- (d) no other entity has any right or option or right of first refusal to purchase the Purchased Assets, or any of them, that is inconsistent with the provisions of this Agreement;
- (e) the Vendor is not aware of any specific inaccuracy in relation to the documentation provided by the Vendor to the Purchaser and contained in the data room made available to prospective purchasers; and
- (f) the Vendor has not received any notice that any expropriation or condemnation proceedings are pending or have been threatened with respect to the Property.

17. PURCHASER'S ACKNOWLEDGEMENT

The Purchaser acknowledges that:

- (a) it is relying entirely upon its own searches, investigations and inspections in entering into this Agreement;
- (b) the Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Property is or will be lawful or permitted;
- (c) it is satisfied with the Property and all matters and things connected therewith or in any way related thereto;

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- (d) it is purchasing the Property on an "as is, where is" and "without recourse" basis including, without limitation, outstanding work orders, deficiency notices, compliance requests, development fee, imposts, lot levies, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any governmental authority having jurisdiction over the Property;
- (e) the Vendor shall have no liability for, or obligation with respect to, the value, state or condition of the Property;
- (f) except as other expressly stated in this Agreement, the Vendor has made no representations or warranties with respect to or in any way related to the Property, including without limitation, the following:
 - i. the title, quality, quantity, marketability, zoning, fitness for any purpose, state, condition, encumbrances, description, present or future use, value, location or any other matter or thing whatsoever related to the Property, either stated or implied; and
 - ii. the environmental state of the Property, the existence, nature, kind, state or identity of any Hazardous Materials on, under, or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under the *Environmental Protection Act* (Ontario), or any other statute, regulation, rule or provision of law and the existence, state, nature, kind, identity, extent and effect of any liability to fulfill any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any Hazardous Materials whether on, under or about the Property or elsewhere.

18. ENCROACHMENTS

The Purchaser agrees that the Vendor shall not be responsible for any matters relating to encroachments on or to the Buildings or Lands, or encroachments onto adjoining lands, or to remove same, or for any matters relating to any applicable zoning regulations or by-laws in existence now or in the future affecting any of the Purchased Assets.

19. INDEMNIFICATION

The Purchaser shall indemnify and save harmless the Vendor and its directors, officers, employees, agents and representatives (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, notices, judgments, suits, claims, demands, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the operations of the Purchaser on the Buildings or Lands after the Date of Closing, or any order, notice, directive, or requirement under, or breaches, violations or non-compliance with any Environmental Laws after the Date of Closing as such breaches relate to the Purchaser's use and occupation of the Lands and Buildings, or as a result of the disposal, storage, release or spill, or

threat of release or spill , on or about the Lands and/or the Building, of any Hazardous Substance after the Date of Closing (“Claims”) in connection with the Purchaser’s use and occupation thereof . The obligation of the Purchaser hereunder shall survive the Date of Closing. Provided however that the foregoing indemnity of the Purchaser shall not extend to or include any Claims, including without limitation Claims for breaches of Environmental Laws, incurred or asserted against Indemnitees for breaches, actions or inactions prior to the Date of Closing incurred by or asserted against the Indemnitees for breaches of Environmental Laws by the Vendor prior to the Date of Closing.

20. NON-REGISTRATION

The Purchaser hereby covenants and agrees not to register notice of this Agreement against title to the Property. Should the Purchaser register notice of this Agreement on title to the Property, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement from the title to the Property and the Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement from title to the Property. Provided however and notwithstanding the foregoing, the Purchaser shall be entitled, at its option, to register a certificate of pending litigation on title to the Property in the event that the Vendor breaches this Agreement and, through no fault of the Purchaser, fails to complete the Transaction herein described.

21. VENDOR’S CLOSING DELIVERIES

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) **Approval and Vesting Order:** the Approval and Vesting Order;
- (b) **Statement of Adjustments:** a statement of adjustments prepared in accordance with Section 10 hereof to be delivered at least five (5) Business Days before Closing;
- (c) **Vendor’s Certificate:** the Vendor’s certificate and indemnity setting out that each of the Vendor’s representations and warranties contained in this Agreement are true as at Closing;
- (d) **Keys:** all master keys and duplicate keys relating to the Property in the Vendor’s possession;
- (e) **Proposal Trustee’s Certificate:** the Proposal Trustee’s Certificate, subject to section 12(b) hereof;
- (f) **Allocation Agreement:** if and only if the Vendor and Purchaser have agreed on the Allocation in accordance with Section 6, an allocation agreement in such form as shall be approved by the Vendor’s Solicitor and the Purchaser’s Solicitor, acting reasonably, containing the Allocation of the Purchase Price as so agreed.

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- (g) **Undertaking to Re-Adjust:** an undertaking by the Vendor to re-adjust the adjustments in accordance with Section 10;
- (h) **Bill of Sale and Assignment of Warranties:** a bill of sale for the Chattels, together with the benefit of all transferrable warranties in respect of the Chattels;
- (i) **Assignment and Assumption of Contracts;**
- (j) **Assignment and Assumption of Permits;**
- (k) **Assignment and Assumption of Warranties;** and
- (l) **Further Documentation:** all other documents which may be reasonably required by the Purchaser's Solicitors to give effect to the Transaction herein contemplated.

(the "Vendor's Closing Deliveries").

All documentation shall be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in this Agreement

22. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at or prior to Closing:

- (a) **Purchaser's Certificates:** the Purchaser's certificate and indemnity setting out that each of the Purchaser's representations and warranties contained in this Agreement are true as at Closing and, if applicable, the Purchaser's certificate described in Subsection 25(b) hereof;
- (b) **HST Indemnity:** the indemnity provided for under Subsection 25(c) hereof;
- (c) **Direction re Title:** a direction re title to confirm the name in which title to the Purchased Assets will be taken, provided that such direction must be provided to the Vendor no less than 3 Business Days before the schedule hearing date for the motion to obtain the Approval and Vesting Order;
- (d) **Balance Due at Closing:** the balance of the Purchase Price described in Subsection 5(b) hereof;
- (e) **Application for Vesting Order:** the Purchaser's Solicitor will prepare the application for vesting order in Teraview in accordance with the Purchaser's direction re title;
- (f) **Undertaking to Re-Adjust:** an undertaking by the Purchaser to re-adjust the adjustments in accordance with Section 10;

- (g) **Allocation Agreement:** if and only if the Vendor and Purchaser have agreed on the Allocation in accordance with Section 6, an allocation agreement in such form as shall be approved by the Vendor's Solicitor and the Purchaser's Solicitor, acting reasonably, containing the Allocation of the Purchase Price as so agreed;
- (h) **Assignment and Assumption of Contracts;**
- (i) **Assignment and Assumption of Permits;**
- (j) **Assignment and Assumption of Warranties**
- (k) **Further Documentation:** all other documents which may be reasonably required by the Vendor's Solicitors to give effect to the Transaction herein contemplated.

(the "Purchaser's Closing Deliveries").

All documentation shall be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in this Agreement.

23. DOCUMENTATION PREPARATION AND REGISTRATION

The Vendor shall prepare or cause to be prepared all documentation described in Section 21 hereof and shall deliver draft documentation to the Purchaser not less than three (3) Business Days prior to Closing. The Purchaser shall prepare or cause to be prepared all documentation described in Section 22 hereof and shall deliver draft documentation to the Vendor not less than three (3) Business Days prior to Closing. Except as otherwise expressly provided in this Agreement, all such documentation shall be in form and substance satisfactory to the Vendor and the Purchaser, acting reasonably. The Purchaser shall be responsible for and pay all registration costs incurred in connection with the Transaction. The Vendor shall be responsible for the costs of preparing and registering any discharges of Encumbrances with respect to the Purchased Assets which are not Permitted Encumbrances. Except as otherwise expressly provided in this Agreement, each of the Vendor and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

24. LAND TRANSFER TAXES AND RETAIL SALES TAXES

The Purchaser shall pay all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario) and, if applicable, all retail sales taxes (as required pursuant to the *Retail Sales Tax Act* (Ontario) payable in connection with the transfer of the Purchased Assets pursuant to this Agreement.

25. HARMONIZED SALES TAX

- (a) **Application of HST to this Agreement:** The Purchaser acknowledges and agrees that the Transaction contemplated hereunder shall be subject to the goods and

services tax and harmonized sales tax ("HST") levied pursuant to the Act and that HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the Act.

- (b) **Self-Assessment:** If:
- (i) the Vendor is a non-resident of Canada or the Vendor would be a non-resident of Canada but for Subsection 132(2) of the Act; and/or
 - (ii) the Purchaser is a "prescribed recipient" under the Act and/or is registered under the Act,

then the Purchaser shall deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in form satisfactory to the Vendor and the Vendor's Solicitors, acting reasonably, certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the Transaction contemplated hereunder. If Subsection (b)(i) hereof shall be applicable, then the Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration, as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor, at Closing, in addition to the balance otherwise due at Closing, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the said Transaction.

- (c) **HST Indemnity:** The Purchaser shall indemnify and save harmless the Vendor from all claims, liabilities, penalties, interest, costs and legal and other expenses incurred by the Vendor as a result of the failure by the Purchaser to comply with the provisions of this section 25.

26. PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Buildings or Lands for the Purchaser only if Part VI of the *Planning Act* (Ontario) is complied with prior to Closing or if a Court orders the completion of the Transaction notwithstanding what would otherwise be non-compliance with Part VI of the *Planning Act* (Ontario).

