

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

BETWEEN:

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

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**MOTION RECORD**

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January 23, 2025

**AIRD & BERLIS LLP**  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2 T9

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*Lawyers for the Receiver*

**TO: SERVICE LIST**

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

BETWEEN:

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

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# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

**NOTICE OF MOTION**

**KSV RESTRUCTURING INC. (“KSV”)**, in its capacity as court-appointed receiver (the “**Receiver**”) of all of the assets, undertakings and properties of La Pue International Inc. (“**Respondent**”), including the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the “**Real Property**”) will make a motion to a judge presiding over the Superior Court of Justice, Commercial List (the “**Court**”) in writing.

**THE PROPOSED METHOD OF HEARING:**

- X In writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- BY VIDEO CONFERENCE.**

**THE MOTION IS FOR:**

1. an order amending the Approval and Vesting Order granted by the court on January 7, 2025; and
2. such further and other relief that the Receiver may request and this Honourable Court may consider just.

**THE GROUNDS FOR THE MOTION ARE:****Background**

1. The Respondent is a single purpose corporation that owns the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the “**Real Property**”). The Respondent planned to develop and construct on the Real Property three mid-rise buildings consisting of one mixed-use, one hotel and one residential building (the “**Project**”).
2. The Receiver was appointed pursuant to the terms of the Receivership Order on an application by MarshallZehr Group Inc. (“**MarshallZehr**”), the Respondent’s senior secured creditor.
3. On December 20, 2023, this Court granted an order (the “**Sale Process Order**”) authorizing the Receiver to commence the process for the sale of the Real Property (the “**Sale Process**”).
4. On April 4, 2024, the Receiver and Lakeshore Luxe Design & Build Group (“**Lakeshore**”) entered into an Asset Purchase Agreement (the “**Original APA**”) which contemplated a transaction (the “**Original Transaction**”) for, among other things, the sale of the Real Property and the assumption of 359 pre-sale agreements entered into with homebuyers (collectively, the

**“Purchased Assets”).**

5. On June 11, 2024, Lakeshore assigned all of its right, title and interest in the Original APA to 1000835091 Ontario Inc. ( **“1000835091 Ontario”**) pursuant to an Assignment of Agreement of Purchase and Sale dated June 11, 2024.

6. On June 21, 2024, the Court issued an order approving the Original Transaction.

7. 1000835091 Ontario failed to close the Original Transaction, and the Receiver terminated this transaction. The Receiver subsequently entered into several reinstatement agreements with 1000835091 Ontario, and the Receiver negotiated terms with 1000835091 Ontario for an amended transaction (the **“APA”**).

8. On January 7, 2025, the Receiver obtained an approval and vesting order approving a sale agreement in respect to the Purchased Assets with 1000835091 Ontario Inc., as the purchaser.

9. Since the issuance of the AVO, a request was made to the Receiver that the AVO be amended to reflect the fact that the APA had been assigned by 1000835091 Ontario Inc. to 1001082540 Ontario Inc. The notice of the assignment provides that 1001082540 Ontario Inc. has agreed to be bound by the terms of the sale agreement as if it were the original purchaser to the agreement, and it agrees to perform and complete all obligations thereof.

10. Pursuant to the terms of approved transaction, the purchaser will only assume the Sale Agreements once it gets registered with the Home Construction Regulatory Authority (**“HCRA”**) and receives the requisite approvals from HCRA, which it has over 90 days after closing to obtain. If the purchaser does not obtain HCRA licensing and approvals, the homebuyer deposits under the sale agreements will be fully refunded to the homebuyers. The majority owner of the Purchaser

entity has several projects registered with the HCRA and does not anticipate any issues obtaining registration for this project.

**Appeal:**

11. The Company served the Notice of Appeal on January 16, 2025.
12. On January 21, 2025, the Receiver was advised by the Court of Appeal that the Notice of Appeal was not filed properly. The Receiver has requested the Company rectify the filing issue.
13. The Company's appeal is incorrectly based on the assumption that it has an automatic right of appeal pursuant to sections 193(b) and 193(c) of the BIA. The Receiver intends to file an urgent motion for directions to seek a declaration that there is no automatic right to appeal the AVO under section 193 of the BIA and that leave is required. The Receiver further seeks an order that leave be denied.
14. Rules 2.03, 3.02, 16.01 and 37 of the *Rules of Civil Procedure* (Ontario).
15. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:**

1. The Sixth Report of the Receiver dated January 22, 2025 and the appendices thereto;
2. Such further and other material as counsel may advise and this Honourable Court may permit.

January 22, 2025

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*Lawyers for the Receiver*



**MARSHALLZEHR GROUP INC**

Applicant

**- and LA PUE INTERNATIONAL INC.**

Respondent

Court File No. CV-23-00700695-00CL

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

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**NOTICE OF MOTION**

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***Lawyers for the Receiver***

# TAB 2



**Sixth Report of  
KSV Restructuring Inc.  
as Receiver of  
La Pue International Inc.**

January 22, 2025

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COURT FILE NO.: CV-23-00700695-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

FIFTH REPORT OF  
KSV RESTRUCTURING INC.  
AS RECEIVER

JANUARY 22, 2025

## 1.0 Introduction

1. This report (“**Report**”) is filed by KSV Restructuring Inc. (“**KSV**”), in its capacity as receiver (the “**Receiver**”) of the assets, undertakings, and property of La Pue International Inc. (the “**Company**”) acquired for or used in relation to a business carried on by the Company.
2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on October 19, 2023, KSV was appointed Receiver.
3. KSV seeks an amendment to the approval and vesting order granted by the Court on January 7, 2025 (the “**AVO**”), at the request of the purchaser under the APA (as defined below).

### 1.1 Purposes of this Report

1. The purpose of this Report is to recommend that the Court issue an order approving an amendment to the AVO.

### 1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

### 1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by Marshallzehr, the principal secured creditor of the Company. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

### 2.0 Assignment of Asset Purchase Agreement

1. Background of these proceedings and further details in respect of the transaction approved pursuant to the AVO can be found in the Fourth Report of the Receiver dated December 11, 2024, filed with the Court.
2. The Company's principal asset is the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"). The principal purpose of the receivership proceeding is to market the Real Property for sale in a Court-supervised process.
3. On December 20, 2023, the Court issued an order approving a sale process for the Real Property and certain related assets.
4. On April 4, 2024, the Receiver and Lakeshore Luxe Design & Build Group ("**Lakeshore**") entered into an Asset Purchase Agreement (the "**Original APA**") which contemplated a transaction (the "**Original Transaction**") for, among other things, the sale of the Real Property and the assumption of 359 pre-sale agreements entered into with homebuyers (collectively, the "**Purchased Assets**").
5. On June 11, 2024, Lakeshore assigned all of its right, title and interest in the Original APA to 1000835091 Ontario Inc. ("**1000835091 Ontario**") pursuant to an Assignment of Agreement of Purchase and Sale dated June 11, 2024.
6. On June 21, 2024, the Court issued an order approving the Original Transaction.
7. 1000835091 Ontario failed to close the Original Transaction, and the Receiver terminated this transaction. The Receiver subsequently entered into several reinstatement agreements with 1000835091 Ontario, and the Receiver negotiated terms with 1000835091 Ontario for an amended transaction (the "**APA**").
8. On January 7, 2025, the Receiver obtained the AVO approving the APA and the related transaction. A copy of the AVO is attached as **Appendix "A"**.
9. Since the issuance of the AVO, a request was made to the Receiver that the AVO be amended to reflect the fact the APA has been assigned by 1000835091 Ontario to

1001082540 Ontario Inc. (“**1001082540 Ontario**”). A copy of the notice of assignment is attached as **Appendix “B”**. The notice of assignment provides that 1001082540 Ontario has agreed to be bound by the terms of the APA as if it were the original purchaser to the agreement, and it agrees to perform and complete all obligations thereof.

10. The APA provides an assignment right to the 1000835091 Ontario.
11. The Receiver seeks to amend the AVO to reflect that the Purchased Assets, as defined in the APA be vested in 1001082540 Ontario.
12. Per the terms of the APA, the costs of this motion will be borne by 1001082540 Ontario.
13. Pursuant to the terms of the Amended Transaction, the purchaser will only assume the Sale Agreements once it gets registered with the Home Construction Regulatory Authority (“**HCRA**”) and receives the requisite approvals from HCRA, which it has over 90 days after closing to obtain. If the purchaser does not obtain HCRA licensing and approvals, the homebuyer deposits under the Sale Agreements will be fully refunded to the homebuyers. The majority owner of the Purchaser entity has several projects registered with the HCRA and does not anticipate any issues obtaining registration for this project.

