



ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
REGIONAL SENIOR JUSTICE)
MORAWETZ)

THURSDAY, THE 21ST
DAY OF MAY, 2015

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 TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP CO.,
TARGET CANADA PHARMACY (BC) CORP., TARGET
CANADA PHARMACY (ONTARIO) CORP., TARGET
CANADA PHARMACY CORP., TARGET CANADA
PHARMACY (SK) CORP., and TARGET CANADA PROPERTY
LLC (collectively the "**Applicants**")

APPROVAL AND VESTING ORDER - CANDIAC

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**") for an order approving the sale of lands and buildings located at 201 Strasbourg Street, Candiac, Quebec, together with certain ancillary assets (the "**Transaction**") contemplated by an Agreement of Purchase and Sale and a Purchase Price Agreement each among Target Canada Co. ("**TCC**"), as vendor, and Wal-Mart Canada Corp. as purchaser (the "**Purchaser**") each dated May 6, 2015 (collectively, the "**APA**") and certain related relief, and vesting in the Purchaser the Vendor's right, title and interest in and to the Subject Assets, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Mark Wong sworn on May 19, 2015 including the exhibits thereto (the "**Wong Affidavit**"), and the Twelfth Report of Alvarez & Marsal Canada Inc., in its capacity as Monitor (the "**Monitor**"), filed, and on hearing the submissions of respective counsel for the Applicants and the Partnerships listed on Schedule "A" hereto, the Monitor, Target Corporation, the Purchaser, and such other counsel as were

present, no one else appearing although duly served as appears from the Affidavit of Service of Robert Carson sworn May 15, 2015, filed:

SERVICE AND DEFINITIONS

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.

2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated January 15, 2015 (the “**Initial Order**”), or in the APA, as applicable.

APPROVAL OF THE APA

3. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved and ratified and that the execution of the APA by TCC is hereby authorized, approved and ratified with such minor amendments as TCC (with the consent of the Monitor) and the Purchaser may agree to in writing. TCC is hereby authorized, ordered 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 Subject Assets to the Purchaser including the execution of a deed of sale in favour of the Purchaser with respect to the real immovable property known and designated as being lot 5 238 785, Cadastre of Québec, Registration Division of Laprairie with the buildings thereon erected bearing civic number 201 Strasbourg Street, in the City of Candiac, Province of Québec, upon the same terms and conditions substantially as those set forth in the draft deed of sale attached hereto as Schedule “E”, which deed of sale shall be effective only upon the delivery of the Monitor’s Certificate (as defined below) to TCC and the Purchaser, and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the APA. The legal description and applicable land registry office with respect to the Subject Assets are as set out on Schedule “C” hereto.

4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor’s certificate to the Purchaser substantially in the form attached as Schedule “B” hereto (the “**Monitor’s Certificate**”), all of TCC’s right, title and interest in and to the Subject Assets 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, leases, notices of lease, subleases, licenses, levies, restrictions, rights of retention, judgments, notices of sale, contractual rights, options, liabilities (direct, indirect, absolute or contingent), obligations, 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 in respect of the Subject Assets (collectively, the “**Claims**”), including, without limiting the generality of the foregoing:

- (a) the Administration Charge, the KERP Charge, the Directors’ Charge, the Financial Advisor Subordinated Charge, the DIP Lender’s Charge, the Agent’s Charge and Security Interest (collectively, the “**CCAA Charges**”);
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Civil Code of Québec* (at or with the Register of Personal and Movable Real Rights and the Land Register) or any other personal property registry system; and
- (c) 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 listed on Schedule “D” hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Subject Assets are hereby expunged and discharged as against the Subject Assets and the real or immovable property identified in Schedule “C”.

