

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	THURSDAY, THE 11 th
)	
MR. JUSTICE PENNY)	DAY OF APRIL, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SPRINGER AEROSPACE HOLDINGS LIMITED AND 1138969 ONTARIO INC. (together referred to as the "**Applicants**")

APPROVAL AND VESTING ORDER

THIS MOTION, made by Springer Aerospace Holdings Limited ("**Hold Co**") and 1138969 Ontario Inc. ("**Springer**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), for an order, *inter alia*, (i) approving the Share Purchase Agreement between 1000488927 Ontario Inc., as purchaser (the "**Purchaser**"), and each of 1929927 Ontario Inc. and 5010945 Ontario Limited, as vendors (together, the "**Vendors**"), dated March 28, 2023 (the "**SPA**"), and the transactions contemplated thereby; (ii) declaring that 1000488910 Ontario Inc. ("**Residual Co**") is a company to which the CCAA applies; (iii) approving the vesting of all liabilities of the Applicants, other than the Continuing Liabilities (as defined in paragraph 7 herein), in and to Residual Co, and (iv) authorizing the Monitor to file an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") for and on behalf of Residual Co, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the motion record of the Applicants filed in respect of this motion, including the affidavit of Christopher Grant sworn April 6, 2023 and the exhibits attached thereto (the “**Grant Affidavit**”), and on reading the Fourth Report of MNP Ltd. (“**MNP**”) in its capacity as the court-appointed monitor of the Applicants (the “**Monitor**”) dated April 7, 2023 (the “**Fourth Report**”), and on hearing the submissions of counsel for the Applicants, the Monitor, Caisse Desjardins Ontario Credit Union Inc. (“**Desjardins**”) and such other counsel who were present, and on reading the affidavits of service of Levi Rivers and Joel Turgeon respectively sworn April 6 and April 11, 2023, filed:

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that all capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SPA or the Amended and Restated Initial Order of the Honourable Mr. Justice Penny dated December 2, 2022 (the “**Initial Order**”), as applicable.

APPROVAL OF TRANSACTIONS

3. **THIS COURT ORDERS AND DECLARES** that the SPA and the transactions contemplated thereby (the “**Transaction**”) are hereby approved, authorized and ratified, including, for greater certainty, the sale of the Purchased Shares to the Purchaser as fully paid and non-assessable shares, and that the execution of the SPA by the Vendors is hereby authorized, approved and ratified, *nunc pro tunc*, with such minor amendments as the Vendors, with the approval and consent of the Monitor, and the Purchaser, may agree to in writing.

4. **THIS COURT ORDERS** that, subject to this Order and the Initial Order, the Applicants are hereby authorized and directed to take such additional steps and execute such additional

documents as may be necessary or desirable to implement and complete the SPA and the Transaction.

5. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transaction and that no shareholder or other approval shall be required in connection therewith.

VESTING OF LIABILITIES IN RESIDUAL CO

6. **THIS COURT ORDERS** that Residual Co is a company to which the CCAA applies and that Residual Co shall be added as an Applicant to these CCAA Proceedings such that the term “Applicants” shall refer to and include Residual Co, and the term “Property” shall include the current and future assets, licenses, undertakings and properties of every nature and kind of Residual Co, whatsoever and wherever situate, and all proceeds thereof (the “**Residual Property**”).

7. **THIS COURT ORDERS** that other than the liabilities listed in **Schedule “A”** hereto (the “**Continuing Liabilities**”), all liabilities, claims, debts, obligations, indebtedness, trusts, or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, rights of distraint, levies, and charges of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not due yet in law or equity and whether based on statute or otherwise of each of Hold Co and Springer including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order; and/or (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”) or any other personal property registry system (collectively, the “**Vested Liabilities**”), shall be transferred to, assumed by, and vest absolutely and exclusively in Residual Co, and shall no longer be obligations of Hold Co or Springer, and the Vested Liabilities shall be and are hereby forever released, discharged and expunged as against Hold Co and Springer.