### **3.0 Appeal**

14. The Company served the Notice of Appeal on January 16, 2025. A copy of the Notice of Appeal is attached as Appendix “C”.
15. On January 21, 2025, the Receiver was advised by the Court of Appeal that the Notice of Appeal was not filed properly. The Receiver has requested the Company rectify the filing issue.
16. The Company’s appeal is incorrectly based on the assumption that it has an automatic right of appeal pursuant to sections 193(b) and 193(c) of the BIA. The Receiver intends to file an urgent motion for directions to seek a declaration that there is no automatic right to appeal the AVO under section 193 of the BIA and that leave is required. The Receiver further seeks an order that leave be denied.

### **4.0 Conclusion and Recommendation**

1. Based on the foregoing, the Receiver respectfully recommends that the Court make the orders granting the requested relief.

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY AS RECEIVER OF  
LA PUE INTERNATIONAL INC.  
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

• 63111684.5



# APPENDIX A



Court File No. CV-23-00700695-00CL

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

THE HONOURABLE MADAM )  
JUSTICE JANE DIETRICH )

TUESDAY, THE 7<sup>TH</sup>  
DAY OF JANUARY, 2025

**BETWEEN:**

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

**ORDER  
(Sale Approval)**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets (the “**Property**”) of La Pue International Inc. (the “**Debtor**”) for an order, among other things:

- (a) validating service of the Receiver’s Notice of Motion and Motion Record;
- (b) approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement dated April 4, 2024, as amended by the First Reinstatement and Amending Agreement dated July 12, 2024, the Second Reinstatement and Amending Agreement dated October 8, 2024 and the Third Reinstatement and Amending Agreement dated November 18, 2024 (collectively, the “**Sale Agreement**”), between the Receiver and Lakeshore Luxe Design & Build Group (“**Lakeshore**”), appended as Confidential Appendices 1, 2 and 3 respectively, to the Receiver’s Fourth Report to the Court dated December 11, 2024 (the “**Fourth Report**”) and to Appendix A to the Supplemental

Confidential Brief to the Fourth Report and vesting in 1000835091 Ontario Inc. (the “**Purchaser**”), as assignee of Lakeshore, the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), including the lands and premises located at the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and legally described in **Schedule “A”** hereto (the “**Real Property**”); and

(c) sealing the Confidential Appendices to the Fourth Report and the Supplemental Confidential Brief to the Fourth Report (collectively, the “**Confidential Appendices**”) pending the closing of the Transaction or a further order of the Court,

was heard this day by judicial videoconference via Zoom.

**ON READING** the Motion Record of the Receiver dated December 11, 2024 including the Fourth Report, and on hearing the submissions of counsel for the Receiver, counsel to the Applicant, and such other counsel as were present and on the Counsel Slip, no one else appearing although properly served as appears from the Affidavits of Service of Daisy Jin sworn December 12, 2024 and January 2, 2025 and the Affidavit of Service of Cristian Delfino sworn December 13, 2024, filed:

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service and filing 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.

## **APPROVAL OF THE TRANSACTION AND VESTING ORDER**

2. **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 Purchased Assets to the Purchaser.

3. **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**"), the Purchased Assets, including the Real Property, 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, taxes, including real property taxes, 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 Cavanagh dated October 19, 2023 (the "**Receivership Order**"); (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 including those registrations listed on Schedule "E" hereto but only in respect of the Purchased Assets; (iii) any Claims filed in respect of or affecting the Purchased Assets, including Claims in respect of the *Construction Act* (Ontario); and (iv) 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.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Niagara (South) (No. 59) 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 in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Encumbrances listed in Schedule "C" hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, 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 Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if

the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the "Property" as defined in the preamble of this Order and the Purchased Assets vesting in the Purchaser shall not include any current or future funds related to deposits held in trust by any law firm acting on behalf of a the Deposit Insurer, Sovereign General Insurance Company or the Debtor with respect to the purchase of a residential unit located on any of the Real Property, including, without limitation, the deposits held by Sullivan Mahoney LLP in trust related to a residential development known as The Stanley District containing 435 residential dwelling units at Ferry Street in the City of Niagara Falls (the "**Deposits**"). Further, nothing in this Order shall, or is intended to, entitle or grant the Purchaser any interest in the Deposits.

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

8. **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 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 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.

9. **THIS COURT ORDERS** that the Confidential Appendices to the Fourth Report be and hereby are sealed pending the completion of the Transaction or a further order of the Court.

10. **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.

11. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today's date and is enforceable without the need for entry and filing.



---

Jane Dietrich J.

**Schedule “A” – Real Property**

**Municipal Address:** 5528 Ferry Street, Niagara Falls, Ontario

**PIN:** 64349-0258 (LT)

**Property Description:** Firstly: Lots 46, 51, 52, 61, 62, 63, 64 & 65, Plan 273 & Part Lots 43, 44, 45, 47, 48, 49 & 50, Plan 273, Village of Niagara Falls, Parts 1 & 3 Plan 59R17206; Secondly: Surface Rights Only (as in RO718049), Part Lots 47, 48, 49 & 50 Plan 273, Village of Niagara Falls, Part 2 Plan 59R17206; subject to an Easement over Parts 1 & 2 59R17292 in favour of Part Lots 41 & 42 Plan 273 as in RO441658 as in SN754703; City of Niagara Falls

**Schedule “B” – Form of Receiver’s Certificate**

Court File No. CV-23-00700695-00CL

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

**BETWEEN:**

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (the “**Court**”) dated October 19, 2023, KSV Restructuring Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of La Pue International Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated January 7, 2025 (“**Approval and Vesting Order**”), the Court approved the asset purchase agreement (as amended, restated, reinstated or otherwise supplement from time to time, the “**Sale Agreement**”) between the Receiver and Lakeshore Luxe Design & Build Group (the “**Purchaser**”) and provided for the vesting in the Purchaser all of the Debtor’s 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 in the Sale Agreement have been satisfied or



waived by the Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (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 Approval and Vesting Order.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets 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 \_\_\_\_\_ on \_\_\_\_\_, 2025.

**KSV RESTRUCTURING INC., solely in its capacity as Court-Appointed Receiver of La Pue International Inc. and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

**Schedule “C” – Encumbrances to be deleted and expunged from title to Real Property.**

No.	Registration No.	Registration Date	Instrument Type	Amount	Encumbrancers
1.	SN644659	2020/10/02	Charge	\$2,000,000	The Sovereign General Insurance Company
2.	SN658896	2021/01/26	Notice	\$1	The Sovereign General Insurance Company
3.	SN703091	2021/12/01	Charge	\$13,800,000	MarshallZehr Group Inc.
4.	SN703094	2021/12/01	Notice of Assignment of Rents – General		MarshallZehr Group Inc.
5.	SN703098	2021/12/01	Postponement		MarshallZehr Group Inc.
6.	SN703255	2021/12/01	Application to Annex Restrictive Covenants S.118		MarshallZehr Group Inc.
7.	SN743390	2022/09/26	Notice of Change of Address		MarshallZehr Group Inc.
8.	SN758055	2023/02/22	Construction Lien	\$3,673,337	HC Matcon Inc.
9.	SN759949	2023/03/15	Construction Lien	\$841,498	Kada Group Inc.
10.	SN760306	2023/03/17	Construction Lien	\$8,205,941	Buttcon Limited
11.	SN761643	2023/03/31	Construction Lien	\$123,734	Kada Group Inc.
12.	SN764799	2023/05/01	Certificate		HC Matcon Inc.

13.	SN767364	2023/05/26	Construction Lien	\$23,278	TT Galbraith Electric Ltd
14.	SN769190	2023/06/12	Certificate		Buttcon Limited
15.	SN770167	2023/06/21	Certificate		Kada Group Inc.
16.	SN771564	2023/07/04	Construction Lien	\$43,630	HC Matcon Inc.
17.	SN772841	2023/07/14	Certificate		HC Matcon Inc.
18.	SN787037	2023/11/29	Construction Lien	\$254,023	HC Matcon Inc.
19.	SN788992	2023/12/18	Certificate		HC Matcon Inc.