5. THIS COURT ORDERS the Registrar for the Land Registry Office for the Registration Division of Laprairie, upon presentation of certified copies of this Approval and Vesting Order and the Monitor's Certificate and payment of the prescribed fees to forthwith (i) register this Approval and Vesting Order and the Monitor's Certificate at said Land Registry Office against lot 5 238 785, Cadastre of Québec, Registration Division of Laprairie; (ii) discharge, cancel, delete and expunge from title to said lot 5 238 785, Cadastre of Québec, Registration Division of Laprairie, the following registrations that currently affect said lot:

- (a) Lease entered into between Dev. Iberville, as landlord, and The Toronto Dominion Bank, as tenant, executed before Pierre Filion, Notary, on December 8, 2008 and registered by way of notice at the Land Registry on December 11, 2008 under the

number 15 831 247, but insofar only as concerned the said lot 5 238 785, Cadastre of Québec, Registration Division of Laprairie;

- (b) The notice of a legal hypothec in favour of persons having taken part in the construction or renovation of an immovable in favour of Pomerleau Inc., in the amount \$5,401,778.00, registered at the Land Registry for the Registration Division of Laprairie on July 28, 2014 under the number 20 948 735, which was followed by a deed of reduction registered at the Land Registry on August 19, 2014 under the number 20 992 839, pursuant to which the said amount (\$5,401,778.00) was reduced to \$2,607,651.44; and
- (c) The prior notice of the exercise of a hypothecary right to sell by judicial authority was registered by Pomerleau Inc. at the said Land Registry on January 21, 2015 under the number 21 308 963;

and (iii) proceed with an entry on the Index of Immovable showing the transfer by TCC to the Purchaser of the ownership of said lot 5 238 785, Cadastre of Québec, Registration Division of Laprairie.

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds received on the Closing of the Transaction shall stand in the place and stead of the Subject Assets and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds therefrom with the same priority as they had with respect to the Subject Assets immediately prior to the Closing of the Transaction, as if the Transaction had not been completed.

7. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in accordance with the terms of the APA.

8. THIS COURT ORDERS that subject to the terms of the APA nothing herein affects:

- (a) the rights and obligations of TCC and the Agent under the Agency Agreement dated January 29, 2015, as amended; and

- (b) the terms of the Approval Order – Agency Agreement granted February 4, 2015 including the Sales Guidelines attached as Schedule “B” thereto.

GENERAL PROVISIONS

9. 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 TCC and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of TCC;

the vesting of the Subject Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of TCC and shall not be void or voidable by creditors of TCC, 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.

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist TCC, 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 TCC and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist TCC and the Monitor and their respective agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAY 21 2015

NB



SCHEDULE "A"
PARTNERSHIPS

Target Canada Pharmacy Franchising LP

Target Canada Mobile LP

Target Canada Property LP

SCHEDULE "B"

Court File No. CV-15-10832-00CL

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

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PHARMACY (SK) CORP., and TARGET CANADA PROPERTY
LLC (collectively the "**Applicants**")

MONITOR'S CERTIFICATE

RECITALS

A. All undefined terms in this Monitor's Certificate have the meanings ascribed to them in the Order of the Court dated [May 21], 2015 (the "**Approval and Vesting Order**") approving the Agreement of Purchase and Sale entered into among Target Canada Co. ("**TCC**") and Wal-Mart Canada Corp. (the "**Purchaser**") dated May 6, 2015 (the "**APA**"), a copy of which is attached as Exhibit D to the Affidavit of Mark Wong dated May 19, 2015.

B. Pursuant to the Approval and Vesting Order the Court approved the APA and provided for the vesting in the Purchaser of TCC's right, title and interest in and to the Subject Assets, which vesting is to be effective with respect to the Subject Assets upon the delivery by the Monitor to the Purchaser and TCC of a certificate confirming (i) the conditions to Closing as set out in sections 7.1, 7.2 and 7.3 of the APA have been satisfied or waived by the Purchaser and TCC, as applicable; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

THE MONITOR CERTIFIES the following:

1. The conditions to Closing as set out in section 7.1, 7.2 and 7.3 of the APA have been satisfied or waived by the Purchaser and TCC, as applicable; and
2. The Transaction has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed Monitor of Target Canada Co., *et al.* and not in its personal or corporate capacity

Per: _____

Name:

Title:

SCHEDULE "C"