27. DOCUMENTATION IN CONNECTION WITH THE LANDS

- (a) The Vendor agrees to deliver to the Purchaser prior to Closing any and all information, surveys, reports, studies, files, agreements and documentation within the Vendor's possession or control in relation to the Property including as requested by the Purchaser, without limitation, the following: (i) all surveys, plans and drawings of the Property; (ii) copies of all leases, employment, service, construction, development, management and maintenance contracts, if any, in respect of the Property, it being understood that there will be no obligation by the Purchaser to assume any lease, employee or contract on closing unless otherwise provided in the Purchase Agreement; (iii) authorizations to governmental

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authorities to release any requested information about the Property to the Purchaser; (iv) a list of all outstanding and continuing litigation, if any, concerning the Property; (v) copies of property tax bills and assessments for the last three years; (vi) true and complete copies of all environmental reports and building condition reports pertaining to the Property; and (vii) copies of any applications for site plan approval, minor variances, rezoning, development or building permit(s) with the comments/approval from municipality. The Vendor will authorize its consultants to provide the Purchaser with letters of reliance in relation to the environmental reports and building condition reports prepared for the Vendor, provided that any fees or amounts required by such consultants for a reliance letter shall be to the account of the Purchaser.

- (b) The Purchaser acknowledges and agrees that any and all information and documentation provided pursuant to section (a) shall be considered "Information" within the meaning of the Confidentiality and Non-Disclosure Agreement that the Purchaser signed in order to take part in the JLL sale process.
- (c) The Purchaser acknowledges and agrees that its obligation to perform its obligations under this Agreement is in no manner conditional on the form or content of any of the information or documentation that may be provided, or the absence of any information or documentation to be provided, as contemplated in section (a), and without limiting the generality of the foregoing that there is no due diligence condition in favour of the Purchaser in connection with this Agreement.

28. ACCESS

The Purchaser may attend at the Lands in order to conduct one or more inspections at its own cost prior to Closing. Any testing or inspection of any of the Purchased Assets shall solely be on a non-destructive basis.

29. NOTICE

Any notice given hereunder shall be in writing and delivered or communicated by telecopier machine or e-mail to:

in the case of the Purchaser at:

c/o Canadian Storage Investment Trust
 266 King St. W., Suite 405
 Toronto, ON M5V 1H8
 Attention: Christopher Donald
 Email: chris.donald@xyzstorage.com

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with a copy to the Purchaser's Solicitors:

Gowling WLG (Canada) LLP
 1 First Canadian Place, Suite 1600
 100 King St. W.
 Toronto, ON M5X 1G5
 Attention: Clifton P. Prophet
 Email: clifton.prophet@gowlingwlg.com

and in the case of the Vendor at:

33 Laird Inc..
 5140 Yonge Street, Suite 2360
 Toronto ON M2N 6L7
 Attention: Jason L.S. Birnboim
 Email: jason@beauxproperties.com

with a copy to the Vendor's Solicitors:

Goldman Sloan Nash & Haber LLP
 480 University Ave., Suite 1600
 Toronto ON M5G 1V2
 Attention: Brendan Bissell
 Email: bissell@gsnh.com

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address and/or telecopier machine number by providing notice in accordance with this Section 29.

30. WAIVER OF CONDITIONS

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the benefit of either the Vendor or the Purchaser, as indicated, and are conditions of the obligations of such party to complete the Transaction contemplated hereunder at Closing and, save and except for the Approval and Vesting Order Condition, are not conditions precedent of this Agreement. Save and except for the Approval and Vesting Order Condition which is a true condition precedent, any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the closing of the Transaction by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

31. SEVERABILITY

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

32. DIVISION/HEADINGS

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

33. ENTIRE AGREEMENT

This Agreement, the schedules attached hereto and any agreements, instruments and other documents herein contemplated to be entered into between the Vendor and the Purchaser constitute the entire agreement between the Vendor and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement. Each of the parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, shall survive the closing of the Transaction contemplated by this Agreement.

34. CUMULATIVE REMEDIES

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

35. INTERPRETATION

This Agreement shall be read with all changes of gender and number as required by the context.

36. REFERENCES TO STATUTES

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

37. TIME OF ESSENCE

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

38. CANADIAN FUNDS

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

39. TENDER

Any tender of notices, documents and/or monies hereunder may be made upon the Vendor or the Purchaser or their respective solicitors. Monies may be tendered by a negotiable cheque certified or bank draft drawn on or issued by a Canadian chartered bank.

40. FURTHER ASSURANCES

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

41. CONFIDENTIALITY

The Purchaser agrees that all information and documents supplied by the Vendor or anyone on its behalf to the Purchaser or anyone on the Purchaser's behalf (including but not limited to information in the schedules hereto) shall, unless and until Closing occurs, be received and kept by the Purchaser and anyone acting on the Purchaser's behalf on a confidential basis and, without the Vendor's prior written consent shall not be disclosed to any third party. If for any reason Closing does not occur, all such documents shall forthwith be returned intact to the Vendor and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser and Vendor further agree that unless and until the terms of this Agreement become public knowledge in connection with an application to the Court, the Purchaser shall keep such terms confidential and shall not disclose them to anyone except the Purchaser's solicitors, agents or lenders acting in connection herewith and then only on the basis that such persons also keep such terms confidential as aforesaid.

42. NON-BUSINESS DAYS

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

43. GOVERNING LAWS

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.

44. ASSIGNMENT

No party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the Purchaser shall have the right, until two (2) Business Days prior to the date set for the motion to be heard by the Court for the granting of the Approval and Vesting Order, upon written notice to the Vendor's Solicitors, to assign, in whole or part, this Agreement and its rights to acquire the Purchased Assets hereunder to any company or companies affiliated (as that term is defined in the Ontario *Business Corporations Act*) with the Purchaser, provided that such assignment shall not release the Purchaser from its obligations under this Agreement.

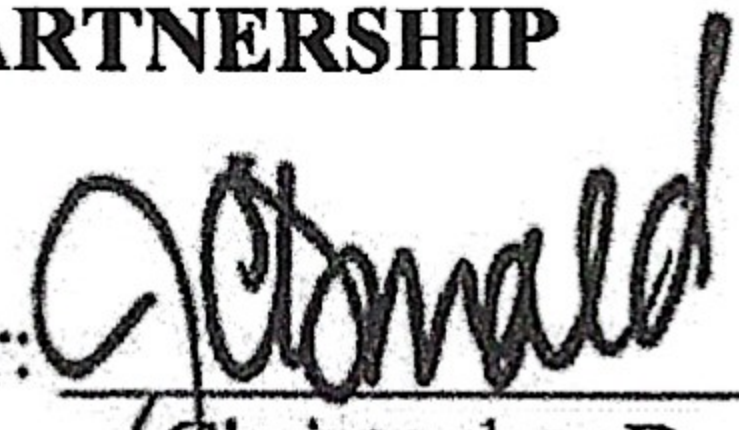
45. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[The remainder of this page has intentionally been left blank.]

DATED as of the date first mentioned above.

**33 LAIRD DEVELOPMENT INC.,
in its capacity as general partner of,
33 LAIRD DEVELOPMENT LIMITED
PARTNERSHIP**

Per: 
Name: Christopher Donald
Title: ASD

I have authority to sign on behalf of the trust.

The Vendor hereby accepts this Agreement to purchase and its terms and agrees with the Purchaser to duly complete the Transaction contemplated thereunder.

33 LAIRD INC.

Per: _____
Name: Jason L.S. Birnboim
Title: President

I have authority to bind the corporation.

DATED as of the date first mentioned above.

**33 LAIRD DEVELOPMENT INC.,
in its capacity as general partner of,
33 LAIRD DEVELOPMENT LIMITED
PARTNERSHIP**

Per: _____
Name: Christopher Donald
Title:

I have authority to sign on behalf of the trust.

The Vendor hereby accepts this Agreement to purchase and its terms and agrees with the Purchaser to duly complete the Transaction contemplated thereunder.

33 LAIRD INC.

Per: _____
Name: Jason L.S. Birboim
Title: President

I have authority to bind the corporation.

SCHEDULE 1(a)

APPROVAL AND VESTING ORDER

Estate No. 31-2693094

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

THE HONOURABLE ►) ► DAY, THE ► DAY
JUSTICE ►) OF ►, 2021

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD INC. A CORPORATION
INCORPORATED UNDER THE ONTARIO *BUSINESS
CORPORATIONS ACT***

APPROVAL AND VESTING ORDER

THIS MOTION, made by 33 Laird Inc. (the “**Debtor**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Debtor and [NAME OF PURCHASER] (the “**Purchaser**”) made as of [DATE] and appended to the Report of MNP Ltd.(the “**Proposal Trustee**”) in its capacity as the trustee of the proposal of the Debtor [DATE] (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day at ●.

ON READING the Report and on hearing the submissions of counsel for the Debtor and the Proposal Trustee, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Debtor is hereby authorized and approved, with such minor amendments as the Proposal Trustee may deem necessary. The Debtor 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.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Proposal Trustee's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement 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, leases, 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 Conway dated December 16, 2020; (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; (iii) any leases of all or part of the Real Property (as hereafter defined) and (vi) those Claims listed on **Schedule B** 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 C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Toronto 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 real property identified in **Schedule D** hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule B hereto.

4. 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 Proposal Trustee'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.

5. THIS COURT ORDERS AND DIRECTS the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.

6. 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 Purchased Assets 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.