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
4. Any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;
5. Encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
6. The exceptions and qualifications set forth in the *Registry Act* (Ontario) or the *Land Titles Act* (Ontario), or amendments thereto;
7. Any reservation(s) contained in the original grant from Crown;
8. Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.
9. Provincial succession duties and escheats or forfeiture to the Crown;
10. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
11. Any lease to which subsection 70(2) of the *Registry Act* (Ontario) applies; and
  
12. The following instruments registered on title to the Premises:

No.	Registration No.	Registration Date	Instrument Type	Parties To
1.	SN613492	2019/12/12	Application to Consolidate	
2.	SN629148	2020/05/14	Notice	The Corporation of the City of Niagara Falls
3.	SN642462	2020/09/18	Notice	The Corporation of the City of Niagara Falls
4.	59R16793	2020/10/01	Plan Reference	
5.	SN666113	2021/03/22	Application Bylaw Deeming Plan Not A Plan	The Corporation of the City of Niagara Falls
6.	SN666891	2021/03/26	Notice	The Corporation of the City of Niagara Falls
7.	59R17206	2022/03/11	Plan Reference	
8.	SN716940	2022/03/11	Application Absolute Title	La Pue International Inc.
9.	SN721529	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
10.	SN721530	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
11.	SN721531	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
12.	SN723231	2022/04/26	Notice	The Corporation of the City of Niagara Falls
13.	59R17292	2022/06/13	Plan Reference	
14.	SN754703	2023/01/13	Transfer Easement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
15.	SN754704	2023/01/13	Postponement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
16.	SN754705	2023/01/13	Postponement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
17.	SN754853	2023/01/16	Land Registrar's Order	Land Registrar, Niagara South Land Registry Office
18.	SN763208	2023/04/17	Notice	Anastasia Georgina Loukas and 2779006 Ontario Inc. and La Pue International Inc.

**Schedule “E” – PPSA Registrations to be Released but only in respect of Purchased Assets**

Date of Registration	Secured Party	File Number	Registration Number	Expiry Date
Jun 1, 2022	Newroads Automotive Group Ltd.	783547137	20220601 1259 1210 8587	Jun 1, 2026
Nov. 25, 2021	Marshallzehr Group Inc.	778525902	2021125 1518 1590 6050	Nov. 25, 2026
Nov. 25, 2021	Marshallzehr Group Inc.	778525911	2021125 1519 1590 6051	Nov. 25, 2026
Jan. 26, 2021	The Sovereign General Insurance Company	769461417	20210126 1509 1862 9924	Jan. 26, 2032
Oct. 2, 2020	The Sovereign General Insurance Company	766400931	20201002 1508 1862 2211	Oct. 2, 2031

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

Court File No. CV-23-00700695-00CL

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

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**APPROVAL AND VESTING ORDER**

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**AIRD & BERLIS LLP**

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

**Kyle Plunkett (LSO #61044N)**

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Email: aho@airdberlis.com

*Lawyers for the Receiver, KSV Restructuring  
Inc.*

# APPENDIX B



**NOTICE OF ASSIGNMENT OF ASSET PURCHASE AGREEMENT**

TO: 1001082540 ONTARIO INC.

AND TO: MILLER THOMSON LLP,  
the Assignee's solicitors herein

RE: Asset Purchase Agreement between LAKESHORE LUXE DESIGN & BUILD GROUP INC. (the "Purchaser") and KSV RESTRUCTURING INC., in its capacity as Court-appointed receiver of LA PUE INTERNATIONAL INC., and not in its personal or corporate capacity and without personal or corporate liability (the "Vendor"), dated the 4<sup>th</sup> day of April, 2024, as reinstated and amended (the "Asset Purchase Agreement"), pursuant to which the Purchaser agreed to purchase and the Vendor agreed to sell the lands and premises municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "Property") and assigned by the Vendor to 1000835091 Ontario Inc. by an Assignment of Asset Purchase Agreement dated June 19, 2024.

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TAKE NOTICE THAT the 1000835091 ONTARIO INC. has assigned all of its right, title and interest in the Asset Purchase Agreement, together with all deposit monies which have been paid thereunder to date to and in favour of 1001082540 ONTARIO INC. (the "Assignee"), which has agreed to be bound by the terms of the Asset Purchase Agreement as if it was the original "Purchaser" noted therein and has agreed to perform and complete all obligations thereof.

ACCORDINGLY, you are hereby irrevocably authorized and directed, as of the date hereof, to deal with and take all further instruction in respect of the interest of the "Purchaser" under the Asset Purchase Agreement from 1001082540 ONTARIO INC.

This Notice may be executed in counterparts and transmitted by facsimile, photocopy or other forms of electronic transmission and that the executed counterparts, however received, shall be received as original signatures and together form this Agreement.

DATED this 5<sup>th</sup> day of December, 2024.

1000835091 ONTARIO INC.

Per: 

Name: Anthony De Francesco

Title: Authorized Signing Officer

I have the authority to bind the corporation

**ASSIGNEE'S COVENANT**

**TAKE NOTICE THAT:**

The Assignee hereby covenants to be bound by, assume, observe, comply with and be responsible for all of the Purchaser's obligations, covenants and liabilities under and in respect of the Asset Purchase Agreement, as if the Assignee were original signatories to the Asset Purchase Agreement.

This Notice may be executed in counterparts and transmitted by facsimile, photocopy or other forms of electronic transmission and that the executed counterparts, however received, shall be received as original signatures and together form this Notice.

**DATED** this 5<sup>th</sup> day of December, 2024.

**1001082540 ONTARIO INC.**

Per:   
\_\_\_\_\_  
Name: Giacomo Scivoletto  
Title: Director  
I have the authority to bind the corporation

\_\_\_\_\_

# APPENDIX C

Court of Appeal File No.:  
Court File No.: CV-23-00700695-00CL

***COURT OF APPEAL FOR ONTARIO***

B E T W E E N:

**MARSHALLZEHR GROUP INC.**

Applicant  
(Respondent)

- and -

**LA PUE INTERNATIONAL INC.**

Respondent  
(Appellant)

**IN THE MATTER OF AN 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**

**NOTICE OF APPEAL**

**THE APPELLANT, La Pue International Inc.** (“**La Pue**” or the “**Appellant**”), appeals to the Court of Appeal for Ontario from the Endorsement and Order of the Honourable Justice Jane Dietrich (the “**Motion Judge**”) dated January 7, 2025, made at Toronto, Ontario whereby the learned Motion Judge granted an Order (the “**Order**”) approving the asset purchase agreement dated April 4, 2024, as amended thereafter (the “**APA**”), entered into between Lakeshore Luxe Design & Build Group (“**Lakeshore**”) and KSV Restructuring Inc. (the “**Receiver**”), in its capacity as receiver over all the assets, undertakings and properties of La Pue, and vesting in 100835091 Ontario Inc. (the “**Purchaser**”) as assignee of Lakeshore, La Pue’s right title and interest in and to the purchased assets, including the real property municipally known as 5528 Ferry Street, Niagara Falls (the “**Real Property**”).

**THE APPELLANT ASKS** that the Order be set aside and an Order be granted as follows:

- a) An Order permitting and directing La Pue to exercise its right of redemption and payout the indebtedness owed to the Applicant/Respondent on Appeal, Marshallzehr Group Inc.;

**THE GROUNDS OF APPEAL** are as follows:

- b) The learned Motion Judge erred in law and fact by failing to consider, or properly consider, the interests of all parties, as required pursuant to the governing principles set out in case law and applicable to the Court's approval of sales transactions.
- c) The learned Motion Judge failed to consider the interests of La Pue, the claimants with liens registered against title to the Real Property and the 359 pre-sale purchasers that entered into preconstruction agreements (the "**Preconstruction Agreements**") with La Pue for the purchase of condominium units.
- d) The learned Motion Judge erred in law and fact by approving the Order and vesting in the Purchaser title in the Real Property, as the Purchaser is not registered with the Home Construction Regulatory Authority and thereby precluded from assuming the Preconstruction Agreements and resulting in a termination thereof.
- e) The Learned Motion Judge failed to consider, or properly consider, the Purchaser's failure to pay deposits to the Receiver on three separate occasions and the corresponding financial ability of the Purchaser to complete the sales transaction.
- f) The learned Motion Judge erred in law and fact by preferring the interests of the Purchaser over the interests of La Pue and its right to redeem and payout the indebtedness owed to Applicant/Respondent on Appeal, Marshallzehr Group Inc.
- g) The learned Motion Judge failed to consider evidence supporting La Pue's financial ability to exercise its right of redemption, including but not limited to, the lender's

letter dated November 21, 2024 evidencing proof of funds and an email from La Pue's lender sent on December 16, 2024 confirming that the funds are available.