No.	Location/ Address	Province	Land Registry Office	Legal Description	Encumbrances to be Expunged/Deleted
1	Candiac 201 Strasbourg Street, Candiac	Quebec	Land Registry Office for the Registration Division of Laprairie	Lot FIVE MILLION TWO HUNDRED AND THIRTY-EIGHT THOUSAND SEVEN HUNDRED AND EIGHTY-FIVE (5 238 785), of the cadastre of Quebec, registration division of Laprairie, in the City of Candiac	(a) lease entered into between Dev. Iberville, as landlord, and The Toronto Dominion Bank, as tenant, executed before Pierre Filion, Notary, on December 8, 2008 and registered by way of notice at the Land Registry on December 11, 2008 under the number 15 831 247 but only insofar as it affects Lot 5 238 785 of the cadastre of Quebec, registration division of Laprairie; (b) a notice of legal hypothec in favour of Pomerleau Inc., in the amount of \$5,401,778.00, registered at the Land Registry Office for the Registration Division of Laprairie on July 28, 2014 under the number 20 948 735; (c) a deed of reduction registered at the Land Registry Office for the Registration Division of Laprairie on August 19, 2014 under the number 20 992 839; and

No.	Location/ Address	Province	Land Registry Office	Legal Description	Encumbrances to be Expunged/Deleted
					(d) a prior notice of the exercise of a hypothecary right to sell by judicial authority registered by Pomerleau Inc. at the Land Registry Office for the Registration Division of Laprairie on January 21, 2015 under the number 21 308 963.

SCHEDULE "D"
PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means, collectively, the items identified in Schedule "G" of the APA.

SCHEDULE "E"
FORM OF DEED OF SALE

DEED OF SALE executed on the ● (●) day of ●, two thousand and fifteen (2015).

APPEARED: **TARGET CANADA CO.**, a body politic and corporate, duly incorporated in virtue of the Companies Act, R.S.N.S. 1989 c. 81, having its Head Office and principal place of business at 1959 Upper Water Street, Suite 900, P.O. Box 997, Halifax, Nova Scotia, B3J 3N2, herein acting and represented by ●, its ●, duly authorized for the purposes hereof in virtue of ●;

(hereinafter referred to as the "**Vendor**")

AND: **WAL-MART CANADA CORP.**, a corporation duly incorporated, having its head office at 1940 Argentia Road, Mississauga, Ontario herein acting and represented by ●, its ●, and by ●, its ●, duly authorized for the purposes hereof as he so declares;

(hereinafter referred to as the "**Purchaser**")

WHEREAS pursuant to an Order of the Superior Court of Justice (Commercial List) of Ontario, as amended and restated on January 15, 2015 (referred to herein as the "**Initial Order**"), the Vendor was granted creditor protection under the *Companies' Creditors Arrangement Act* and Alvarez & Marsal Canada Inc. (the "**Monitor**") was appointed as monitor of the Vendor thereunder;

WHEREAS pursuant to an agreement of purchase and sale dated May 6, 2015 (the "**Asset Purchase Agreement**"), the Vendor agreed to sell and convey to the Purchaser, all the Vendor's right, title and interest in certain assets being the Subject Assets (as such term is defined in the Asset Purchase Agreement), including the Property (as hereinafter defined);

WHEREAS the Asset Purchase Agreement has been approved and the transaction contemplated herein has been authorized by a final and enforceable approval and vesting order rendered on ● by the Honourable Regional Senior Justice Morawetz in the file of the Superior Court of Justice of Ontario, bearing number CV-15-10832-00CL (the "**Final Order**"); and

WHEREAS the Vendor and the Purchaser have agreed to execute the present Deed of Sale in order to effect more fully and complete the sale and conveyance of the Property to the Purchaser.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Deed of Sale, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) **"Asset Purchase Agreement"** has the meaning ascribed thereto in the Recitals hereof;
- (b) **"Final Order"** has the meaning ascribed thereto in the Recitals hereof;
- (c) **"Initial Order"** has the meaning ascribed thereto in the Recitals hereof;
- (d) **"Property"** has the meaning ascribed thereto in Section 2 hereof; and
- (e) **"Monitor"** has the meaning ascribed thereto in the Recitals hereof.