7. 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 Debtor, the Proposal Trustee and their 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 Debtor and the Proposal Trustee as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Debtor, the Proposal Trustee and their agents in carrying out the terms of this Order.

Schedule A – Form of Proposal Trustee’s Certificate

Estate No. 31-2693094

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD INC. A CORPORATION
INCORPORATED UNDER THE ONTARIO *BUSINESS
CORPORATIONS ACT***

PROPOSAL TRUSTEE’S CERTIFICATE

RECITALS

- A. 33 Laird Inc. (the “**Debtor**”) filed a Notice of Intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada) on November 28, 2020 under which MNP Ltd was named as trustee of that proposal (the “**Proposal Trustee**”);
- B. Pursuant to an Order of the Honourable Justice Conway dated February 16, 2020 a DIP Borrowing Charge was granted over the assets of the Debtor;
- C. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the “**Sale Agreement**”) between the Debtor and [NAME OF PURCHASER] (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s 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 Proposal Trustee 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 Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.
- D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Date of Closing pursuant to the Sale Agreement;
1. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser;
2. The Transaction has been completed to the satisfaction of the Proposal Trustee; and
3. This Certificate was delivered by the Proposal Trustee at [TIME] on ► [DATE].

MNP Ltd., solely in its capacity as trustee of the proposal of 33 Laird Inc., and not in its personal or corporate capacity and without personal or corporate liability

Per: _____

Name:

Title:

I have authority to bind the corporation.

Schedule B – Specific Claims to be deleted and expunged from title to Real Property

1. the following Financing Statements/Claims for Lien registered under the *Personal Property Security Act (Ontario)* (“**PPSA Registrations**”):

File Number	Registration Number	Secured Party
726410295	20170407 1137 1590 1354 20190911 1452 1590 4964	DUCA FINANCIAL SERVICES CREDIT UNION LTD.
726410313	20170407 1138 1590 1355 20190911 1452 1590 4963	DUCA FINANCIAL SERVICES CREDIT UNION LTD.

2. a Charge registered on title to the Real Property as Instrument No. **AT4550601** by DUCA Financial Services Credit Union Ltd. (the “**DUCA Charge**”);
3. a Notice of Assignment of Rents General registered on title to the Real Property as Instrument No. **AT4550614** by DUCA Financial Services Credit Union Ltd. (the “**DUCA Assignment of Rents**”);
4. Instruments Nos. **AT4815354**, **AT5243559**, **AT5247712** which are registered on title to the Real Property and which relate to the DUCA Charge and the DUCA Assignment of Rents;
5. the Charge registered on title to the Real Property as Instrument No. **AT5494803** by Sealink J.V. Ltd.;
6. the Charge registered on title to the Real Property as Instrument No. **AT5494804** by Beau Properties International Inc.;
7. a Charge registered on title to the Real Property as Instrument No. **AT5572805** by Beau Properties International Inc. and Sealink JV Ltd.;
8. Instrument No. **AT5243555** (Site plan Agreement) registered on title to the Real Property;
9. a Construction Lien registered on title to the Real Property as Instrument No. **AT5569465** Maxxwel & Co. Inc. (the “**Maxwell Lien**”);
10. a Construction Lien registered on title to the Real Property as Instrument No. **AT5593811** by Aztec Structural Restoration Inc. (the “**Aztec Lien**”);
11. a Certificate of Action registered on title to the Real Property as Instrument No. **AT5594868** by Maxxwel & Co. Inc. in connection with the Maxwell Lien;
12. a Certificate of Action registered on title to the Real Property as Instrument No. **AT5635827** by Aztec Structural Restoration Inc. in connection with the Aztec Lien;

13. all leases entered into by the Debtor with tenants of the Real Property including without limiting the generality of the foregoing:
- (a) Retail Lease dated January 1st, 2017 made between the Debtor, as landlord, 2557479 Ontario Inc., as tenant, and Organic Garage (Canada) Ltd., as indemnifier, as amended by Lease Amending Agreement made between the said parties dated May 16th, 2019;
 - (b) Offer to Lease dated March 5th, 2019, between the Debtor, as landlord, and Aim RX Inc., as tenant, as amended by the said parties by a letter agreement dated March 13th, 2019, as amended by the said parties by a letter agreement dated May 16th, 2019, as amended by the said parties by a letter agreement dated August 9th, 2019, and as subsequently revived and amended between the said parties by a letter agreement dated August 9th, 2019;
 - (c) Offer to Lease dated June 22, 2017 between the Debtor, as landlord, and Vivo Pizza Pasta Franchising Inc., as tenant, as amended by notice of waiver dated February 13th, 2019 signed by the Debtor;
 - (d) Offer to Lease dated March 20th, 2017 made between the Debtor, as landlord, and Acuity Group Inc., as tenant, as revived and amended by a letter agreement dated September 27th, 2019 made between the parties;
 - (e) Offer to Lease dated April 1st, 2019 made between the Debtor, as landlord, and Global Pet Food Stores Inc., as tenant, as amended by notice of waiver dated May 23rd, 2019 signed by Global Pet Food Stores Inc., as amended by notice of waiver dated July 2nd, 2019 signed by the Debtor;
 - (f) Offer to Lease dated October 22nd, 2019 made between the Debtor, as landlord, and Nails For You Limited, as tenant;
 - (g) Offer to Lease dated December 24th, 2019 made between the Debtor, as landlord, and 2730419 Ontario Inc., o/a Davina's Swim House, as tenant;
 - (h) Retail Lease dated December 1st, 2017 made between the Debtor, as landlord, and Happy Bathrooms Inc., as tenant;
 - (i) Offer to Lease dated June 14th, 2016 made between the Debtor, as landlord, and 0866825 Canada Corp., d/b/a "Glow Zone", as tenant, as amended by notice of waiver dated February 12th, 2018 signed by the Debtor, as amended by a letter agreement signed by the said parties dated December 6th, 2018, as revived and amended by a letter agreement dated September 27th, 2019;
 - (j) Retail Lease dated April 1st, 2017 made between the Debtor, as landlord, and 2569773 Ontario Inc., as tenant, and Ernest Pozzobon, as indemnifier; and

Indemnification Agreement dated April 1st, 2019 made between the Debtor and Ernest Pozzobon, as indemnifier; and

- (k) Offer to Lease between the Debtor, as landlord, and Anesh Srikrishnakumar, as tenant, made on June 4th, 2020.

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property; and the following encumbrances registered on title to the Property

1. Instrument No. TL42961 (Bylaw) registered on title to the Real Property;
2. Instrument No. AT4643103 (Bylaw) registered on title to the Real Property;
3. Instrument No. AT4815350 (Notice) registered on title to the Real Property;
4. Instrument No. AT5243558 (Easement) registered on title to the Real Property; and
5. Instrument No. AT5274151 (Encroachment Agreement) registered on title to the Real Property;

Schedule D – Legal Description

PIN: 10369-0360 LT

Description PART LOTS 685, 686, 687, 688, 689, 690 AND 691 PLAN 2120, PART LOTS 12 & 13 CONCESSION 3 FROM THE BAY (YORK), PART LEASIDE ROAD PLAN 1535 AND PART CANVARCO ROAD PLAN 2921 (CLOSED BY BYLAW 627 AS IN EY173327), PARTS 2, 3, 4 & 5 PLAN 66R30829; TOGETHER WITH AN EASEMENT OVER PARTS 1 & 6, PLAN 66R30829 AS IN AT5243556; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3, PLAN 66R30829 AS IN AT5243558; CITY OF TORONTO

SCHEDULE 1(b)

CHATTELS

Any furniture, furnishings, equipment, inventory, parts, materials, supplies and machinery including, but not limited to, all windows, elevators or elevator parts, those items depicted in the photographs forming part of this Schedule 1(b), and together with any other such furniture, furnishings, equipment, inventory, parts, materials, supplies and machinery used in the maintenance, repair or operation of the Property.





