- h) The learned Motion Judge erred in fact by finding that the purchase price submitted by the Purchaser is superior to the offer submitted by La Pue's principal.
- i) La Pue's right to redeem and payout the indebtedness owed to the Applicant/Respondent on Appeal, Marshallzehr Group Inc. would create a more satisfactory result for all interested stakeholders insofar as there would be no shortfall or deficit on the indebtedness, the Preconstruction Agreements would remain in place and the lien claimants security would not vest in the purchase price and be discharged from title to the Real Property.
- j) The learned Motion Judge erred in fact by finding that there are no unusual or exceptional circumstances that exist to support granting La Pue's right to redeem.
- k) By denying La Pue's request to exercise its right of redemption, the learned Motion Judge erred in law.
- l) If required or necessary, a stay of the Order appealed from pending the hearing of this appeal by this Honourable Court and directing the Receiver not to close the sale transaction with the Purchaser pending the hearing of the within Appeal.
- m) Such further and other grounds as counsel may advise and this Honourable Court may permit

**THE BASIS OF THE APPELLATE COURT'S JURISDICTION IS:**

- n) Rule 61.04 of the *Rules of Civil Procedure*.
- o) Sections 6(1)(b) and 134(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

- p) Sections 193(b), 193(c), 195 of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3.
- q) Rule 31 of the *Bankruptcy and Insolvency General Rules*, C.R.C., c. 368.
- r) Leave to appeal the Order is not required.
- s) Such further and other statutes/rules as counsel may advise and this Honourable Court may permit.

**DATE:** January 16, 2025

**MANIS LAW**  
2300 Yonge Street, Suite 1600  
Toronto, Ontario M4P 1E4

**Howard F. Manis** (LSO#: 34366V)  
Tel: (416) 364-5289  
[hmanis@manislaw.ca](mailto:hmanis@manislaw.ca)

**Daniel Litsos** (LSO#: 79628V)  
[dlitsos@manislaw.ca](mailto:dlitsos@manislaw.ca)

Lawyers for the Appellant,  
La Pue International Inc.

**TO: SERVICE LIST**

**MARSHALLZEHR GROUP INC.**  
Applicant (Respondent on Appeal)

- and -

**LA PUE INTERNATIONAL INC.**  
Respondent (Appellant)

Court File No. CV-23-00700695-00CL  
Court of Appeal File No.

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***COURT OF APPEAL FOR ONTARIO***

Proceedings Commenced at TORONTO

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**NOTICE OF APPEAL**

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**MANIS LAW**

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Lawyers for the Appellant,  
La Pue International Inc.



**MARSHALLZEHR GROUP INC.**  
Applicant

- and -

**LA PUE INTERNATIONAL INC.**  
Respondent

Court File No. CV-23-00700695-00CL

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

**Proceedings commenced at Toronto**

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**SIXTH REPORT OF KSV RESTRUCTURING INC.**  
**AS RECEIVER OF LA PUE INTERNATIONAL INC.**

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**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett** (LSO# 61044N)

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**Adrienne Ho** (LSO# 68439N)

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*Lawyers for the Receiver*

# TAB 3

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

THE HONOURABLE MADAM ) **<\*>TUESDAY, THE <\*>7<sup>TH</sup>**  
)  
JUSTICE JANE DIETRICH ) **DAY OF JANUARY, 2025**

**BETWEEN:**

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

**AMENDED ORDER**  
**(Sale Approval)**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets (the “**Property**”) of La Pue International Inc. (the “**Debtor**”) for an order, among other things:

- (a) validating service of the Receiver’s Notice of Motion and Motion Record;
- (b) approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement dated April 4, 2024, as amended by the First Reinstatement and Amending Agreement dated July 12, 2024, the Second Reinstatement and Amending Agreement dated October 8, 2024 and the Third Reinstatement and Amending Agreement dated November 18, 2024 (collectively, the “**Sale Agreement**”), between the Receiver and Lakeshore Luxe Design & Build Group (“**Lakeshore**”), appended as Confidential Appendices 1, 2 and 3 respectively, to the Receiver’s Fourth Report to the Court dated December 11, 2024 (the “**Fourth Report**”) and to Appendix A to the

Supplemental Confidential Brief to the Fourth Report, and the Sale Agreement was further assigned to 1001082540 Ontario Inc. by way of a Notice of Assignment dated December 5, 2024 and vesting in ~~1000835091 Ontario Inc.~~ 1001082540 Ontario Inc. (the “**Purchaser**”), as assignee of ~~Lakeshore~~1000835091 Ontario Inc., the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), including the lands and premises located at the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and legally described in **Schedule “A”** hereto (the “**Real Property**”); and

(c) sealing the Confidential Appendices to the Fourth Report and the Supplemental Confidential Brief to the Fourth Report (collectively, the “**Confidential Appendices**”) pending the closing of the Transaction or a further order of the Court, was heard this day by judicial videoconference via Zoom.

**ON READING** the Motion Record of the Receiver dated December 11, 2024 including the Fourth Report, and on hearing the submissions of counsel for the Receiver, counsel to the Applicant, and such other counsel as were present and on the Counsel Slip, no one else appearing although properly served as appears from the Affidavits of Service of Daisy Jin sworn December 12, 2024 and January 2, 2025 and the Affidavit of Service of Cristian Delfino sworn December 13, 2024, filed:

AND ON READING the Motion Record of the Receiver dated January 23, 2025 and the Affidavit of Service of Daisy Jin dated January 23, 2025, filed:

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service and filing 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.

## **APPROVAL OF THE TRANSACTION AND VESTING ORDER**

2. **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 Purchased Assets to the Purchaser.

3. **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**"), the Purchased Assets, including the Real Property, 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, taxes, including real property taxes, 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 Cavanagh dated October 19, 2023 (the "**Receivership Order**"); (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 including those registrations listed on Schedule "E" hereto but only in respect of the Purchased Assets; (iii) any Claims filed in respect of or affecting the Purchased Assets, including Claims in respect of the *Construction Act* (Ontario); and (iv) 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.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Niagara (South) (No. 59) 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 in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Encumbrances listed in Schedule "C" hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, 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 Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the "Property" as defined in the preamble of this Order and the Purchased Assets vesting in the Purchaser shall not include any current or future funds related to deposits held in trust by any law firm acting on behalf of a the Deposit Insurer, Sovereign General Insurance Company or the Debtor with respect to the purchase of a residential unit located on any of the Real Property, including, without limitation, the deposits held by Sullivan Mahoney LLP in trust related to a residential development known as The Stanley District containing 435 residential dwelling units at Ferry Street in the City of Niagara Falls (the "**Deposits**"). Further, nothing in this Order shall, or is intended to, entitle or grant the Purchaser any interest in the Deposits.

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

8. **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 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 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.

9. **THIS COURT ORDERS** that the Confidential Appendices to the Fourth Report be and hereby are sealed pending the completion of the Transaction or a further order of the Court.

10. **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.

11. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today's date and is enforceable without the need for entry and filing.

---

## Schedule "A" – Real Property

**Municipal Address:** 5528 Ferry Street, Niagara Falls, Ontario

**PIN:** 64349-0258 (LT)

**Property Description:** Firstly: Lots 46, 51, 52, 61, 62, 63, 64 & 65, Plan 273 & Part Lots 43, 44, 45, 47, 48, 49 & 50, Plan 273, Village of Niagara Falls, Parts 1 & 3 Plan 59R17206; Secondly: Surface Rights Only (as in RO718049), Part Lots 47, 48, 49 & 50 Plan 273, Village of Niagara Falls, Part 2 Plan 59R17206; subject to an Easement over Parts 1 & 2 59R17292 in favour of Part Lots 41 & 42 Plan 273 as in RO441658 as in SN754703; City of Niagara Falls



**Schedule “B” – Form of Receiver’s Certificate**

Court File No. CV-23-00700695-00CL

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

**BETWEEN:**

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (the “**Court**”) dated October 19, 2023, KSV Restructuring Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of La Pue International Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated January 7, 2025 (“**Approval and Vesting Order**”), the Court approved the asset purchase agreement (as amended, restated, reinstated or otherwise supplement from time to time, the “**Sale Agreement**”) between the Receiver and Lakeshore Luxe Design & Build Group (the “**Purchaser**”) and provided for the vesting in the Purchaser all of the Debtor’s 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 in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the

transaction contemplated by the Sale Agreement (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 Approval and Vesting Order.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets 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 \_\_\_\_\_ on \_\_\_\_\_, 2025.

