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June 12, 2023

Delivered via Email/Mail

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File: 223176.0016

Dear Sirs/Mesdames:

**Re: Xquisite Capital Corp. v. Crystal Farms Limited, et al.
Windsor Court File No. CV-22-00031327-0000**

Attached are copies of the three signed orders of Mr. Justice MacFarlane from the motion heard on May 30, 2023.

Yours truly,

Tony Van Klink
TVK/jf

Enclosures
c. Rob Smith
70506409.1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
J. Ross Macfarlane) TUESDAY, THE 30TH
)
JUSTICE) DAY OF MAY, 2023

BETWEEN:



XQUISITE CAPITAL CORP.

Applicant

- and -

**CRYSTAL FARMS LIMITED, JAMES GERALD TATOMIR, KRYSTAL MARTENS
and MILLIE ANN BARBERIO**

Respondents

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

ORDER

THIS MOTION, made by MNP Ltd. ("**MNP**"), in its capacity as court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Crystal Farms Limited (the "**Debtor**") pursuant to the Order of the Honourable Mr. Justice Dube dated November 29, 2022 for an order:

- (a) to the extent necessary, abridging or waiving the time for service and filing of this Notice of Motion and all materials filed in support thereof, validating the method of service, and dispensing with further service so that this motion is properly returnable on May 30, 2023;

- (b) approving the Second Report to the Court of the Receiver dated May 16, 2023 (the “**Report**”) and the activities and actions of the Receiver described therein;
- (c) approving the Receiver’s Statement of Receipts and Disbursements attached as Appendix “J” to the Report for the period ending May 16, 2023 (the “**Statement of Receipts and Disbursements**”);
- (d) sealing the confidential supplement (the “**Confidential Supplement**”) to the Report; and
- (a) such further and other relief as counsel may advise and this Honourable Court may deem just.

was heard this day by videoconference.

ON READING the Report and on hearing the submissions of counsel for the Receiver and such other counsel that were present as listed on the participant information sheet, no one else appearing for any other person on the service list, although duly served as appears from the affidavits of service, filed:

1. **THIS COURT ORDERS** that the time for and method of service of the notice of motion and the motion record are hereby abridged and validated, as necessary, so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Report and the activities and conduct of the Receiver described in the Report are hereby approved.

3. **THIS COURT ORDERS** that the Statement of Receipts and Disbursements be and the same is hereby approved.

4. **THIS COURT ORDERS** that the Confidential Supplement shall be sealed until the earlier of a) the closing of the sales of Parcel 5 and the Tractor, as defined in the Report, and b) further order of this Court.

Marilyn
Kopczok

Digitally signed by
Marilyn Kopczok
Date: 2023.06.12
10:10:10 -04'00'

Justice, Ontario Superior Court of Justice
Registrar

XQUISITE CAPITAL CORP.
Applicant

CRYSTAL FARMS LIMITED, et al.
Respondents

Court File No: CV-22-00031327-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

ORDER

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**Lawyers for MNP Ltd., the court-
appointed Receiver of Crystal Farms
Limited**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
JUSTICE R. Macfarlane)
) TUESDAY, THE 30TH DAY
) OF MAY, 2023

BETWEEN:



XQUISITE CAPITAL CORP.

Applicant

- and -

**CRYSTAL FARMS LIMITED, JAMES GERALD TATOMIR, KRYSTAL MARTENS
and MILLIE ANN BARBERIO**

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the assets, undertakings, and properties of Crystal Farms Limited (the "**Debtor**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and PKV Property Group Inc. (the "**Purchaser**") dated April 27, 2023 and appended as Appendix ___ to the Confidential Supplement (the "**Confidential**

Supplement") to the Second Report of the Receiver dated May 16, 2023 (the "**Report**"), and vesting in the Purchaser the Debtor's and Millie Ann Barberio's right, title and interest, if any, in and to the real property described in the Sale Agreement (the "**Real Property**"), was heard this day by judicial videoconference via Zoom at Windsor, Ontario.