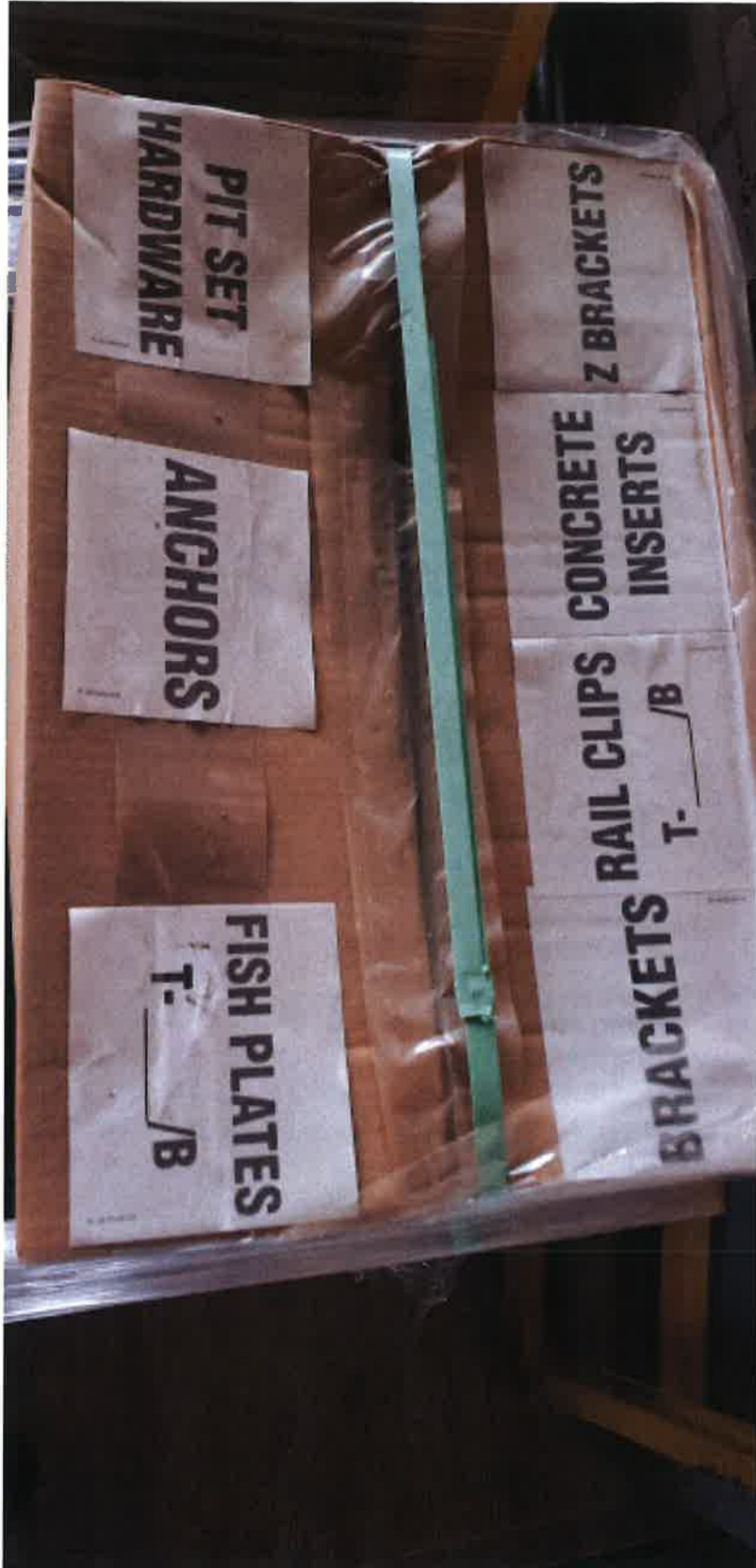




































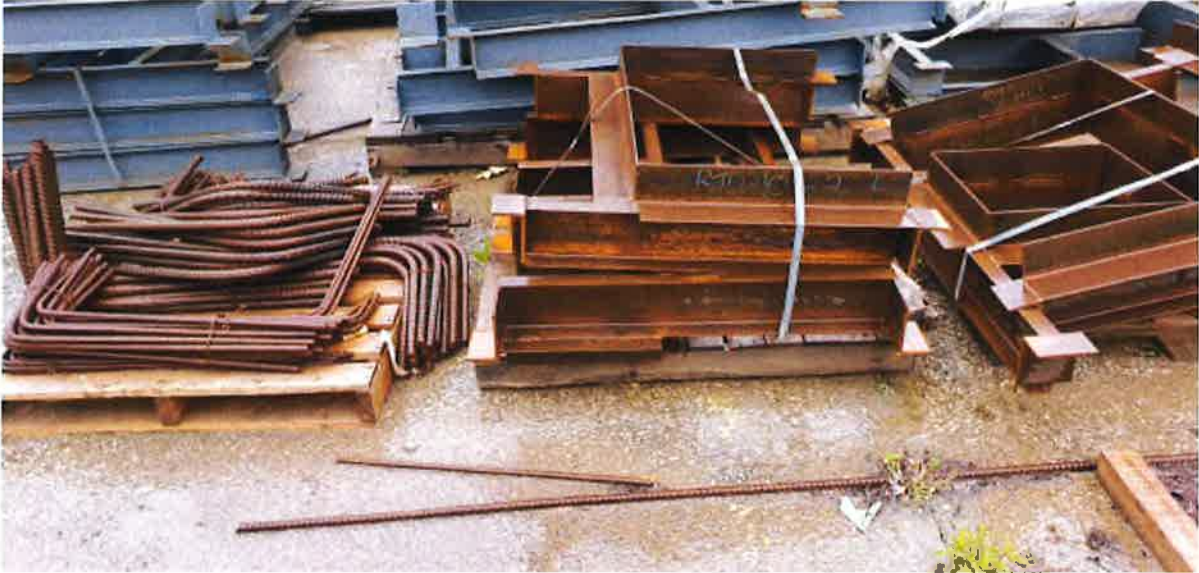




































SCHEDULE 1(d)

PERMITTED ENCUMBRANCES

Any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property; and the following encumbrances registered on title to the Lands

1. Instrument No. TL42961 (Bylaw) registered on title to the Lands;
2. Instrument No. AT4643103 (Bylaw) registered on title to the Lands;
3. Instrument No. AT4815350 (Notice) registered on title to the Lands;
4. Instrument No. AT5243558 (Easement) registered on title to the Property; and
5. Instrument No. AT5274151 (Encroachment Agreement) registered on title to the Lands.

TAB 4

Proposals of 33 Laird Inc., 33 Laird GP Inc., and
33 Laird Limited Partnership

Estate No. 31-2693094

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD INC. A CORPORATION
INCORPORATED UNDER THE ONTARIO *BUSINESS
CORPORATIONS ACT***

PROPOSAL OF 33 LAIRD INC

ARTICLE 1

DEFINITIONS

1.1 Definitions

In this Proposal:

- a) "**Administrative Fees and Expenses**" means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal;
- b) "**Approval Order**" means an Order of the Court approving the Proposal;
- c) "**BIA**" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended and in force as at the Filing Date;
- d) "**Beaux**" means Beaux Properties International Inc.;
- e) "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- f) "**Canada Pension Plan**" means the Canada Pension Plan, R.S.C. 1985, c. C-8, as amended;
- g) "**Claim**" means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Filing Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether

- existing at present or commenced in the future based in whole or in part on facts which exist prior to or as of the Filing Date;
- h) "**Court**" means the Ontario Superior Court of Justice [in Bankruptcy and Insolvency] (Commercial List);
 - i) "**Creditor**" means any Person, having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
 - j) "**Creditors' Meeting**" means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
 - k) "**Creditors' Meeting Date**" means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date;
 - l) "**Debtor**" means 33 Laird Inc;
 - m) "**Employee Creditors**" means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if the Debtor became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period;
 - n) "**Employment Insurance Act**" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
 - o) "**Filing Date**" means 28 November 2020 (the date the Debtor filed a Notices of Intention to Make a Proposal);
 - p) "**Implementation Date**" means the date upon which the conditions set forth in Article 6.7 have been satisfied;
 - q) "**Income Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
 - r) "**Official Receiver**" shall have the meaning ascribed thereto in the BIA;
 - s) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;
 - t) "**Preferred Creditors**" means Creditors with Proven Claims that are required by the BIA to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Source Deduction Creditors;
 - u) "**Proof of Claim**" shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;
 - v) "**Property**" means the premises known municipally as 33 Laird Drive, Toronto, ON and owned by the Debtor;
 - w) "**Proposal**" means this proposal together with any amendments or additions thereto;
 - x) "**Proposal Date**" means the date of the filing of the Proposal with the Official Receiver;

- y) "**Purchaser**" means 33 Laird Development Inc. in its capacity as the general partner of 33 Laird Development Limited Partnership, a limited partnership under the laws of the Province of Ontario;
- z) "**Proven Claim**" of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the BIA;
- aa) "**Related Creditor**" means Beaux and/or SeaLink;
- bb) "**SeaLink**" means SeaLink JV Ltd. in trust;
- cc) "**Sale Agreement**" means the agreement of purchase and sale dated May 11, 2021 between the Debtor and the Purchaser for the purchase of the Property and all other assets of the Debtor;
- dd) "**Second Mortgage**" means the mortgage held by Beaux and SeaLink and registered on title to the Property as instrument number AT5572805;
- ee) "**Source Deduction Creditors**" means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the time of the Filing Date and are of a kind that could be subject to a demand under,
 - a. subsection 224(1.2) of the *Income Tax Act*;
 - b. any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to **subsection 224(1.2)** of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - c. any provision of provincial legislation that has a similar purpose to **subsection 224(1.2)** of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum;
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - ii. is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in **subsection 3(1)** of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- ff) "**Trustee**" means MNP Ltd. or its duly appointed successor or successors;
- gg) "**Unsecured Claim**" means a claim for which a creditor holds no security over the assets of the Debtor, or a claim for which any security held is valued at \$NIL within the meaning of Article 2.1, but for the purposes of the Proposal does not include the claim of the Related Creditor.
- hh) "**Unsecured Creditor Cash Pool**" means a fund of \$50,000 to be held by the Trustee for the distribution to the Unsecured Creditors in accordance with the terms of this Proposal.

- ii) "**Unsecured Creditors**" means the Preferred Creditors and any Creditor who holding an Unsecured Claim; and
- jj) "**Voting Letter**" shall mean the voting letter required by **subsection 51(1)** of the BIA to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to the Proposal and not to any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental hereto. In the Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

1.3 Interpretation Not Affected by Headings

The division of the Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of a table of contents and headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day.

1.5 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

In the Proposal, where the context requires, a word importing the singular number will include the plural and vice versa and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in the Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

The Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Proposal.

