

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE )  
 )  
JUSTICE JANA STEELE )

THURSDAY, THE 20<sup>th</sup>  
  
DAY OF JULY, 2023



**IN THE MATTER OF THE BANKRUPTCY OF  
HUNTER BOOT (CANADA) INC. OF THE CITY OF TORONTO  
IN THE PROVINCE OF ONTARIO**

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by MNP Ltd. in its capacity as Licensed Insolvency Trustee (the "Trustee") of Hunter Boot (Canada) Inc. (the "Bankrupt") for an order approving the sale transaction (the "Transaction") contemplated by a Put Option Deed (the "Put Option Deed") entered into among the Bankrupt, ABG Hunter LLC (the "Purchaser") and ABG Intermediate Holdings 2 LLC dated June 2, 2023, and appended to the Report of the Trustee dated July 17, 2023 (the "Report"), and vesting in the Purchaser and/or such other person or persons as the Purchaser may designate as its nominee in accordance with the Put Option Deed or as otherwise agreed to, the Trustee's and Bankrupt's right, title and interest in and to the Transferred Assets (as defined in the Put Option Deed), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and the appendices and confidential appendices hereto (the "Confidential Appendices") and on hearing the submissions of counsel for the Trustee, the Bankrupt and the other parties as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Cassandra Connell sworn July 18, 2023, filed:

**SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

## CAPITALIZED TERMS

2. THIS COURT ORDER that, unless otherwise indicated herein, capitalized terms used in this Order shall have the meaning given to such terms in the Put Option Deed or Schedule A.

## TRANSACTION APPROVAL

3. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the exercising of the Put Option Deed by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee may deem necessary. The Trustee 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 Transferred Assets to the Purchaser and/or its nominee.

## VESTING OF TRANSFERRED ASSETS OTHER THAN STOCK IN TRANSIT

4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Trustee's certificate to the Purchaser and/or its nominee substantially in the form attached as Schedule B hereto (the "Trustee's Certificate"), all of the Trustee's and Bankrupt's right, title and interest in and to the Transferred Assets described in the Put Option Deed (other than Stock in Transit) shall Vest Free and Clear.

## VESTING OF STOCK IN TRANSIT

5. THIS COURT ORDERS AND DECLARES that all of the Trustee's and Bankrupt's right, title and interest in and to the Stock in Transit described in the Put Option Deed shall Vest Free and Clear on the Delivered SIT Payment Date.

## NET SALE PROCEEDS

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Transferred Assets shall stand in the place and stead of the Transferred Assets, and that from and after the delivery of the Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Transferred Assets with the same priority as they had with respect to the Transferred Assets immediately prior to the

sale, as if the Transferred 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.

#### ADDITIONAL PROVISIONS

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

8. THIS COURT ORDERS that, notwithstanding the assignment in bankruptcy made in respect of the Bankrupt, the vesting of the Transferred Assets in the Purchaser and/or its nominee pursuant to this Order shall be binding on the Trustee and shall not be void or voidable by creditors of the Bankrupt, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT 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 Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

10. THIS COURT ORDERS that the Report and the conduct of the Trustee as set out in the Report is hereby approved.

11. THIS COURT ORDERS that Confidential Appendices be sealed until the earlier of the date on which the Trustee files the Trustee's Certificate or further Order of this Honourable Court.

---

## Schedule A – Defined Terms

"Claims" has the meaning set out in the definition of "Vest Free and Clear", defined below.

"Encumbrances" has the meaning set out in the definition of "Vest Free and Clear", defined below.

"Vest Free and Clear" shall mean, in respect of the Transferred Assets, that:

- (a) such Transferred Assets vest absolutely in the Purchaser (and/or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"); and
- (b) all of the Encumbrances affecting or relating to the Transferred Assets are expunged and discharged as against the Transferred Assets.

**Schedule B – Form of Trustee’s Certificate**

Court File No. BK-23-02961172-0031

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**

B E T W E E N:

**IN THE MATTER OF THE BANKRUPTCY OF  
HUNTER BOOT (CANADA) INC. OF THE CITY OF TORONTO  
IN THE PROVINCE OF ONTARIO**

**TRUSTEE’S CERTIFICATE**

**RECITALS**

A. Pursuant to an assignment in bankruptcy made on June 30, 2023, MNP Ltd. (the “Trustee”) was appointed as the licensed insolvency trustee (the "Trustee") of Hunter Boot (Canada) Inc. (the “Bankrupt”).

B. Pursuant to an Order of the Court dated July 19, 2023, the Court approved the Put Option Deed made as of June 2, 2023, (the "Put Option Deed") entered into among the Bankrupt, ABG Hunter LLC (the “Purchaser”), and ABG Intermediate Holdings 2 LLC and provided for the vesting in the Purchaser and/or its nominee of the Trustee’s and Bankrupt’s right, title and interest in and to the Transferred Assets (other than Stock in Transit), which vesting is to be effective with respect to the Transferred Assets (other than Stock in Transit), upon the delivery by the Trustee to the Purchaser and/or its nominee of this certificate.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Put Option Deed.

THE TRUSTEE CERTIFIES the following:

1. The Purchaser and/or its nominee has satisfied the IPR Price and Stock Price in accordance with the Put Option Deed; and
2. The Transaction has been completed to the satisfaction of the Trustee.
3. This Certificate was delivered by the Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**MNP Ltd, in its capacity as Licensed  
Insolvency Trustee of Hunter Boot (Canada)  
Inc., and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

**IN THE MATTER OF THE BANKRUPTCY OF HUNTER BOOT (CANADA)  
INC. OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO**

Court File No. BK-23-02961172-0031

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**

Proceeding commenced at Toronto

**ORDER**

**WEIRFOULDS LLP**

66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto ON M5K 1B7

**Wojtek Jaskiewicz**  
(LSO# 49809L)

Tel: (416) 365-1110

**Lawyers for MNP LTD / MNP LTÉE, in their capacity as  
trustee in the bankruptcy for Hunter Boot (Canada) Inc.**

RCP-F 4C (September 1, 2020)