**KSV RESTRUCTURING INC., solely in its capacity as Court-Appointed Receiver of La Pue International Inc. and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

**Schedule “C” – Encumbrances to be deleted and expunged from title to Real Property.**

<b>No.</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Encumbrancers</b>
1.	SN644659	2020/10/02	Charge	\$2,000,000	The Sovereign General Insurance Company
2.	SN658896	2021/01/26	Notice	\$1	The Sovereign General Insurance Company
3.	SN703091	2021/12/01	Charge	\$13,800,000	MarshallZehr Group Inc.
4.	SN703094	2021/12/01	Notice of Assignment of Rents – General		MarshallZehr Group Inc.
5.	SN703098	2021/12/01	Postponement		MarshallZehr Group Inc.
6.	SN703255	2021/12/01	Application to Annex Restrictive Covenants S.118		MarshallZehr Group Inc.
7.	SN743390	2022/09/26	Notice of Change of Address		MarshallZehr Group Inc.
8.	SN758055	2023/02/22	Construction Lien	\$3,673,337	HC Matcon Inc.
9.	SN759949	2023/03/15	Construction Lien	\$841,498	Kada Group Inc.
10.	SN760306	2023/03/17	Construction Lien	\$8,205,941	Buttcon Limited
11.	SN761643	2023/03/31	Construction Lien	\$123,734	Kada Group Inc.
12.	SN764799	2023/05/01	Certificate		HC Matcon Inc.
13.	SN767364	2023/05/26	Construction Lien	\$23,278	TT Galbraith Electric Ltd
14.	SN769190	2023/06/12	Certificate		Buttcon Limited
15.	SN770167	2023/06/21	Certificate		Kada Group Inc.

16.	SN771564	2023/07/04	Construction Lien	\$43,630	HC Matcon Inc.
17.	SN772841	2023/07/14	Certificate		HC Matcon Inc.
18.	SN787037	2023/11/29	Construction Lien	\$254,023	HC Matcon Inc.
19.	SN788992	2023/12/18	Certificate		HC Matcon Inc.

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
4. Any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;
5. Encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
6. The exceptions and qualifications set forth in the *Registry Act* (Ontario) or the *Land Titles Act* (Ontario), or amendments thereto;
7. Any reservation(s) contained in the original grant from Crown;
8. Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.
9. Provincial succession duties and escheats or forfeiture to the Crown;
10. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
11. Any lease to which subsection 70(2) of the *Registry Act* (Ontario) applies; and

12. The following instruments registered on title to the Premises:

No.	Registration No.	Registration Date	Instrument Type	Parties To
1.	SN613492	2019/12/12	Application to Consolidate	
2.	SN629148	2020/05/14	Notice	The Corporation of the City of Niagara Falls
3.	SN642462	2020/09/18	Notice	The Corporation of the City of Niagara Falls
4.	59R16793	2020/10/01	Plan Reference	
5.	SN666113	2021/03/22	Application Bylaw Deeming Plan Not A Plan	The Corporation of the City of Niagara Falls
6.	SN666891	2021/03/26	Notice	The Corporation of the City of Niagara Falls
7.	59R17206	2022/03/11	Plan Reference	
8.	SN716940	2022/03/11	Application Absolute Title	La Pue International Inc.
9.	SN721529	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
10.	SN721530	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
11.	SN721531	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
12.	SN723231	2022/04/26	Notice	The Corporation of the City of Niagara Falls
13.	59R17292	2022/06/13	Plan Reference	
14.	SN754703	2023/01/13	Transfer Easement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
15.	SN754704	2023/01/13	Postponement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
16.	SN754705	2023/01/13	Postponement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
17.	SN754853	2023/01/16	Land Registrar's Order	Land Registrar, Niagara South Land Registry Office
18.	SN763208	2023/04/17	Notice	Anastasia Georgina Loukas and 2779006 Ontario Inc. and La Pue International Inc.

**Schedule “E” – PPSA Registrations to be Released but only in respect of Purchased Assets**

Date of Registration	Secured Party	File Number	Registration Number	Expiry Date
Jun 1, 2022	Newroads Automotive Group Ltd.	783547137	20220601 1259 1210 8587	Jun 1, 2026
Nov. 25, 2021	Marshallzehr Group Inc.	778525902	2021125 1518 1590 6050	Nov. 25, 2026
Nov. 25, 2021	Marshallzehr Group Inc.	778525911	2021125 1519 1590 6051	Nov. 25, 2026
Jan. 26, 2021	The Sovereign General Insurance Company	769461417	20210126 1509 1862 9924	Jan. 26, 2032
Oct. 2, 2020	The Sovereign General Insurance Company	766400931	20201002 1508 1862 2211	Oct. 2, 2031

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

Court File No. CV-23-00700695-00CL

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

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**APPROVAL AND VESTING ORDER**

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**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
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**Kyle Plunkett (LSO #61044N)**

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**Adrienne Ho (LSO# 68439N)**

Tel: 416-637-7980  
Email: aho@airdberlis.com

*Lawyers for the Receiver, KSV Restructuring  
Inc.*



# TAB 4

(Del)

(Del)



Court File No. CV-23-00700695-00CL

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

THE HONOURABLE MADAM

)

**TUESDAY, THE 7<sup>TH</sup>**

JUSTICE JANE DIETRICH

)

DAY OF JANUARY, 2025

)

)

)

**BETWEEN:**

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

**AMENDED ORDER**

**(Sale Approval)**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets (the “**Property**”) of La Pue International Inc. (the “**Debtor**”) for an order, among other things:

(a) validating service of the Receiver’s Notice of Motion and Motion Record;

(b) approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement dated April 4, 2024, as amended by the First Reinstatement and Amending Agreement dated July 12, 2024, the Second Reinstatement and Amending Agreement dated October 8, 2024 and the Third Reinstatement and Amending Agreement dated November 18, 2024 (collectively, the “**Sale Agreement**”), between the Receiver and Lakeshore Luxe Design & Build Group (“**Lakeshore**”), appended as Confidential Appendices 1, 2 and 3 respectively, to the Receiver’s Fourth Report to the Court dated December 11, 2024 (the “**Fourth Report**”) and to Appendix A to the Supplemental

Confidential Brief to the Fourth Report, and the Sale Agreement was further assigned to 1001082540 Ontario Inc. by way of a Notice of Assignment dated December 5, 2024 and vesting in ~~1000835091—Ontario—Inc.~~ 1001082540 Ontario Inc. (the “**Purchaser**”), as assignee of ~~Lakeshore~~Lakeshore~~1000835091 Ontario Inc.~~, the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), including the lands and premises located at the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and legally described in **Schedule “A”** hereto (the “**Real Property**”); and

- (c) sealing the Confidential Appendices to the Fourth Report and the Supplemental Confidential Brief to the Fourth Report (collectively, the “**Confidential Appendices**”) pending the closing of the Transaction or a further order of the Court,

was heard this day by judicial videoconference via Zoom.

**ON READING** the Motion Record of the Receiver dated December 11, 2024 including the Fourth Report, and on hearing the submissions of counsel for the Receiver, counsel to the Applicant, and such other counsel as were present and on the Counsel Slip, no one else appearing although properly served as appears from the Affidavits of Service of Daisy Jin sworn December 12, 2024 and January 2, 2025 and the Affidavit of Service of Cristian Delfino sworn December 13, 2024, filed:

AND ON READING the Motion Record of the Receiver dated January 23, 2025 and the Affidavit of Service of Daisy Jin dated January 23, 2025, filed:

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service and filing 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.

## **APPROVAL OF THE TRANSACTION AND VESTING ORDER**

2. **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 Purchased Assets to the Purchaser.