1.10 Proposals of 33 Laird Inc. 33 Laird GP Inc. and 33 Laird Limited Partnership

33 Laird Inc. is the bare trustee of the Property for 33 Laird GP Inc. as beneficial owner, which is the general partner of 33 Laird Limited Partnership. These three entities will as a result have the same assets and the same obligations to creditors. This Proposal by the Debtor is being made in conjunction with the proposals by 33 Laird GP Inc. and 33 Laird Limited Partnership. The treatment of creditors in this Proposal and the Unsecured Creditor Cash Pool shall mirror the treatment of creditors in the proposals of the other two entities. Without limiting the generality of the foregoing, there shall only be one Unsecured Creditor Cash Pool of \$50,000 among all three such proposals.

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITORS

2.1 Valuation of Security

For the purposes of this Proposal, the value of the security held by any creditor with a security interest in the assets of the Debtor that is subordinate to the Second Mortgage will be \$Nil and any amount owing to such creditors will be treated as an Unsecured Claim.

2.2 Secured Creditor

Subject to Article 2.1, the Claim of any Creditor with an interest ranking in priority to the Second Mortgage (which shall include without limiting the generality of the foregoing: (i) any municipal taxes owed, (ii) any holdback owing to claimants under the *Construction Act*, (iii) any amounts owing to DUCA Financial Services Credit Union Ltd. and Centurion Mortgage Corporation in respect of a mortgage on the Property, (iv) amounts owing to the Restructuring Professionals within the meaning of the Court Order dated May 12, 2021, (v) amounts owing to the DIP Lender within the meaning of the Court Order dated December 16, 2020, and (iv) any valid and enforceable trust claims as against the estate of the Debtor) shall be paid by the Debtor in accordance with agreements between the Debtors and the Secured Creditor or as otherwise agreed between the Secured Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement. For greater clarity, the Claims of any Creditor with an interest ranking in priority to the Second Mortgage are unaffected by this Proposal.

2.3 Classes of Creditors

For the purposes of voting on the Proposal, there shall be one (1) class of Creditors. Class 1 will consist of the Unsecured Creditors.

2.4 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid from the Unsecured Creditors Cash Pool to a maximum of \$15,000. Any further Administrative Fees and Expenses beyond that maximum amount will be paid pursuant to the charge granted by the Court in its order dated May 12, 2021.

2.5 Preferred Creditors

The Proven Claims of the Preferred Creditors are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the BIA and the Proposal.

2.6 The Second Mortgage

The Claim of each Related Creditor under the Second Mortgage shall be paid by the Debtor in accordance with agreements between the Debtor and the Related Creditor or as otherwise agreed between the Related Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement, subject to the Related Creditor releasing an interest in the proceeds of sale of the Property in the amount of the Unsecured Creditor Cash Pool. The Claim of the Related Creditor is otherwise not affected by this Proposal.

2.7 Unsecured Creditors

Unsecured Creditors will receive the funds from the Unsecured Creditor Cash Pool less the amounts referred to in Article 2.4 and 2.5, which shall be funded from the proceeds of sale of the Property pursuant to the Sale Agreement as noted in Article 2.6 on a pro rata basis on account of their respective Proven Claims.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claims

Each Creditor must file a Proof of Claim as required by the BIA to vote on, or receive a distribution under, the Proposal.

3.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each Proof of Claim in accordance with the provisions of the BIA. The procedure for valuing Claims of the Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA.

ARTICLE 4

MEETING OF CREDITORS

4.1 Unsecured Creditors' Meeting

On the Creditors' Meeting Date, the Debtor shall hold the Creditors' Meeting in order for the Creditors to consider and vote upon the Proposal.

4.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the BIA.

4.3 Conduct of Meeting

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the Secured Creditors and their respective legal counsel, if any, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

4.4 Adjournment of Meeting

The Creditors' Meeting may be adjourned in accordance with Section 52 of the BIA.

4.5 Voting by Creditors

To the extent provided for herein, each Creditor will be entitled to vote in their respective class to the extent of the amount that is equal to that Creditor's Claim. Any Proof of Claim in respect of a Claim that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the BIA.

4.6 Approval by Creditors

In order that the Proposal be binding, it must be approved by Creditors in accordance with the BIA.

ARTICLE 5

DISTRIBUTION

5.1 Payment of Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid on the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.2 Payment of Source Deduction Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors shall be paid within six (6) months after the making of the Approval Order using proceeds from the sale of the Property pursuant to the Sale Agreement.

5.3 Payment of the Second Mortgage

The amounts owing under the Second Mortgage shall be paid to the mortgage holder less the Unsecured Creditors Cash Pool on the later of the later of (i) Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.4 Payment of Unsecured Creditors

On the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement, the Debtor shall pay to the Trustee the Unsecured Creditor Cash Pool. The Trustee shall make the payments from the Unsecured Creditor Cash Pool to the Unsecured Creditors with a Proven Claim as soon as reasonably practicable.

5.5 Levy

All payments to Unsecured Creditors shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the BIA and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

5.6 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this Article 5, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

ARTICLE 6

MISCELLANEOUS

6.1 Release in favour of the Second Mortgage holders

The holders of the Second Mortgage have agreed to fund the Unsecured Creditors Cash Pool as noted in Article 2.6 in consideration for a full and final release. Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims by the Debtor or by the Unsecured Creditors as against the holders of the Second Mortgage arising out of or in connection with the Second Mortgage or the payment to be made to them by the Debtor on account of it.

6.2 Release in favour of directors and officers

Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims against any officer or director of the Debtor.

6.3 Non-application of sections 95 to 101 of the BIA

The provisions of sections 95 to 101 of the BIA shall not apply to this Proposal.

6.4 Discharge of Trustee

The provisions of this Proposal will be binding upon each Creditor, their heirs, executors, administrators, successors and assigns, for all purposes.

6.5 Modification of Proposal

The Debtor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

6.6 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Unsecured Creditor, will be deemed:

- a. to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- b. to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor that has occurred on or prior to the Implementation Date;
- c. to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the

Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly; and

- d. subject to the terms of the Proposal, to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal.

6.7 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

- a. The Approval of the Sale Agreement by the Court;
- b. The acceptance of the Proposal by the Unsecured Creditors; and
- c. The making of the Approval Order and the expiry of all appeal periods.

6.8 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns).

6.9 Conduct of the Debtor's Business

Subject to any Order made by the Court and completion of the transaction contemplated by the Sale Agreement, the Debtor shall remain in possession and control of its property and assets at all times, both before and after implementation of this Proposal.

6.10 Full Implementation

This Proposal will be fully implemented by the Debtor upon payment of the Unsecured Creditor Cash Pool to the Trustee in accordance with Article 5.4.

ARTICLE 7

GENERAL

7.1 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

- a) if to the Debtor:
President: Jason Birboim
c/o Goldman, Sloan, Nash and Haber LLP
480 University Avenue
Toronto ON M5G 1V2
Attention: Brendan Bissell
Email: bissell@gsnh.com

- b) if to an Unsecured Creditor, to the address or telecopier number for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no proof of Claim has been filed, to such other address or telecopier number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and

- c) if to the Trustee:
MNP Ltd.
300-111Richmond St W
Toronto, ON M5H 204
Attention: Sheldon Title
Telecopier: 416-596-7894
E-mail:sheldon.title@mnp.ca

or to such other address or telecopier number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by telecopier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th)

Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

7.2 Foreign Currency Obligations

For purposes of this Proposal, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the Filing Date.

7.3 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

7.4 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

DATED at the City of Toronto, in the Province of Ontario, this 28th day of May, 2021.

33 LAIRD INC.

Per: 

Name: Jason Birnboim

Title: President

I have authority to bind the corporation.

Estate No. 31- 2693092

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD GP INC., A
CORPORATION INCORPORATED UNDER THE ONTARIO
BUSINESS CORPORATIONS ACT**

OF 33 LAIRD GP INC.

ARTICLE 1

DEFINITIONS

1.1 Definitions

In this Proposal:

- a) "**Administrative Fees and Expenses**" means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal;
- b) "**Approval Order**" means an Order of the Court approving the Proposal;
- c) "**BIA**" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended and in force as at the Filing Date;
- d) "**Beaux**" means Beaux Properties International Inc.;
- e) "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- f) "**Canada Pension Plan**" means the Canada Pension Plan, R.S.C. 1985, c. C-8, as amended;
- g) "**Claim**" means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Filing Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether

- existing at present or commenced in the future based in whole or in part on facts which exist prior to or as of the Filing Date;
- h) "**Court**" means the Ontario Superior Court of Justice [in Bankruptcy and Insolvency] (Commercial List);
 - i) "**Creditor**" means any Person, having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
 - j) "**Creditors' Meeting**" means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
 - k) "**Creditors' Meeting Date**" means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date;
 - l) "**Debtor**" means 33 Laird GP Inc.;
 - m) "**Employee Creditors**" means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if the Debtor became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period;
 - n) "**Employment Insurance Act**" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
 - o) "**Filing Date**" means 28 November 2020 (the date the Debtor filed a Notices of Intention to Make a Proposal);
 - p) "**Implementation Date**" means the date upon which the conditions set forth in Article 6.7 have been satisfied;
 - q) "**Income Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
 - r) "**Official Receiver**" shall have the meaning ascribed thereto in the BIA;
 - s) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;
 - t) "**Preferred Creditors**" means Creditors with Proven Claims that are required by the BIA to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Source Deduction Creditors;
 - u) "**Proof of Claim**" shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;
 - v) "**Property**" means the premises known municipally as 33 Laird Drive, Toronto, ON and owned by the Debtor;
 - w) "**Proposal**" means this proposal together with any amendments or additions thereto;
 - x) "**Proposal Date**" means the date of the filing of the Proposal with the Official Receiver;