ON READING the Report and the Confidential Supplement, and on hearing the submissions of counsel for the Receiver and such other counsel that were present as listed on the participant information sheet, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Real Property to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's and Millie Barberio's right, title and interest, if any, in and to the Real Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs,

mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Dube dated November 29, 2022; and, (ii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Essex (#12) 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 Real Property identified in Schedule B hereto in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C 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 Real Property shall stand in the place and stead of the Real Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Real Property with the same priority as they had with respect to the

Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver'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 Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

Marilyn
Kopczok

Digitally signed by
Marilyn Kopczok
Date: 2023.06.12 10:20:10
-04'00'

Justice, Ontario Superior Court of Justice
Registrar

Schedule A – Form of Receiver’s Certificate

Court File No. CV-22-00031327-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

XQUISITE CAPITAL CORP.

Applicant

- and -

**CRYSTAL FARMS LIMITED, JAMES GERALD TATOMIR, KRYSTAL MARTENS
and MILLIE ANN BARBERIO**

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Dube of the Ontario Superior Court of Justice (the "**Court**") dated November 29, 2022, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the assets, undertakings and properties Crystal Farms Limited (the "**Debtor**").

B. Pursuant to an Order of the Court dated May 30, 2023, the Court approved the agreement of purchase and sale made as of April 27, 2023 (the "**Sale Agreement**") between the Receiver and PKV Property Group Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor’s and Millie Ann Barberio’s right, title and interest, if any, in and to the Real Property, which vesting is to be effective with respect to the Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Real

Property; (ii) that the conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**MNP Ltd., in its capacity as Receiver of the
assets, undertakings and properties of
Crystal Farms Limited and not in its
personal capacity**

Per: _____
Rob Smith, CIRP, LIT, CPA , CA

Schedule B – Real Property

1. PT LT 19 CON D MERSEA PT 5, 6, 7, 8 12R1029, PT 1 12R8521; T/W R986909, R397716, R613351; LEAMINGTON (PIN: 75104-0140)
2. PT LT 19 CON D MERSEA AS IN R1083375; T/W RIGHT IN R831459; LEAMINGTON (PIN: 75104-0141)

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

PIN 75104-0140

Reg. No.	Date	Instrument Type	Party To
CE641938	2014/12/23	Trans Personal Rep	Barberio, Millie Ann
CE917821	2019/11/12	Notice	Crystal Farms Limited, Millie Ann Barberio
CE1000226	2021/04/06	Charge	Xquisite Capital Corp.
CE1000227	2021/04/06	No Assign Rent Gen.	Xquisite Capital Corp.
CE1113842	2022/12/02	Application (Court Order)	MNP Ltd.

PIN 75104-0141

Reg. No.	Date	Instrument Type	Party To
R1083375	1989/04/18	Trans Power Sale	Crystal Farms Limited
CE917821	2019/11/12	Notice	Crystal Farms Limited, Millie Ann Barberio
CE1000226	2021/04/06	Charge	Xquisite Capital Corp.
CE1000227	2021/04/06	No Assign Rent Gen.	Xquisite Capital Corp.
CE1113842	2022/12/02	Application (Court Order)	MNP Ltd.

**Schedule D – Permitted Encumbrances,
(unaffected by the Vesting Order)**

1. The reservations, limitations, provisos, conditions, restrictions and exceptions expressed in the letters patent or grant from the Crown and all statutory exceptions to title;
2. The provisions of governing municipal by-laws;
3. Municipal taxes, liens, charges, including hydro and water charges, rates and assessments accruing from day to day and not yet due and payable;
4. Any minor encroachments which might be revealed by an up to date survey of the Premises but which do not materially adversely affect the use and marketability of the Premises;
5. Any right of expropriation conferred upon, reserved to or vesting in Her Majesty the Queen in Right of Canada and Ontario;
6. Any agreements, restrictions or covenants that run with the Real Property and any agreements with the municipal, utilities or public authorities provided that same have been complied with in all material respects and do not materially adversely affect the use and marketability of the Real Property;
7. Any easements, rights of way or right of re-entry, which do not impair the intended use of the Real Property, by the Purchaser, and provided that same have been complied within all material respects and do not materially adversely affect the use and marketability of the Real Property; and
8. The following instruments registered on title to the Real Property in the Essex Land Registry Office:

PIN 75104-0140

Registration Number	Date	Instrument Type
R286958	1963/08/27	Bylaw
12R1029	1973/09/10	Plan Reference
12R8521	1986/09/25	Plan Reference

PIN 75104-0141

Registration Number	Date	Instrument Type
R286958	1963/08/27	Bylaw

XQUISITE CAPITAL CORP.
Applicant

and
CRYSTAL FARMS LIMITED, et al.
Respondents

Court File No. CV-22-00031327-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

APPROVAL AND VESTING ORDER

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Email: tvanklink@millerthomson.com

**Lawyers for MNP Ltd., the Court-
appointed Receiver of the assets,
undertakings and properties of Crystal
Farms Limited**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
JUSTICE R. Macfarlane) TUESDAY, THE 30TH DAY
OF MAY, 2023

BETWEEN:



XQUISITE CAPITAL CORP.

Applicant

- and -

**CRYSTAL FARMS LIMITED, JAMES GERALD TATOMIR, KRYSTAL MARTENS
and MILLIE ANN BARBERIO**

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the assets, undertakings, and properties of Crystal Farms Limited (the "**Debtor**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Craven Land & Cattle Co. Ltd. (the "**Purchaser**") dated May 15, 2023 and appended as Appendix ___ to the Confidential Supplement (the "**Confidential Supplement**") to the Second Report of the Receiver dated May 16, 2023 (the

"Report"), and vesting in the Purchaser the Debtor's right, title and interest, if any, in and to the tractor described in the Sale Agreement and Schedule A to this Order (the **"Tractor"**), was heard this day via judicial videoconference via Zoom.

ON READING the Report and the Confidential Supplement and on hearing the submissions of counsel for the Receiver and such other counsel that were present as listed on the participant information sheet, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Tractor to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule B hereto (the **"Receiver's Certificate"**), all of the Debtors' right, title and interest, if any, in and to the Tractor shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **"Claims"**) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable

Justice Dube dated November 29, 2022; and (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; (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Tractor are hereby expunged and discharged as against the Tractor.

3. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Tractor shall stand in the place and stead of the Tractor, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Tractor with the same priority as they had with respect to the Tractor immediately prior to the sale, as if the Tractor had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

5. 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 Tractor 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.

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

Marilyn
Kopcok

Digitally signed by Marilyn
Kopcok
Date: 2023.06.12 10:31:33
-04'00'

~~Justice~~, Ontario Superior Court of Justice
Registrar

Schedule A – Purchased Assets

1. John Deere 9120, articulating 4 WD, serial number RW9120H040735

Schedule B – Form of Receiver’s Certificate

Court File No. CV-22-00031327-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

XQUISITE CAPITAL CORP.

Applicant

- and -

**CRYSTAL FARMS LIMITED, JAMES GERALD TATOMIR, KRYSTAL MARTENS
and MILLIE ANN BARBERIO**

Respondents

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1990, c C.43, as amended

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Dube of the Ontario Superior Court of Justice (the "**Court**") dated November 29, 2022, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the assets, undertakings and properties of Crystal Farms Limited (“the **Debtor**”).

B. Pursuant to an Order of the Court dated May 30, 2023, the Court approved the agreement of purchase and sale made as of May 15, 2023 (the "**Sale Agreement**") between the Receiver and Craven Land & Cattle Co. Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser, or as the Purchaser may direct, of the Debtor’s right, title and interest, if any, in and to the Tractor, which vesting is to be effective with respect to the Tractor upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Tractor; (ii) that the conditions to Closing as set out in the Sale Agreement have been

satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

MNP LTD., in its capacity as Receiver of the assets, undertakings and properties of Crystal Farms Limited and not in its personal capacity

Per: _____
Rob Smith
Senior Vice-Principal

XQUISITE CAPITAL CORP.

and

CRYSTAL FARMS LIMITED, et al.

Applicant

Respondents

Court File No. CV-22-00031327-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

APPROVAL AND VESTING ORDER

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**Lawyers for MNP Ltd., the Court-
appointed Receiver of the assets,
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Farms Limited**