RESTRUCTURING TRANSACTIONS

8. **THIS COURT ORDERS AND DECLARES** that upon delivery to the Purchaser of the Monitor’s certificate (the “**Monitor’s Certificate**”), the form of which is appended hereto as

Schedule “B”, the following shall occur and shall be deemed to have occurred in the following sequence (the “**Restructuring Transactions**”):

- (a) in consideration for the payments described in the SPA, all the issued and outstanding shares of Hold Co (the “**Purchased Shares**”) shall vest in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the PPSA or any other personal property registry system (all of which are collectively referred to as “**Encumbrances**”), and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Shares are hereby expunged and discharged as against the Purchased Shares; and
- (b) Hold Co and Springer shall be deemed to cease being Applicants in the CCAA Proceedings and shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted in respect of the CCAA Proceedings, save and except for this Order, the provisions of which shall continue to apply in all respects.

9. **THIS COURT ORDERS** that the Applicants are hereby authorized and directed to take such additional steps and execute, register or file such additional documents as may be necessary or desirable for the completion of the Restructuring Transactions and to effect the release, expungement, or discharge of all Claims and Encumbrances released, expunged or discharged pursuant to this Order.

10. **THIS COURT ORDERS** that upon registration in the Land Registry Office #1 for the Land Titles Division of Algoma, the Land Registrar is hereby directed to vacate and expunge from title to the subject real property identified in **Schedule “C”** hereto (the “**Real Property**”) all of the Claims and Encumbrances identified in **Schedule “D”** hereto.

11. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery.

12. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Purchaser regarding the satisfaction or waiver of conditions to closing under the SPA and shall have no liability with respect to the delivery of the Monitor's Certificate.

13. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of the Claims relating to the Property, the proceeds received by the Monitor pursuant to the Restructuring Transactions (the "**Proceeds**") shall stand in the place and stead of the Property of Hold Co and Springer, and claimants shall have the same security and priority as against the Proceeds as they had against the Property of Hold Co and Springer, as applicable, immediately prior to the completion of the Restructuring Transactions, as if the Restructuring Transactions had not occurred.

14. **THIS COURT ORDERS** that, upon delivery by the Monitor of the Monitor's Certificate and subject to paragraph 25 of this Order, the Proceeds received by the Monitor in connection with the consummation of the Restructuring Transactions shall be distributed by the Monitor, without further order of the Court, as follows (together, the "**Distributions**"):

- (a) first, in payment of all amounts accrued and outstanding to the Applicants' counsel, the Monitor, and the Monitor's counsel as of the Closing Date;
- (b) second, in payment of all amounts outstanding to Hillmount Capital Inc. under the DIP Facility as of the Closing Date;
- (c) third, in payment of all amounts outstanding pursuant to the Key Employee Retention Plan approved pursuant to the Endorsement of Justice Penny dated February 27, 2023, up to a maximum of \$70,000 as of the Closing Date;
- (d) fourth, in payment of all amounts which constitute Priority Payables as of the Closing Date; and
- (e) fifth, the balance of funds to Desjardins on account of the amounts (or portion thereof) owing by the Applicants to Desjardins.

15. **THIS COURT ORDERS** that, pursuant to the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Applicants or the Monitor are authorized, permitted and directed to disclose to the Purchaser all human resources and payroll information in the Applicants' records pertaining to past and current employees. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use personal information provided to it in a manner that is, in all material respects, identical to the prior use of such information by the Applicants.

16. **THIS COURT ORDERS** that except to the extent expressly contemplated by the SPA, all contracts and agreements to which either Applicant is a party at the time of the delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing, which would have entitled a person to enforce rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants);
- (b) the insolvency of any Applicant or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the SPA, the Restructuring Transactions or the provisions of this Order, or any other Order of the Court in these CCAA Proceedings; or
- (d) any transfer or assignment, or any change of control of any of the Applicants arising from the implementation of the SPA, the Restructuring Transactions or the provisions of this Order.