- y) "**Purchaser**" means 33 Laird Development Inc. in its capacity as the general partner of 33 Laird Development Limited Partnership, a limited partnership under the laws of the Province of Ontario;
- z) "**Proven Claim**" of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the BIA;
- aa) "**Related Creditor**" means Beaux and/or SeaLink;
- bb) "**SeaLink**" means SeaLink JV Ltd. in trust;
- cc) "**Sale Agreement**" means the agreement of purchase and sale dated May 11, 2021 between the Debtor and the Purchaser for the purchase of the Property and all other assets of the Debtor;
- dd) "**Second Mortgage**" means the mortgage held by Beaux and SeaLink and registered on title to the Property as instrument number AT5572805;
- ee) "**Source Deduction Creditors**" means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the time of the Filing Date and are of a kind that could be subject to a demand under,
 - a. subsection 224(1.2) of the *Income Tax Act*;
 - b. any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to **subsection 224(1.2)** of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - c. any provision of provincial legislation that has a similar purpose to **subsection 224(1.2)** of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum;
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - ii. is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in **subsection 3(1)** of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- ff) "**Trustee**" means MNP Ltd. or its duly appointed successor or successors;
- gg) "**Unsecured Claim**" means a claim for which a creditor holds no security over the assets of the Debtor, or a claim for which any security held is valued at \$NIL within the meaning of Article 2.1, but for the purposes of the Proposal does not include the claim of the Related Creditor.
- hh) "**Unsecured Creditor Cash Pool**" means a fund of \$50,000 to be held by the Trustee for the distribution to the Unsecured Creditors in accordance with the terms of this Proposal.

- ii) "**Unsecured Creditors**" means the Preferred Creditors and any Creditor who holding an Unsecured Claim; and
- jj) "**Voting Letter**" shall mean the voting letter required by **subsection 51(1)** of the BIA to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to the Proposal and not to any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental hereto. In the Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

1.3 Interpretation Not Affected by Headings

The division of the Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of a table of contents and headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day.

1.5 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

In the Proposal, where the context requires, a word importing the singular number will include the plural and vice versa and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in the Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

The Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Proposal.

1.10 Proposals of 33 Laird Inc. 33 Laird GP Inc. and 33 Laird Limited Partnership

33 Laird Inc. is the bare trustee of the Property for 33 Laird GP Inc. as beneficial owner, which is the general partner of 33 Laird Limited Partnership. These three entities will as a result have the same assets and the same obligations to creditors. This Proposal by the Debtor is being made in conjunction with the proposals by 33 Laird Inc. and 33 Laird Limited Partnership. The treatment of creditors in this Proposal and the Unsecured Creditor Cash Pool shall mirror the treatment of creditors in the proposals of the other two entities. Without limiting the generality of the foregoing, there shall only be one Unsecured Creditor Cash Pool of \$50,000 among all three such proposals.

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITORS

2.1 Valuation of Security

For the purposes of this Proposal, the value of the security held by any creditor with a security interest in the assets of the Debtor that is subordinate to the Second Mortgage will be \$Nil and any amount owing to such creditors will be treated as an Unsecured Claim.

2.2 Secured Creditor

Subject to Article 2.1, the Claim of any Creditor with an interest ranking in priority to the Second Mortgage (which shall include without limiting the generality of the foregoing: (i) any municipal taxes owed, (ii) any holdback owing to claimants under the *Construction Act*, (iii) any amounts owing to DUCA Financial Services Credit Union Ltd. and Centurion Mortgage Corporation in respect of a mortgage on the Property, (iv) amounts owing to the Restructuring Professionals within the meaning of the Court Order dated May 12, 2021, (v) amounts owing to the DIP Lender within the meaning of the Court Order dated December 16, 2020, and (iv) any valid and enforceable trust claims as against the estate of the Debtor) shall be paid by the Debtor in accordance with agreements between the Debtors and the Secured Creditor or as otherwise agreed between the Secured Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement. For greater clarity, the Claims of any Creditor with an interest ranking in priority to the Second Mortgage are unaffected by this Proposal.

2.3 Classes of Creditors

For the purposes of voting on the Proposal, there shall be one (1) class of Creditors. Class 1 will consist of the Unsecured Creditors.

2.4 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid from the Unsecured Creditors Cash Pool to a maximum of \$15,000. Any further Administrative Fees and Expenses beyond that maximum amount will be paid pursuant to the charge granted by the Court in its order dated May 12, 2021.

2.5 Preferred Creditors

The Proven Claims of the Preferred Creditors are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the BIA and the Proposal.

2.6 The Second Mortgage

The Claim of each Related Creditor under the Second Mortgage shall be paid by the Debtor in accordance with agreements between the Debtor and the Related Creditor or as otherwise agreed between the Related Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement, subject to the Related Creditor releasing an interest in the proceeds of sale of the Property in the amount of the Unsecured Creditor Cash Pool. The Claim of the Related Creditor is otherwise not affected by this Proposal.

2.7 Unsecured Creditors

Unsecured Creditors will receive the funds from the Unsecured Creditor Cash Pool less the amounts referred to in Article 2.4 and 2.5, which shall be funded from the proceeds of sale of the Property pursuant to the Sale Agreement as noted in Article 2.6 on a pro rata basis on account of their respective Proven Claims.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claims

Each Creditor must file a Proof of Claim as required by the BIA to vote on, or receive a distribution under, the Proposal.

3.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each Proof of Claim in accordance with the provisions of the BIA. The procedure

for valuing Claims of the Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA.

ARTICLE 4

MEETING OF CREDITORS

4.1 Unsecured Creditors' Meeting

On the Creditors' Meeting Date, the Debtor shall hold the Creditors' Meeting in order for the Creditors to consider and vote upon the Proposal.

4.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the BIA.

4.3 Conduct of Meeting

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the Secured Creditors and their respective legal counsel, if any, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

4.4 Adjournment of Meeting

The Creditors' Meeting may be adjourned in accordance with Section 52 of the BIA.

4.5 Voting by Creditors

To the extent provided for herein, each Creditor will be entitled to vote in their respective class to the extent of the amount that is equal to that Creditor's Claim. Any Proof of Claim in respect of a Claim that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the BIA.

4.6 Approval by Creditors

In order that the Proposal be binding, it must be approved by Creditors in accordance with the BIA.

ARTICLE 5

DISTRIBUTION

5.1 Payment of Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid on the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.2 Payment of Source Deduction Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors shall be paid within six (6) months after the making of the Approval Order using proceeds from the sale of the Property pursuant to the Sale Agreement.

5.3 Payment of the Second Mortgage

The amounts owing under the Second Mortgage shall be paid to the mortgage holder less the Unsecured Creditors Cash Pool on the later of the later of (i) Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.4 Payment of Unsecured Creditors

On the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement, the Debtor shall pay to the Trustee the Unsecured Creditor Cash Pool. The Trustee shall make the payments from the Unsecured Creditor Cash Pool to the Unsecured Creditors with a Proven Claim as soon as reasonably practicable.

5.5 Levy

All payments to Unsecured Creditors shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the BIA and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

5.6 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this Article 5, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

ARTICLE 6

MISCELLANEOUS

6.1 Release in favour of the Second Mortgage holders

The holders of the Second Mortgage have agreed to fund the Unsecured Creditors Cash Pool as noted in Article 2.6 in consideration for a full and final release. Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims by the Debtor or by the Unsecured Creditors as against the holders of the Second Mortgage arising out of or in connection with the Second Mortgage or the payment to be made to them by the Debtor on account of it.

6.2 Release in favour of directors and officers

Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims against any officer or director of the Debtor.

6.3 Non-application of sections 95 to 101 of the BIA

The provisions of sections 95 to 101 of the BIA shall not apply to this Proposal.

6.4 Discharge of Trustee

The provisions of this Proposal will be binding upon each Creditor, their heirs, executors, administrators, successors and assigns, for all purposes.

6.5 Modification of Proposal

The Debtor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

6.6 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Unsecured Creditor, will be deemed:

- a. to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- b. to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor that has occurred on or prior to the Implementation Date;
- c. to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the

Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly; and

- d. subject to the terms of the Proposal, to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal.

6.7 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

- a. The Approval of the Sale Agreement by the Court;
- b. The acceptance of the Proposal by the Unsecured Creditors; and
- c. The making of the Approval Order and the expiry of all appeal periods.

6.8 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns).

6.9 Conduct of the Debtor's Business

Subject to any Order made by the Court and completion of the transaction contemplated by the Sale Agreement, the Debtor shall remain in possession and control of its property and assets at all times, both before and after implementation of this Proposal.

6.10 Full Implementation

This Proposal will be fully implemented by the Debtor upon payment of the Unsecured Creditor Cash Pool to the Trustee in accordance with Article 5.4.

ARTICLE 7

GENERAL

7.1 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

a) if to the Debtor:

President: Jason Birboim
c/o Goldman, Sloan, Nash and Haber LLP
480 University Avenue
Toronto ON M5G 1V2
Attention: Brendan Bissell
Email: bissell@gsnh.com

b) if to an Unsecured Creditor, to the address or telecopier number for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no proof of Claim has been filed, to such other address or telecopier number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and

c) if to the Trustee:

MNP Ltd.
300-111 Richmond St W
Toronto, ON M5H 204
Attention: Sheldon Title
Telecopier: 416-596-7894
E-mail: sheldon.title@mnp.ca

or to such other address or telecopier number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by telecopier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th)

Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

7.2 Foreign Currency Obligations

For purposes of this Proposal, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the Filing Date.

