

3. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule “B”** hereto (the “**Receiver’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 in fee simple, 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 this Court dated March 15, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia 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 Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. The Receiver is authorized and directed to discharge or amend any registrations in the British Columbia Personal Property Registry that specifically relate to the Purchased Assets and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.
5. The Receiver is to file with the Court a copy of the Receiver’s Certificate forthwith after delivery thereof.
6. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company’s records pertaining to the Debtor’s past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 10:00 AM on the Closing Date (as defined in the Sale Agreement).
8. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that the Closing Date occurs on or before July 8, 2024 or such later date as agreed to by the Receiver and Purchaser in writing.
9. Notwithstanding:
 - (a) these proceedings;

(b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

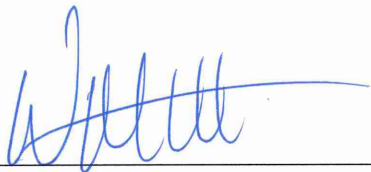
(c) any assignment in bankruptcy made by or in respect of the Debtor,

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 or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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.

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, 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.

11. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Noor Mann
Signature of Lawyer for the Receiver

BY THE COURT

REGISTRAR

Schedule A – List of Counsel

PARTY	COUNSEL
The Receiver, MNP Ltd.	Noor Mann

Schedule “B” – Receiver’s Certificate

NO. S-241686
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TIMIA CAPITAL HOLDINGS LIMITED PARTNERSHIP, BY
ITS GENERAL PARTNER, TIMIA CAPITAL GP INC.

PETITIONER

AND:

LOCAL LEADER INC.

RESPONDENT

RECEIVER’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Supreme Court of British Columbia (the “**Court**”) dated March 15, 2024, MNP Ltd. (the “**Receiver**”) was appointed as Receiver and Manager of the assets, undertakings and properties of Local Leader Inc. (the “**Debtor**”).
- B. Pursuant to an Order of the Court (the “**Approval and Vesting Order**”) dated June 27, 2024, the Court approved Agreement of Purchase and Sale dated June 5, 2024 (the “**Sale Agreement**”) between the Receiver and TIMIA Capital Holdings Limited Partnership by its General Partner TIMIA Capital GP Inc. (the “**Purchaser**”), for the Purchase Price (as defined in the Sale Agreement), and provided for the vesting in the Purchaser of all of the 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 Receiver 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 the Sale Agreement have been satisfied or waived by the Receiver; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the consideration and funds constituting the Purchase Price for the Property payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at Vancouver, B.C. this ____ day of ____, 2024.

MNP LTD.,
in its capacity as Receiver and Manager of the
assets, undertakings and properties of Local Leader
Inc.

Per: _____

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TIMIA CAPITAL HOLDINGS LIMITED
PARTNERSHIP, BY ITS GENERAL PARTNER,
TIMIA CAPITAL GP INC.

PETITIONER

AND:

LOCAL LEADER INC.

RESPONDENT

**ORDER MADE AFTER APPLICATION
APPROVAL AND VESTING ORDER**



Barristers & Solicitors

1600 – 925 West Georgia Street

Vancouver, B.C. V6C 3L2

Phone: (604) 685-3456

Attention: Noor Mann