17. **THIS COURT ORDERS** that from and after delivery of the Monitor's Certificate, all Persons shall be deemed to have waived any and all defaults of the Applicants then existing or previously committed by the Applicants, or caused by the Applicants, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, express or implied in any agreement existing between such Person and any Applicant arising directly or indirectly from the filing by the Applicants of the CCAA Proceedings and implementation of the Restructuring Transactions, and any and all notices of default and demands for payment or any step or proceeding taken in connection therewith under an agreement shall be deemed to have been rescinded and of no further force or effect.

18. **THIS COURT ORDERS** that from and after delivery of the Monitor's Certificate, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Applicants or the Property relating in any way to or in respect of any Claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

APPROVAL OF MONITOR'S REPORTS, FEES AND ACTIVITIES

19. **THIS COURT ORDERS** that the Second Report of the Monitor dated December 19, 2022, the Third Report of the Monitor dated February 21, 2023, and the Fourth Report, as well as the actions, conduct and activities of the Monitor as set out therein, be and are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

20. **THIS COURT ORDERS** that the fees and disbursements of the Monitor up to and including February 28, 2023, as set out in the Fourth Report as well as in the fee affidavit of Sheldon Title sworn April 6, 2023, appended to the Fourth Report, are hereby approved.

21. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's counsel up to and including March 23, 2023, as set out in the Fourth Report as well as in the fee affidavit of Ian Aversa sworn March 27, 2023, appended to the Fourth Report, are hereby approved.

22. **THIS COURT ORDERS** that the accruing fees and disbursements of the Monitor and the Monitor's counsel in connection with the completion by the Monitor of its remaining duties and the administration of these proceedings, including, without limitation, in respect of any bankruptcy of Residual Co as provided herein, which accruals are set out in the Fourth Report, are hereby approved.

BANKRUPTCY

23. **THIS COURT ORDERS** that, as soon as practicable following the delivery of the Monitor's Certificate and the Distributions, the Monitor shall be authorized and is hereby directed to file an assignment in bankruptcy pursuant to the BIA for and on behalf of Residual Co and to take any steps incidental thereto.

24. **THIS COURT ORDERS** that MNP is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of Residual Co under the BIA.

25. **THIS COURT ORDERS** that the Monitor shall hold from the Distributions an amount of \$20,000 to pay for the costs related to the bankruptcy of Residual Co (the "**Bankruptcy Reserve**"), that the Monitor shall pay such costs from the Bankruptcy Reserve, and that the Monitor is hereby authorized and directed to distribute any excess funds from the Bankruptcy Reserve in accordance with the Distributions order set out above.

EXTENSION OF STAY AND CONCLUSION OF CCAA PROCEEDINGS

26. **THIS COURT ORDERS** that the Stay Period shall expire, unless extended by the Court, on the later of the bankruptcy of Residual Co and April 30, 2023 (the "**CCAA Termination Date**").

27. **THIS COURT ORDERS AND DECLARES** that, effective as of the CCAA Termination Date:

- (a) the CCAA Proceedings shall be terminated without any other act or formality, save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in the CCAA Proceedings or any actions or steps taken by any Person pursuant to or as authorized by any Orders of the Court made in the CCAA Proceedings; and
- (b) MNP shall be discharged as Monitor and shall incur no further duties, obligations or responsibilities as Monitor in these proceedings.

28. **THIS COURT ORDERS AND DECLARES** that, effective as of the CCAA Termination Date, and subject to the payment in full of all amounts owing to the beneficiaries thereunder, the DIP Lender's Charge, the Administration Charge, the Key Employee Retention Plan Charge approved pursuant to the Endorsement of Justice Penny dated February 27, 2023 made in this proceeding, and the Directors' Charge, shall be terminated, released and discharged without any other act or formality.

29. **THIS COURT ORDERS** that, the Monitor is hereby directed to serve notice of the CCAA Termination Date upon the Service List established for the CCAA Proceedings as soon as is practicable following the occurrence thereof.