3. **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**"), the Purchased Assets, including the Real Property, 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, taxes, including real property taxes, 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 Cavanagh dated October 19, 2023 (the "**Receivership Order**");

(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 including those registrations listed on Schedule "E" hereto but only in respect of the Purchased Assets; (iii) any Claims filed in respect of or affecting the Purchased Assets, including Claims in respect of the *Construction Act* (Ontario); and (iv) 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.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Niagara (South) (No. 59) 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 in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Encumbrances listed in Schedule "C" hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, 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 Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if

the Purchased Assets had not been sold and remained <sup>4</sup>in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the "Property" as defined in the preamble of this Order and the Purchased Assets vesting in the Purchaser shall not include any current or future funds related to deposits held in trust by any law firm acting on behalf of a the Deposit Insurer, Sovereign General Insurance Company or the Debtor with respect to the purchase of a residential unit located on any of the Real Property, including, without limitation, the deposits held by Sullivan Mahoney LLP in trust related to a residential development known as The Stanley District containing 435 residential dwelling units at Ferry Street in the City of Niagara Falls (the "**Deposits**"). Further, nothing in this Order shall, or is intended to, entitle or grant the Purchaser any interest in the Deposits.

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

8. **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 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 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.

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9. **THIS COURT ORDERS** that the Confidential Appendices to the Fourth Report be and hereby are sealed pending the completion of the Transaction or a further order of the Court.

10. **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.

11. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today's date and is enforceable without the need for entry and filing.

(Del)



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**Jane Dietrich J.**

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*[Different first page setting changed from off in original to on in modified.]*

## **Schedule “A” – Real Property**

**Municipal Address:** 5528 Ferry Street, Niagara Falls, Ontario

**PIN:** 64349-0258 (LT)

**Property Description:** Firstly: Lots 46, 51, 52, 61, 62, 63, 64 & 65, Plan 273 & Part  
Lots  
43, 44, 45, 47, 48, 49 & 50, Plan 273, Village of Niagara  
Falls, Parts 1 & 3 Plan 59R17206; Secondly: Surface  
Rights Only (as in RO718049), Part Lots 47, 48, 49 & 50  
Plan 273, Village of Niagara Falls, Part 2 Plan 59R17206;  
subject to an Easement over Parts 1 & 2 59R17292 in  
favour of Part Lots 41 & 42 Plan 273 as in RO441658 as  
in SN754703; City of Niagara Falls

**Schedule “B” – Form of Receiver’s Certificate**

Court File No. CV-23-00700695-00CL

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

**BETWEEN:**

**MARSHALLZEHR GROUP INC.**

Applicant

- and -

**LA PUE INTERNATIONAL INC.**

Respondent

**RECEIVER’S CERTIFICATE**

**RECITALS**

~~A.A.~~ Pursuant to an Order of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (the “**Court**”) dated October 19, 2023, KSV Restructuring Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of La Pue International Inc. (the “**Debtor**”).

~~B.B.~~ Pursuant to an Order of the Court dated January 7, 2025 (“**Approval and Vesting Order**”), the Court approved the asset purchase agreement (as amended, restated, reinstated or otherwise supplement from time to time, the “**Sale Agreement**”) between the Receiver and Lakeshore Luxe Design & Build Group (the “**Purchaser**”) and provided for the vesting in the Purchaser all of the Debtor’s 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 in the Sale Agreement have been satisfied or



waived by the Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (the “**Transaction**”) has been completed to the satisfaction of the Receiver.

~~C.~~ C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order.

**THE RECEIVER CERTIFIES** the following:

~~1.~~ 1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

~~2.~~ 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.~~ 3. The Transaction has been completed to the satisfaction of the Receiver.

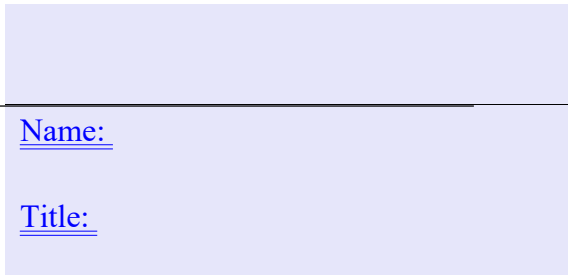
~~4.~~ 4. This Certificate was delivered by the Receiver at \_\_\_\_\_ on \_\_\_\_\_, 2025.



**KSV RESTRUCTURING INC., solely in its capacity as Court-Appointed Receiver of La Pue International Inc. and not in its personal capacity**

Per:

~~Name~~ Name:  
~~e:~~  
~~Title~~ Title:  
÷



**Schedule “C” — Encumbrances to be deleted and expunged from title to Real Property.****Schedule “C” – Encumbrances to be deleted and expunged from title to Real Property.**

No.	Registration No.	Registration Date	Instrument Type	Amount	Encumbrancers
1.	SN644659	2020/10/02	Charge	\$2,000,000	The Sovereign General Insurance Company
2.	SN658896	2021/01/26	Notice	\$1	The Sovereign General Insurance Company
3.	SN703091	2021/12/01	Charge	\$13,800,000	MarshallZehr Group Inc.
4.	SN703094	2021/12/01	Notice of Assignment of Rents – General		MarshallZehr Group Inc.
5.	SN703098	2021/12/01	Postponement		MarshallZehr Group Inc.
6.	SN703255	2021/12/01	Application to Annex Restrictive Covenants S.118		MarshallZehr Group Inc.
7.	SN743390	2022/09/26	Notice of Change of Address		MarshallZehr Group Inc.
8.	SN758055	2023/02/22	Construction Lien	\$3,673,337	HC Matcon Inc.
9.	SN759949	2023/03/15	Construction Lien	\$841,498	Kada Group Inc.

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10.	SN760306	2023/03/17	Construction Lien	\$8,205,941	Buttcon Limited
11.	SN761643	2023/03/31	Construction Lien	\$123,734	Kada Group Inc.
12.	SN764799	2023/05/01	Certificate		HC Matcon Inc.

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13.	SN767364	2023/05/26	Construction Lien	\$23,278	TT Galbraith Electric Ltd
14.	SN769190	2023/06/12	Certificate		Buttcon Limited
15.	SN770167	2023/06/21	Certificate		Kada Group Inc.
16.	SN771564	2023/07/04	Construction Lien	\$43,630	HC Matcon Inc.
17.	SN772841	2023/07/14	Certificate		HC Matcon Inc.
18.	SN787037	2023/11/29	Construction Lien	\$254,023	HC Matcon Inc.
19.	SN788992	2023/12/18	Certificate		HC Matcon Inc.

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**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
4. Any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;
5. Encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
6. The exceptions and qualifications set forth in the *Registry Act* (Ontario) or the *Land Titles Act* (Ontario), or amendments thereto;
7. Any reservation(s) contained in the original grant from Crown;
8. Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.
9. Provincial succession duties and escheats or forfeiture to the Crown;
10. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
11. Any lease to which subsection 70(2) of the *Registry Act* (Ontario) applies; and
12. The following instruments registered on title to the Premises:

No.	Registration No.	Registration Date	Instrument Type	Parties To
<u>1.</u>	SN613492	2019/12/12	Application to Consolidate	
<u>2.</u>	SN629148	2020/05/14	Notice	The Corporation of the City of Niagara Falls
<u>3.</u>	SN642462	2020/09/18	Notice	The Corporation of the City of Niagara Falls
<u>4.</u>	59R16793	2020/10/01	Plan Reference	
<u>5.</u>	SN666113	2021/03/22	Application Bylaw Deeming Plan Not A Plan	The Corporation of the City of Niagara Falls
<u>6.</u>	SN666891	2021/03/26	Notice	The Corporation of the City of Niagara Falls
<u>7.</u>	59R17206	2022/03/11	Plan Reference	
<u>8.</u>	SN716940	2022/03/11	Application Absolute Title	La Pue International Inc.
<u>9.</u>	SN721529	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
<u>10.</u>	SN721530	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
<u>11.</u>	SN721531	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
<u>12.</u>	SN723231	2022/04/26	Notice	The Corporation of the City of Niagara Falls
<u>13.</u>	59R17292	2022/06/13	Plan Reference	
<u>14.</u>	SN754703	2023/01/13	Transfer Easement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
<u>15.</u>	SN754704	2023/01/13	Postponement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
<u>16.</u>	SN754705	2023/01/13	Postponement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
<u>17.</u>	SN754853	2023/01/16	Land Registrar's Order	Land Registrar, Niagara South Land Registry Office
<u>18.</u>	SN763208	2023/04/17	Notice	Anastasia Georgina Loukas and 2779006 Ontario Inc. and La Pue International Inc.