2. SALE

In accordance with the Final Order, the Vendor hereby sells and conveys to the Purchaser, hereto present and accepting, the following immovable property:

DESCRIPTION

An emplacement fronting on Strasbourg Street, in the City of Candiac, Province of Québec, known and described as lot FIVE MILLION TWO HUNDRED AND THIRTY-EIGHT THOUSAND SEVEN HUNDRED AND EIGHTY-FIVE (5 238 785) of the Cadastre of Québec, Registration Division of Laprairie.

With the building erected thereon bearing civic address 201 Strasbourg Street, in the City of Candiac, Province of Québec, J5R 0B4.

As the same now subsists with all its rights, members and appurtenances and without any exception or reserve of any kind.

(hereinafter referred to as the **"Property"**)

3. TITLE

The Property was sold unto the Vendor by Location Les Développements Iberville Ltée in virtue of a Deed of Sale executed before Irwin Litvack, Notary, on August 13, 2013 and registered at the Land Registry for the Registration Division of Laprairie on August 14, 2013 under the number 20 187 423.

4. NO WARRANTY

Except as otherwise expressly set out in the Asset Purchase Agreement, the Purchaser acknowledges and confirms that it is acquiring the Property on an "as is, where is" basis, without the benefit of any legal warranty as to ownership or quality as referred to in Article 1716 of the Civil Code of Québec or any other representation or warranty whatsoever, legal or conventional, and at its own risk within the meaning of Article 1733 of the Civil Code of Québec.

5. POSSESSION

The Purchaser shall become the owner and have possession of the Property as at the date of delivery of the Monitor's Certificate (as defined in the Asset Purchase Agreement) to the Purchaser.

6. ASSET PURCHASE AGREEMENT

The parties hereby acknowledge that this Deed of Sale is being executed pursuant to the Asset Purchase Agreement. The parties acknowledge that the terms and conditions of the Asset Purchase Agreement shall survive the execution and registration of this Deed of Sale and remain in full force and effect for the period set forth in the Asset Purchase Agreement. In the case of any conflict or inconsistency between the terms and conditions of the Asset Purchase Agreement and the provisions of this Deed of Sale, the terms and conditions of the Asset Purchase Agreement shall prevail.

7. CONSIDERATION

The present sale is made for and in consideration of the sum of ● DOLLARS (\$●), in lawful money of Canada (the "**Purchase Price**"), which the Vendor hereby acknowledges to have received from the Purchaser in full, whereof quit.

8. ADJUSTMENTS

The parties declare that they have made or provided for all adjustments between them relating to the present sale, the whole in accordance with the terms of the Asset Purchase Agreement.

9. DECLARATIONS REGARDING GST AND QST

- (a) The Vendor and the Purchaser declare that the present sale of the Property is a "taxable supply" subject to the payment of the tax commonly referred to as the "Goods and Services Tax" (the "**GST**") under the *Excise Tax Act* (Canada) (the "**ETA**") and the "Québec Sales Tax" (the "**QST**") under an *Act respecting the Québec Sales Tax* (the "**QSTA**"). Moreover, the Vendor and the Purchaser declare that the Purchase Price does not include any amount in respect of such taxes.
- (b) The Vendor declares that it is registered under subdivision (d) of Division V of Part IX of the ETA, and that its registration number thereunder is ● and that it is registered under Division I of Chapter VIII of Title I of the QSTA and that its registration number thereunder is ●.
- (c) The Purchaser declares that it is registered under subdivision (d) of Division V of Part IX of the ETA, and that its registration number thereunder is ●, and that it is registered under Division I of Chapter VIII of Title I of the QSTA and that its registration number thereunder is ●.
- (d) The Vendor and Purchaser declare that in accordance with sections 221(2)(b), 228(4) and 228(6) of the ETA and paragraph (2) of sections 423, 428 and 441 of the QSTA, the Purchaser shall not be required to pay to the Vendor and the Vendor is relieved of its obligation to collect from the Purchaser the GST and the QST imposed *inter alia* in respect of the present sale pursuant to sections 165(1) and 221(1) of the ETA and section 16 of the QSTA respectively, the responsibility for the payment thereof, if any, being exclusively assumed by the Purchaser.

