



Court File No. CV-23-00707839-00CL

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

THE HONOURABLE

)

THURSDAY, THE 6TH

)

JUSTICE OSBORNE

)

DAY OF JUNE, 2024

B E T W E E N:

**KEB HANA BANK as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL
ESTATE FUND NO. 301 and as trustee of IGIS GLOBAL PRIVATE PLACEMENT
REAL ESTATE FUND NO. 434**

Applicant

- and -

**MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT GROUP (THE
ONE) INC., and MIZRAHI COMMERCIAL (THE ONE) GP INC.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 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
(Reconfiguration and Letters of Credit Arrangement)**

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc., and Mizrahi Commercial (The One) GP Inc. (collectively, the “**Debtors**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Receiver dated May 28, 2024, and the Second Report of the Receiver dated May 28, 2024 (the “**Second Report**”), and on hearing the submissions of counsel for the Receiver, counsel for the Applicant and KEB Hana Bank as trustee of IGIS Global Private Placement Real Estate Fund No. 530, and counsel for the other parties appearing as noted on the counsel slip, no one else appearing for any party although duly served,

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used herein shall have the meaning given to them in the Order (Appointing Receiver) of this Court dated October 18, 2023, or the Second Report, as the case may be.

APPROVAL OF LETTERS OF CREDIT ARRANGEMENT

3. **THIS COURT ORDERS** that the Letters of Credit Arrangement, as further detailed in the Second Report, be and is hereby approved. The Receiver is hereby authorized to take such steps or other actions and execute, issue and endorse such agreements or other documents of whatever nature as may be necessary or desirable to effect the Letters of Credit Arrangement, including, without limitation, to (i) use the Property and/or borrowings under the Receivership Funding Credit Agreement in accordance with the terms thereof to deposit such monies into the RBC Collateral Account and purchase such investments from time to time as is required to fully

collateralize the Replacement LCs and (ii) grant RBC a security interest in the RBC Collateral Account and the RBC Collateral.

4. **THIS COURT ORDERS** that RBC shall be entitled to and is hereby granted a charge (the “**RBC Charge**”) on the RBC Collateral Account and the RBC Collateral as additional security for the payment of any obligations incurred by RBC in connection with the Replacement LCs and that the RBC Charge shall form a first charge on the RBC Collateral Account and the RBC Collateral in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

5. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation under or in connection with the Letters of Credit Arrangement or any Replacement LCs, save and except for liability arising from any gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired.

APPROVAL OF RECONFIGURATION PLAN

6. **THIS COURT ORDERS** that the Reconfiguration Plan, as further detailed in the Second Report, be and is hereby approved. The Receiver is hereby authorized to take such steps or other actions and execute, issue and endorse such agreements or other documents of whatever nature as may be necessary or desirable to effect the Reconfiguration Plan, including, without limitation, to use the Property and/or borrowings under the Receivership Funding Credit Agreement in accordance with the terms thereof to fund amounts on behalf of the Debtors as may be required in connection with the Reconfiguration Plan, including the implementation thereof.

7. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation under or in connection with the Reconfiguration Plan, save and except for liability arising from any gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired.

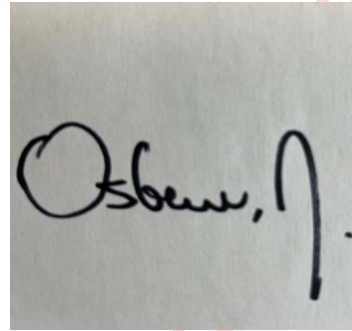
APPROVAL OF RECEIVER'S ACTIVITIES

8. **THIS COURT ORDERS** that the Second Report and the actions, conduct and activities of the Receiver as set out therein be and are hereby approved; provided, however, that only the Receiver, 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.

GENERAL

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, 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.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date hereof and is enforceable without further need for entry or filing.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Osburn, J." with a stylized flourish at the end.

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Respondents

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

**ORDER
(Reconfiguration Plan and
Letters of Credit Arrangement)**

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