**Schedule “E” – PPSA Registrations to be Released but only in respect of Purchased Assets**

Date of Registration	Secured Party	File Number	Registration Number	Expiry Date
Jun 1, 2022	Newroads Automotive Group Ltd.	783547137	20220601 1259 1210 8587	Jun 1, 2026
Nov. 25, 2021	Marshallzehr Group Inc.	778525902	2021125 1518 1590 6050	Nov. 25, 2026
Nov. 25, 2021	Marshallzehr Group Inc.	778525911	2021125 1519 1590 6051	Nov. 25, 2026
Jan. 26, 2021	The Sovereign General Insurance Company	769461417	20210126 1509 1862 9924	Jan. 26, 2032
Oct. 2, 2020	The Sovereign General Insurance Company	766400931	20201002 1508 1862 2211	Oct. 2, 2031



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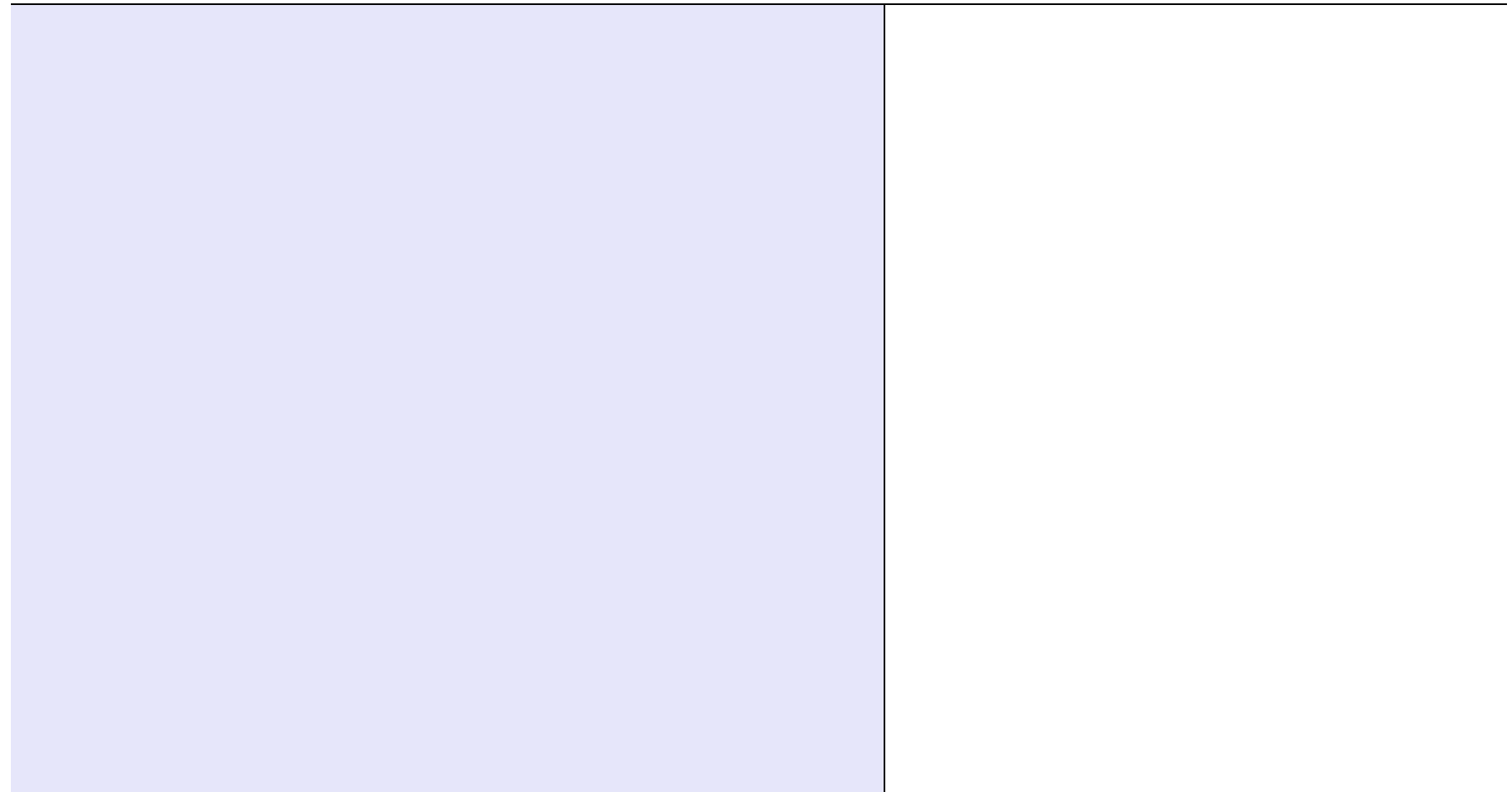
~~(Del)~~  
~~Court File No./N° du dossier du greffe : CV-23-00700695-00CL~~

~~(Del)~~  
~~Electronically issued / Délivré par voie électronique : 07-Jan-2025~~

**MARSHALLZEHR GROUP INC.**  
Applicant

- and -

**LA PUE INTERNATIONAL INC.**  
Respondent  
Court File No. CV-23-00700695-00CL



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

~~APPROVAL AND VESTING~~APPROVAL  
AND VESTING ORDER

**AIRD & BERLIS LLP**

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**Adrienne Ho (LSO# 68439N)**

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*Lawyers for the Receiver, KSV Restructuring  
Inc.*

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<b>Summary report:</b>	
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<b>Intelligent Table Comparison:</b> Active	
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Embedded Excel	0
Format changes	0
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# TAB 5

Court File No. — CV-23-00700695-00CL

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

THE HONOURABLE — MADAM ) ~~WEEKDAY~~ TUESDAY, THE # 7<sup>TH</sup>  
 )  
JUSTICE — JANE DIETRICH ) DAY OF ~~MONTH~~ JANUARY, ~~20YR~~ 2025

~~BETWEEN~~ BETWEEN:  
~~PLAINTIFF~~

MARSHALLZEHR GROUP INC.

Plaintiff Applicant

- and -

LA PUE INTERNATIONAL INC.

~~DEFENDANT~~ Respondent

Defendant

**APPROVAL AND VESTING AMENDED ORDER**

**(Sale Approval)**

~~THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (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 [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.~~

THIS MOTION, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets (the “**Property**”) of La Pue International Inc. (the “**Debtor**”) for an order, among other things:

- (a) validating service of the Receiver’s Notice of Motion and Motion Record;
- (b) approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement dated April 4, 2024, as amended by the First Reinstatement and Amending Agreement dated July 12, 2024, the Second Reinstatement and Amending Agreement dated October 8, 2024 and the Third Reinstatement and Amending Agreement dated November 18, 2024 (collectively, the “**Sale Agreement**”), between the Receiver and Lakeshore Luxe Design & Build Group (“**Lakeshore**”), appended as Confidential Appendices 1, 2 and 3 respectively, to the Receiver’s Fourth Report to the Court dated December 11, 2024 (the “**Fourth Report**”) and to Appendix A to the Supplemental Confidential Brief to the Fourth Report, and the Sale Agreement was further assigned to 1001082540 Ontario Inc. by way of a Notice of Assignment dated December 5, 2024 and vesting in ~~1000835091 Ontario Inc.~~ 1001082540 Ontario Inc. (the “**Purchaser**”), as assignee of ~~Lakeshore~~1000835091 Ontario Inc., the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), including the lands and premises located at the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and legally described in **Schedule “A”** hereto (the “**Real Property**”); and
- (c) sealing the Confidential Appendices to the Fourth Report and the Supplemental Confidential Brief to the Fourth Report (collectively, the “**Confidential Appendices**”) pending the closing of the Transaction or a further order of the Court,  
was heard this day by judicial videoconference via Zoom.