7.3 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

7.4 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

DATED at the City of Toronto, in the Province of Ontario, this 28th day of May, 2021.

33 LAIRD GP INC.

Per: 

Name: Jason Birnboim

Title: President

I have authority to bind the corporation.

Estate No. 31- 2693095

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD LIMITED
PARTNERSHIP, A LIMITED PARTNERSHIP FORMED
UNDER THE ONTARIO *LIMITED PARTNERSHIPS ACT***

PROPOSAL 33 LAIRD LIMITED PARTNERSHIP.

ARTICLE 1

DEFINITIONS

1.1 Definitions

In this Proposal:

- a) "**Administrative Fees and Expenses**" means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal;
- b) "**Approval Order**" means an Order of the Court approving the Proposal;
- c) "**BIA**" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended and in force as at the Filing Date;
- d) "**Beaux**" means Beaux Properties International Inc.;
- e) "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- f) "**Canada Pension Plan**" means the Canada Pension Plan, R.S.C. 1985, c. C-8, as amended;
- g) "**Claim**" means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Filing Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether

existing at present or commenced in the future based in whole or in part on facts which exist prior to or as of the Filing Date;

- h) "**Court**" means the Ontario Superior Court of Justice [in Bankruptcy and Insolvency] (Commercial List);
- i) "**Creditor**" means any Person, having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
- j) "**Creditors' Meeting**" means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
- k) "**Creditors' Meeting Date**" means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date;
- l) "**Debtor**" means 33 Laird Limited Partnership, collectively;
- m) "**Employee Creditors**" means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if the Debtor became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period;
- n) "**Employment Insurance Act**" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
- o) "**Filing Date**" means 28 November 2020 (the date the Debtor filed a Notices of Intention to Make a Proposal);
- p) "**Implementation Date**" means the date upon which the conditions set forth in Article 6.6 have been satisfied;
- q) "**Income Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
- r) "**Official Receiver**" shall have the meaning ascribed thereto in the BIA;
- s) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;
- t) "**Preferred Creditors**" means Creditors with Proven Claims that are required by the BIA to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Source Deduction Creditors;
- u) "**Proof of Claim**" shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;
- v) "**Property**" means the premises known municipally as 33 Laird Drive, Toronto, ON and owned by the Debtor;
- w) "**Proposal**" means this proposal together with any amendments or additions thereto;
- x) "**Proposal Date**" means the date of the filing of the Proposal with the Official Receiver;

- y) "**Purchaser**" means 33 Laird Development Inc. in its capacity as the general partner of 33 Laird Development Limited Partnership, a limited partnership under the laws of the Province of Ontario;
- z) "**Proven Claim**" of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the BIA;
- aa) "**Related Creditor**" means Beaux and/or SeaLink;
- bb) "**SeaLink**" means SeaLink JV Ltd. in trust;
- cc) "**Sale Agreement**" means the agreement of purchase and sale dated May 11, 2021 between the Debtor and the Purchaser for the purchase of the Property and all other assets of the Debtor;
- dd) "**Second Mortgage**" means the mortgage held by Beaux and SeaLink and registered on title to the Property as instrument number AT5572805;
- ee) "**Source Deduction Creditors**" means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the time of the Filing Date and are of a kind that could be subject to a demand under,
 - a. subsection 224(1.2) of the *Income Tax Act*;
 - b. any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to **subsection 224(1.2)** of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - c. any provision of provincial legislation that has a similar purpose to **subsection 224(1.2)** of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum;
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - ii. is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in **subsection 3(1)** of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- ff) "**Trustee**" means MNP Ltd. or its duly appointed successor or successors;
- gg) "**Unsecured Claim**" means a claim for which a creditor holds no security over the assets of the Debtor, or a claim for which any security held is valued at \$NIL within the meaning of Article 2.1, but for the purposes of the Proposal does not include the claim of the Related Creditor.
- hh) "**Unsecured Creditor Cash Pool**" means a fund of \$50,000 to be held by the Trustee for the distribution to the Unsecured Creditors in accordance with the terms of this Proposal.

- ii) "**Unsecured Creditors**" means the Preferred Creditors and any Creditor who holding an Unsecured Claim; and
- jj) "**Voting Letter**" shall mean the voting letter required by **subsection 51(1)** of the BIA to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to the Proposal and not to any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental hereto. In the Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

1.3 Interpretation Not Affected by Headings

The division of the Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of a table of contents and headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day.

1.5 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

In the Proposal, where the context requires, a word importing the singular number will include the plural and vice versa and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in the Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

The Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Proposal.

1.10 Proposals of 33 Laird Inc. 33 Laird GP Inc. and 33 Laird Limited Partnership

33 Laird Inc. is the bare trustee of the Property for 33 Laird GP Inc. as beneficial owner, which is the general partner of 33 Laird Limited Partnership. These three entities will as a result have the same assets and the same obligations to creditors. This Proposal by the Debtor is being made in conjunction with the proposals by 33 Laird Inc. and 33 Laird GP Inc. The treatment of creditors in this Proposal and the Unsecured Creditor Cash Pool shall mirror the treatment of creditors in the proposals of the other two entities. Without limiting the generality of the foregoing, there shall only be one Unsecured Creditor Cash Pool of \$50,000 among all three such proposals.

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITORS

2.1 Valuation of Security

For the purposes of this Proposal, the value of the security held by any creditor with a security interest in the assets of the Debtor that is subordinate to the Second Mortgage will be \$Nil and any amount owing to such creditors will be treated as an Unsecured Claim.

2.2 Secured Creditor

Subject to Article 2.1, the Claim of any Creditor with an interest ranking in priority to the Second Mortgage (which shall include without limiting the generality of the foregoing: (i) any municipal taxes owed, (ii) any holdback owing to claimants under the *Construction Act*, (iii) any amounts owing to DUCA Financial Services Credit Union Ltd. and Centurion Mortgage Corporation in respect of a mortgage on the Property, (iv) amounts owing to the Restructuring Professionals within the meaning of the Court Order dated May 12, 2021, (v) amounts owing to the DIP Lender within the meaning of the Court Order dated December 16, 2020, and (iv) any valid and enforceable trust claims as against the estate of the Debtor) shall be paid by the Debtor in accordance with agreements between the Debtors and the Secured Creditor or as otherwise agreed between the Secured Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement. For greater clarity, the Claims of any Creditor with an interest ranking in priority to the Second Mortgage are unaffected by this Proposal.

2.3 Classes of Creditors

For the purposes of voting on the Proposal, there shall be one (1) class of Creditors. Class 1 will consist of the Unsecured Creditors.

2.4 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid from the Unsecured Creditors Cash Pool to a maximum of \$15,000. Any further Administrative Fees and Expenses beyond that maximum amount will be paid pursuant to the charge granted by the Court in its order dated May 12, 2021.

2.5 Preferred Creditors

The Proven Claims of the Preferred Creditors are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the BIA and the Proposal.

2.6 The Second Mortgage

The Claim of each Related Creditor under the Second Mortgage shall be paid by the Debtor in accordance with agreements between the Debtor and the Related Creditor or as otherwise agreed between the Related Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement, subject to the Related Creditor releasing an interest in the proceeds of sale of the Property in the amount of the Unsecured Creditor Cash Pool. The Claim of the Related Creditor is otherwise not affected by this Proposal.

2.7 Unsecured Creditors

Unsecured Creditors will receive the funds from the Unsecured Creditor Cash Pool less the amounts referred to in Article 2.4 and 2.5, which shall be funded from the proceeds of sale of the Property pursuant to the Sale Agreement as noted in Article 2.6 on a pro rata basis on account of their respective Proven Claims.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claims

Each Creditor must file a Proof of Claim as required by the BIA to vote on, or receive a distribution under, the Proposal.

3.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each Proof of Claim in accordance with the provisions of the BIA. The procedure

for valuing Claims of the Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA.

ARTICLE 4

MEETING OF CREDITORS

4.1 Unsecured Creditors' Meeting

On the Creditors' Meeting Date, the Debtor shall hold the Creditors' Meeting in order for the Creditors to consider and vote upon the Proposal.

4.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the BIA.

4.3 Conduct of Meeting

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the Secured Creditors and their respective legal counsel, if any, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

4.4 Adjournment of Meeting

The Creditors' Meeting may be adjourned in accordance with Section 52 of the BIA.

4.5 Voting by Creditors

To the extent provided for herein, each Creditor will be entitled to vote in their respective class to the extent of the amount that is equal to that Creditor's Claim. Any Proof of Claim in respect of a Claim that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the BIA.

4.6 Approval by Creditors

In order that the Proposal be binding, it must be approved by Creditors in accordance with the BIA.

ARTICLE 5

DISTRIBUTION

5.1 Payment of Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid on the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.2 Payment of Source Deduction Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors shall be paid within six (6) months after the making of the Approval Order using proceeds from the sale of the Property pursuant to the Sale Agreement.

5.3 Payment of the Second Mortgage

The amounts owing under the Second Mortgage shall be paid to the mortgage holder less the Unsecured Creditors Cash Pool on the later of the later of (i) Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.4 Payment of Unsecured Creditors

On the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement, the Debtor shall pay to the Trustee the Unsecured Creditor Cash Pool. The Trustee shall make the payments from the Unsecured Creditor Cash Pool to the Unsecured Creditors with a Proven Claim as soon as reasonably practicable.