30. **THIS COURT ORDERS** that, notwithstanding the discharge of MNP as Monitor, and notwithstanding the termination of the CCAA Proceedings, MNP shall have the authority from and after that time to complete any matters that may be incidental to the termination of the CCAA Proceedings. In completing any incidental matters, MNP shall continue to have the benefit of the provisions of all Orders made in the CCAA Proceedings, including all approvals, protections and stays of proceedings in favour of MNP in its capacity as Monitor, and nothing in this Order shall affect, vary, derogate from, limit or amend any of the protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Order issued in the CCAA Proceedings.

31. **THIS COURT ORDERS** that, notwithstanding any provision of this Order and the termination of the CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or

amend any of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Order of this Court in the CCAA Proceedings, all of which are expressly continued and confirmed.

32. **THIS COURT ORDERS** that, notwithstanding any provision of this Order and the termination of these proceedings, nothing herein shall affect, vary, derogate from, limit or amend any of the protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Order of this Court in these proceedings, all of which are expressly continued and confirmed.

RELEASES

33. **THIS COURT ORDERS** that effective as of the delivery of the Monitor's Certificate, (i) the current directors, officers, employees, independent contractors that have provided legal or financial services to the Applicants, legal counsel and advisors of the Applicants, (ii) the directors and officers of Residual Co, and (iii) the Monitor and its legal counsel (collectively, the "**Released Parties**") shall be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the delivery of the Monitor's Certificate, as applicable, and that relate in any manner whatsoever to the Applicants or any of their assets (current or historical), obligations, business or affairs or the CCAA Proceedings, including any actions undertaken or completed pursuant to the terms of this Order, or arising in connection with or relating to the SPA or the completion of the Restructuring Transactions (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar: (i) any liability arising out of the gross negligence or wilful misconduct of

a Released Party, (ii) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or that arises in or relates to the period prior to the granting of the Initial Order, or (iii) any of the Released Parties' obligations pursuant to the SPA.

SEALING

34. **THIS COURT ORDERS** that Confidential Exhibits "1 and "2" to the Grant Affidavit be and are hereby sealed pending the earlier of the CCAA Termination Date or further Order of the Court.

GENERAL

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

- (a) the pendency of these CCAA Proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants,

the entering into of the Restructuring Transactions, the SPA and the transactions approved in this Order shall be binding on any trustee-in-bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute, or be deemed to be, a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

37. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction to give effect to this Order and to assist the Applicants, the Monitor 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 Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to recognize and give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

39. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m., Toronto time, on the date of this Order, without any need for entry and filing.



SCHEDULE "A"
Continuing Liabilities

The following are the "**Continuing Liabilities**" for purposes of this Order to which this is Schedule "A" (capitalized terms have the meaning given to them in the SPA):

- all liabilities associated with existing and ongoing customer contracts;
- all liabilities in connection with current employees of 138969 Ontario Inc.;
- all liabilities in respect of a 2019 Volkswagen Golf to VW Credit Canada Inc., and
- all liabilities in respect of certain leased equipment to CWB National Leasing Inc.

**SCHEDULE “B”
Form of Monitor’s Certificate**

Court File No. CV-22-00690657-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES’ CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SPRINGER AEROSPACE HOLDINGS
LIMITED AND 1138969 ONTARIO INC. (together referred to as
the “**Applicants**”)

MONITOR’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated November 23, 2022, the Applicants were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and MNP Ltd. was appointed as monitor (the “**Monitor**”) of the Applicants.
- B. Pursuant to an Approval and Vesting Order of the Court dated April 11, 2023 (the “**Order**”), the Court approved the transactions (the “**Restructuring Transactions**”) contemplated by the Share Purchase Agreement (the “**SPA**”) among 1000488927 Ontario Inc (the “**Purchaser**”) and 1929927 Ontario Inc. and 5010945 Ontario Limited (together, the “**Vendors**”) dated March 28, 2023, and ordered, *inter alia*, that: (i) 1000488910 Ontario Inc. (“**Residual Co**”) be added as an Applicant to these CCAA Proceedings; (ii) all of the Vendors’ right, title and interest in and to the Purchased Shares be vested in the Purchaser, free and clear from any Encumbrances; and (iii) all of the liabilities of the Applicants, other than the Continuing Liabilities, be vested in Residual Co.
- C. Capitalized terms used but not defined herein have the meanings ascribed to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Purchaser and the Vendors, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the SPA.