10. GOVERNING LAW

This Deed of Sale shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

11. LANGUAGE OF AGREEMENT

The parties hereto declare that they have specifically requested, and do hereby confirm their request, that this Deed of Sale be drafted and executed in the English language. *Les parties aux présentes déclarent qu'elles ont spécifiquement demandé que le présent acte de vente soit rédigé et signé en anglais et par les présentes confirment leur dite demande.*

12. PARTICULARS REQUIRED IN VIRTUE OF SECTION 9 OF AN ACT RESPECTING DUTIES ON TRANSFERS OF IMMOVABLES (the "Act")

The Transferor (Vendor) and Transferee (Purchaser), in order to conform to the provisions of the Act, establish, acknowledge and declare the following particulars and facts:

- (a) The name and address of the Transferor and Transferee are as they are described in their appearance above;
- (b) the Property herein transferred is situated in the territory of the City of Candiac, Province of Québec;
- (c) according to the parties, the amount of the consideration for the transfer of the Property herein transferred is: ● (\$ ●);
- (d) according to the parties, the amount constituting the basis of imposition of the transfer duties is: ● (\$ ●);
- (e) the amount of transfer duties is: ● (\$ ●); and
- (f) the transfer of the Property does not include, at the same time, a corporeal immovable property and movable property which is permanently attached or joined to the immovable, without losing its individuality and without being incorporated and which, in the immovable, are used for the operation of an enterprise or the pursuit of activities, the whole as provided in section 1.0.1 of the above-described Act.

[Signature page follows]

SIGNED in four (4) copies on the date hereinabove mentioned and at the places mentioned below.

In the City of ●, Province of ●.

TARGET CANADA CO.

Per: _____

Name: ●

Title: ●

In the City of ●, Province of ●.

WAL-MART CANADA CORP.

Per: _____

Name: ●

Title:

Authorized Representative

Per: _____

Name: ●

Title:

Authorized Representative

CERTIFICATE

Re: Deed of Sale executed by TARGET CANADA CO., as Vendor, in the City of ●, Province of ●, and WAL-MART CANADA CORP., as Purchaser, in the City of ●, Province of ●, on the ● (●) day of ●, two thousand and fifteen (2015).

I, the undersigned, ●, Advocate, member of the Bar of the Province of Québec, hereby certify that:

1. I have verified the identity, quality and capacity of the Vendor, **TARGET CANADA CO.**, to the present Deed of Sale;
2. the present Deed of Sale represents the will expressed by the Vendor, **TARGET CANADA CO.**; and
3. the present Deed of Sale is valid as to its form.

CERTIFIED at ●, Province of ●, on this ● (●) day of ●, two thousand and fifteen (2015).

Name: ●
Quality: Advocate
Address: ●
●
●

●, Advocate, Member of the Bar of the Province of Québec

CERTIFICATE

Re: Deed of Sale executed by TARGET CANADA CO., as Vendor, in the City of ●, Province of ●, and WAL-MART CANADA CORP., as Purchaser, in the City of ●, Province of ●, on the ● (●) day of ●, two thousand and fifteen (2015).

I, the undersigned, ●, Advocate, member of the Bar of the Province of Québec, hereby certify that:

1. I have verified the identity, quality and capacity of the Purchaser, **WAL-MART CANADA CORP.**, to the present Deed of Sale;
2. the present Deed of Sale represents the will expressed by the Purchaser, **WAL-MART CANADA CORP.**; and
3. the present Deed of Sale is valid as to its form.

CERTIFIED at Montreal, Province of Québec, on this ● (●) day of ●, two thousand and fifteen (2015).

Name: ●
Quality: Advocate
Address: 1 Place Ville Marie
39th Floor
Montreal, Québec, H3B 4M7

●, Advocate, Member of the Bar of the Province of Québec

**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 TARGET CANADA CO., *et al.***

Applicants

Court File No. CV-15-10832-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**APPROVAL AND VESTING ORDER
(Candiac)**

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Lawyers for the Applicants

Matter No: 1159785