5.5 Levy

All payments to Unsecured Creditors shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the BIA and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

5.6 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this Article 5, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

ARTICLE 6

MISCELLANEOUS

6.1 Release in favour of the Second Mortgage holders

The holders of the Second Mortgage have agreed to fund the Unsecured Creditors Cash Pool as noted in Article 2.6 in consideration for a full and final release. Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims by the Debtor or by the Unsecured Creditors as against the holders of the Second Mortgage arising out of or in connection with the Second Mortgage or the payment to be made to them by the Debtor on account of it.

6.2 Non-application of sections 95 to 101 of the BIA

The provisions of sections 95 to 101 of the BIA shall not apply to this Proposal.

6.3 Discharge of Trustee

The provisions of this Proposal will be binding upon each Creditor, their heirs, executors, administrators, successors and assigns, for all purposes.

6.4 Modification of Proposal

The Debtor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

6.5 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Unsecured Creditor, will be deemed:

- a. to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- b. to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor that has occurred on or prior to the Implementation Date;
- c. to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly; and

- d. subject to the terms of the Proposal, to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal.

6.6 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

- a. The Approval of the Sale Agreement by the Court;
- b. The acceptance of the Proposal by the Unsecured Creditors; and
- c. The making of the Approval Order and the expiry of all appeal periods.

6.7 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns).

6.8 Conduct of the Debtor's Business

Subject to any Order made by the Court and completion of the transaction contemplated by the Sale Agreement, the Debtor shall remain in possession and control of its property and assets at all times, both before and after implementation of this Proposal.

6.9 Full Implementation

This Proposal will be fully implemented by the Debtor upon payment of the Unsecured Creditor Cash Pool to the Trustee in accordance with Article 5.4.

ARTICLE 7

GENERAL

7.1 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

a) if to the Debtor:

President: Jason Birboim
c/o Goldman, Sloan, Nash and Haber LLP
480 University Avenue
Toronto ON M5G 1V2
Attention: Brendan Bissell
Email: bissell@gsnh.com

b) if to an Unsecured Creditor, to the address or telecopier number for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no proof of Claim has been filed, to such other address or telecopier number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and

c) if to the Trustee:

MNP Ltd.
300-111Richmond St W
Toronto, ON M5H 204
Attention: Sheldon Title
Telecopier: 416-596-7894
E-mail:sheldon.title@mnp.ca

or to such other address or telecopier number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by telecopier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th)

Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

7.2 Foreign Currency Obligations

For purposes of this Proposal, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the Filing Date.

7.3 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

7.4 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

DATED at the City of Toronto, in the Province of Ontario, this 28th day of May, 2021.

33 LAIRD LIMITED PARTNERSHIP

Per: 

Name: Beaux Properties International Inc., by Jason Birnboim in his capacities as director of the corporation and having capacity to bind the corporation

Title: Limited Partner

TAB 5

Certified *Personal Property Security Act* reports for each of
33 Laird Inc., 33 Laird GP Inc., and 33 Laird Limited Partnership
dated June 25, 2021

RUN NUMBER : 176
RUN DATE : 2021/06/25
ID : 20210625152859.25

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

[Responding Motion Record Page No. 150]

REPORT : PSSR060
PAGE : 1
(6608)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 33 LAIRD INC.

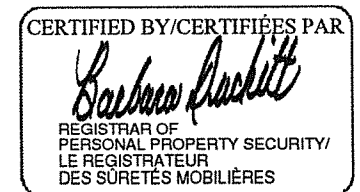
FILE CURRENCY : 24JUN 2021

ENQUIRY NUMBER 20210625152859.25 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

GOLDMAN SLOAN NASH & HABER LLP - ANNE PALABASAN
480 UNIVERSITY AVE, SUITE 1600
TORONTO ON M5G 1V2

CONTINUED... 2



(crfj5 06/2019)

Ontario 

RUN NUMBER : 176
 RUN DATE : 2021/06/25
 ID : 20210625152859.25

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 2
 (6609)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 33 LAIRD INC.
 FILE CURRENCY : 24JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 726410295

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20170407 1137 1590 1354	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 33 LAIRD INC.

04 ADDRESS 2323 YONGE STREET, SUITE 605 TORONTO

ONTARIO CORPORATION NO.
 ON M4P 2C9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / DUCA FINANCIAL SERVICES CREDIT UNION LTD.
 LIEN CLAIMANT

09 ADDRESS 5290 YONGE STREET TORONTO

ON M2N 5P9

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE
10	X	X	X	X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING CHAITONS LLP (DB/52340)
 AGENT

17 ADDRESS 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crj11u 06/2019)



RUN NUMBER : 176
 RUN DATE : 2021/06/25
 ID : 20210625152859.25

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 3
 (6610)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 33 LAIRD INC.
 FILE CURRENCY : 24JUN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE NUMBER UNDER		
01	01	001	20190911 1452 1590 4964	
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22			B RENEWAL	2
		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	33 LAIRD INC.	
25	OTHER CHANGE			
26	REASON/ DESCRIPTION			
27				
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFeree	BUSINESS NAME		
03/				
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10				
	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CHAITONS LLP (DB/52340)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO ON M2N 7E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)



RUN NUMBER : 176
 RUN DATE : 2021/06/25
 ID : 20210625152859.25

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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 CERTIFICATE

REPORT : PSSR060
 PAGE : 5
 (6612)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 33 LAIRD INC.
 FILE CURRENCY : 24JUN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE NUMBER UNDER		
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21	RECORD REFERENCED	FILE NUMBER	726410313	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
			B RENEWAL	YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	33 LAIRD INC.	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10				
11	MOTOR	YEAR MAKE	MODEL	V. I. N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CHAITONS LLP (DB/52340)		
17	SECURED PARTY/	ADDRESS	TORONTO	ON M2N 7E9
	LIEN CLAIMANT	5000 YONGE STREET, 10TH FLOOR		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 176
RUN DATE : 2021/06/25
ID : 20210625152859.25

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

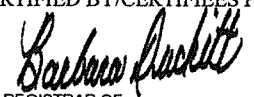
REPORT : PSSR060
PAGE : 6
(6613)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 33 LAIRD INC.
FILE CURRENCY : 24JUN 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
726410295	20170407 1137 1590 1354	20190911 1452 1590 4964		
726410313	20170407 1138 1590 1355	20190911 1452 1590 4963		

4 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crfj5 06/2019)





ending



Record



No. 15



RUN NUMBER : 176
RUN DATE : 2021/06/25
ID : 20210625153020.78

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(6614)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 33 LAIRD GP INC.

FILE CURRENCY : 24JUN 2021

ENQUIRY NUMBER 20210625153020.78 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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TORONTO ON M5G 1V2

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj5 06/2019)





ending



Record



No. 13



RUN NUMBER : 176
RUN DATE : 2021/06/25
ID : 20210625153113.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(6615)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 33 LAIRD LIMITED PARTNERSHIP

FILE CURRENCY : 24JUN 2021

ENQUIRY NUMBER 20210625153113.42 CONTAINS 4 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

GOLDMAN SLOAN NASH & HABER LLP - ANNE PALABASAN
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Barbara Duckitt
REGISTRAR OF
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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crf5 06/2019)

CONTINUED... 2



RUN NUMBER : 176
 RUN DATE : 2021/06/25
 ID : 20210625153113.42

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 2
 (6616)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 33 LAIRD LIMITED PARTNERSHIP
 FILE CURRENCY : 24JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 726410367

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20170407 1139 1590 1356	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME : 33 LAIRD LIMITED PARTNERSHIP

04 ADDRESS : 2323 YONGE STREET, SUITE 605 TORONTO

ONTARIO CORPORATION NO.
 ON M4P 2C9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT : DUCA FINANCIAL SERVICES CREDIT UNION LTD.

09 ADDRESS : 5290 YONGE STREET TORONTO

ON M2N 5P9

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				

12

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT : CHAITONS LLP (DB/52340)

17 ADDRESS : 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 176
 RUN DATE : 2021/06/25
 ID : 20210625153113.42

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 3
 (6617)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 33 LAIRD LIMITED PARTNERSHIP
 FILE CURRENCY : 24JUN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE NUMBER UNDER		
01	01	001	20190911 1452 1590	4962
21	RECORD REFERENCED	FILE NUMBER	726410367	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
			B RENEWAL	2
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	33 LAIRD LIMITED PARTNERSHIP	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10				
11	MOTOR	YEAR MAKE	MODEL	V. I. N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CHAITONS LLP (DB/52340)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	TORONTO	ON M2N 7E9
		5000 YONGE STREET, 10TH FLOOR		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)



RUN NUMBER : 176
RUN DATE : 2021/06/25
ID : 20210625153113.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(6618)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 33 LAIRD LIMITED PARTNERSHIP
FILE CURRENCY : 24JUN 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
726410367	20170407 1139 1590 1356	20190911 1452 1590 4962		

2 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crfj5 06/2019)



IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF 33 LAIRD INC. AND 33 LAIRD GP INC., CORPORATIONS INCORPORATED UNDER THE ONTARIO *BUSINESS CORPORATIONS ACT*, AND 33 LAIRD LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP FORMED UNDER THE ONTARIO *LIMITED PARTNERSHIPS ACT*

Estate File No. 31-2693094

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO**

**RESPONDING MOTION RECORD OF
33 LAIRD INC., 33 LAIRD GP INC.,
AND 33 LAIRD LIMITED PARTNERSHIP
(cross-motion returnable July 6, 2021)**

GOLDMAN SLOAN NASH & HABER LLP
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Lawyers for 33 Laird Inc., 33 Laird GP Inc. and
33 Laird Limited Partnership