2. This Monitor's Certificate was delivered by the Monitor at _____ on _____, 2023.

MNP LTD., in its capacity as Monitor of the Applicants, and not in its personal capacity

Per: _____

Name: Sheldon Title

Title: Senior Vice-President

SCHEDULE "C"
The Real Property

	Property Description	PIN
1.	PCL 12-1 SEC 1M498; BLK 12 PL 1M498 LAIRD EXCEPT PT 1 1R7890; LAIRD; SUBJECT TO AN EASEMENT OVER BLK 12 PL 1M498 EXCEPT PT 1 1R7890 IN FAVOUR OF LT 17 RCP H759 AS IN AL195932	31470-0011
2.	LT 15 RCP H759; LAIRD	31470-0096
3.	LT 19-20 RCP H759; PT LT 16, 21 RCP H759 AS IN T412466; LAIRD; SUBJECT TO AN EASEMENT OVER LT 19-20 RCP H759; PT LT 16, 21 RCP H759 AS IN T412466 IN FAVOUR OF OF LT 17 RCP H759 AS IN AL195932	31470-0098
4.	LT 17 RCP H759; LAIRD; TOGETHER WITH AN EASEMENT OVER BLK 12 PL 1M498, EXCEPT PT 1 1R7890 AS IN AL195932; TOGETHER WITH AN EASEMENT OVER LT 19-20 RCP H759; PT LT 16, 21 RCP H759 AS IN T412466 AS IN AL195932	31470-0099

SCHEDULE "D"**Claims and Encumbrances to be Vacated and Expunged from the Real Property****PIN 31470-0011**

	Encumbrance	Registration Number	Party	Amount	Registration Date
1.	Transfer Easement	AL195932	James Daniel Springer and Joanne Marie Robertson Springer	N/A	2019/02/12
2.	Charge	AL213732	Caisse Desjardins Ontario Credit Union Inc.	\$6,500,000	2020/06/30
3.	Charge	AL216665	Community Development Corporation of Sault Ste. Marie & Area East Algoma Community Futures Development Corporation Nickel Basin Federal Development Corporation	\$900,000	2020/09/04
4.	Charge	AL218937	Northern Ontario Heritage Fund Corporation	\$1,000,000	2020/10/23

PIN 31470-0096

	Encumbrance	Registration Number	Party	Amount	Registration Date
1.	Charge	AL207556	Caisse Populaire Vermillon Inc.	\$350,000	2019/12/17
2.	Charge	AL216666	Community Development Corporation Of Sault Ste. Marie & Area East Algoma Community Futures Development Corporation Nickel Basin Federal Development Corporation	\$900,000	2020/09/04

PIN 31470-0098

	Encumbrance	Registration Number	Party	Amount	Registration Date
1.	Transfer Easement	AL195932	James Daniel Springer and Joanne Marie Robertson Springer	N/A	2019/02/12
2.	Charge	AL213732	Caisse Desjardins Ontario Credit Union Inc.	\$6,500,000	2020/06/30

3.	Charge	AL216665	Community Development Corporation of Sault Ste. Marie & Area East Algoma Community Futures Development Corporation Nickel Basin Federal Development Corporation	\$900,000	2020/09/04
4.	Charge	AL218937	Northern Ontario Heritage Fund Corporation	\$1,000,000	2020/10/23

PIN 31470-0099

	Encumbrance	Registration Number	Party	Amount	Registration Date
1.	Charge	AL216664	Community Development Corporation of Sault Ste. Marie & Area East Algoma Community Futures Development Corporation Nickel Basin Federal Development Corporation	\$900,000	2020/09/04

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

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