**ON READING** the Motion Record of the Receiver dated December 11, 2024 including the Fourth Report, and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service~~

list, counsel to the Applicant, and such other counsel as were present and on the Counsel Slip, no one else appearing although properly served as appears from the affidavit of [NAME] sworn [DATE] Affidavits of Service of Daisy Jin sworn December 12, 2024 and January 2, 2025 and the Affidavit of Service of Cristian Delfino sworn December 13, 2024, filed<sup>1</sup>:

AND ON READING the Motion Record of the Receiver dated January 23, 2025 and the Affidavit of Service of Daisy Jin dated January 23, 2025, filed:

### SERVICE

1. THIS COURT ORDERS that the time for service and filing 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.

### APPROVAL OF THE TRANSACTION AND VESTING ORDER

2. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the Receiver<sup>3</sup> 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 Purchased Assets to the Purchaser.

3. ~~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~~"B"~~** hereto (the "Receiver's Certificate"), ~~all of the Debtor's right, title and interest in and to~~ the Purchased

~~<sup>1</sup>This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~<sup>2</sup>In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~<sup>3</sup>In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~



Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~<sup>4</sup>, including the Real Property, 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, taxes, including real property taxes, 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"<sup>5</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE] Cavanagh dated October 19, 2023 (the "Receivership Order"); (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 including those registrations listed on Schedule "E" hereto but only in respect of the Purchased Assets; (iii) any Claims filed in respect of or affecting the Purchased Assets, including Claims in respect of the Construction Act (Ontario); and (iv) 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 ~~Purchased Assets~~ Real Property are hereby expunged and discharged as against the ~~Purchased Assets~~ Real Property.

4. ~~3.~~ **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~ [Land Titles Division of {LOCATION}] Niagara (South) (No. 59) of an Application for Vesting Order in the form

<sup>4</sup> ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

<sup>5</sup> ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the ~~subject real property identified in Schedule B hereto (the “Real Property”)~~ in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the ~~Claims~~Encumbrances listed in Schedule ~~“C”~~“C” hereto.

5. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, 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 Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale<sup>8</sup>, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the "Property" as defined in the preamble of this Order and the Purchased Assets vesting in the Purchaser shall not include any current or future funds related to deposits held in trust by any law firm acting on behalf of a the Deposit Insurer, Sovereign General Insurance Company or the Debtor with respect to the purchase of a residential unit located on any of the Real Property, including, without limitation, the deposits held by Sullivan Mahoney LLP in trust related to a residential development known as The Stanley District containing 435 residential dwelling units at Ferry Street in the City of Niagara Falls (the “Deposits”). Further, nothing in this Order shall, or is intended to, entitle or grant the Purchaser any interest in the Deposits.

<sup>6</sup>~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

<sup>7</sup>~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

<sup>8</sup>~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

7. ~~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, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is 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, including personal information of those employees listed on Schedule "●" to the Sale Agreement. 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.~~

8. ~~7.~~ **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 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 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.

9. ~~8.~~ **THIS COURT ORDERS AND DECLARES** ~~that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario);~~ that the Confidential Appendices to the Fourth Report

be and hereby are sealed pending the completion of the Transaction or a further order of the Court.

10. ~~9.~~ **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.

11. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today's date and is enforceable without the need for entry and filing.

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Schedule "A" – Real Property

Municipal Address: 5528 Ferry Street, Niagara Falls, Ontario

PIN: 64349-0258 (LT)

Property Description: Firstly: Lots 46, 51, 52, 61, 62, 63, 64 & 65, Plan 273 & Part Lots 43, 44, 45, 47, 48, 49 & 50, Plan 273, Village of Niagara Falls, Parts 1 & 3 Plan 59R17206; Secondly: Surface Rights Only (as in RO718049), Part Lots 47, 48, 49 & 50 Plan 273, Village of Niagara Falls, Part 2 Plan 59R17206; subject to an Easement over Parts 1 & 2 59R17292 in favour of Part Lots 41 & 42 Plan 273 as in RO441658 as in SN754703; City of Niagara Falls

Schedule A ~~“B”~~ – Form of Receiver’s Certificate

Court File No. ~~\_\_\_\_\_~~ CV-23-00700695-00CL

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

~~BETWEEN~~ BETWEEN:  
~~PLAINTIFF~~

MARSHALLZEHR GROUP INC.

~~Plaintiff~~ Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

~~DEFENDANT~~

~~Defendant~~

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Mr. Justice Cavanagh of the Ontario Superior Court of Justice (the “Court”) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ October 19, 2023, KSV Restructuring Inc. was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of ~~[DEBTOR]~~ La Pue International Inc. (the “Debtor”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~ January 7, 2025 (“Approval and Vesting Order”), the Court approved the ~~agreement of purchase and sale made as of [DATE OF AGREEMENT]~~ (asset purchase agreement (as amended, restated, reinstated or otherwise supplement from time to time, the “Sale Agreement”)) between the Receiver ~~[Debtor] and [NAME OF PURCHASER]~~ (the “and Lakeshore Luxe Design & Build Group (the “Purchaser”)) and provided for the vesting in the Purchaser all of the Debtor’s 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 in ~~section 4.1~~ of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (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~~ Approval and Vesting Order.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to ~~Closing~~ closing as set out in ~~section 4.1~~ 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]~~ on \_\_\_\_\_, 2025.

~~[NAME OF RECEIVER], KSV~~  
RESTRUCTURING INC., solely in its  
capacity as Court-Appointed Receiver of the  
~~undertaking, property and assets of~~  
~~[DEBTOR], La Pue International Inc.~~ and not  
in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:





**Schedule B—Purchased Assets****Schedule “C” – Encumbrances to be deleted and expunged from title to Real Property.**

<u>No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Encumbrancers</u>
<u>1.</u>	<u>SN644659</u>	<u>2020/10/02</u>	<u>Charge</u>	<u>\$2,000,000</u>	<u>The Sovereign General Insurance Company</u>
<u>2.</u>	<u>SN658896</u>	<u>2021/01/26</u>	<u>Notice</u>	<u>\$1</u>	<u>The Sovereign General Insurance Company</u>
<u>3.</u>	<u>SN703091</u>	<u>2021/12/01</u>	<u>Charge</u>	<u>\$13,800,000</u>	<u>MarshallZehr Group Inc.</u>
<u>4.</u>	<u>SN703094</u>	<u>2021/12/01</u>	<u>Notice of Assignment of Rents – General</u>		<u>MarshallZehr Group Inc.</u>
<u>5.</u>	<u>SN703098</u>	<u>2021/12/01</u>	<u>Postponement</u>		<u>MarshallZehr Group Inc.</u>
<u>6.</u>	<u>SN703255</u>	<u>2021/12/01</u>	<u>Application to Annex Restrictive Covenants S.118</u>		<u>MarshallZehr Group Inc.</u>
<u>7.</u>	<u>SN743390</u>	<u>2022/09/26</u>	<u>Notice of Change of Address</u>		<u>MarshallZehr Group Inc.</u>
<u>8.</u>	<u>SN758055</u>	<u>2023/02/22</u>	<u>Construction Lien</u>	<u>\$3,673,337</u>	<u>HC Matcon Inc.</u>
<u>9.</u>	<u>SN759949</u>	<u>2023/03/15</u>	<u>Construction Lien</u>	<u>\$841,498</u>	<u>Kada Group Inc.</u>

<u>10.</u>	<u>SN760306</u>	<u>2023/03/17</u>	<u>Construction Lien</u>	<u>\$8,205,941</u>	<u>Buttcon Limited</u>
<u>11.</u>	<u>SN761643</u>	<u>2023/03/31</u>	<u>Construction Lien</u>	<u>\$123,734</u>	<u>Kada Group Inc.</u>
<u>12.</u>	<u>SN764799</u>	<u>2023/05/01</u>	<u>Certificate</u>		<u>HC Matcon Inc.</u>
<u>13.</u>	<u>SN767364</u>	<u>2023/05/26</u>	<u>Construction Lien</u>	<u>\$23,278</u>	<u>TT Galbraith Electric Ltd</u>
<u>14.</u>	<u>SN769190</u>	<u>2023/06/12</u>	<u>Certificate</u>		<u>Buttcon Limited</u>
<u>15.</u>	<u>SN770167</u>	<u>2023/06/21</u>	<u>Certificate</u>		<u>Kada Group Inc.</u>
<u>16.</u>	<u>SN771564</u>	<u>2023/07/04</u>	<u>Construction Lien</u>	<u>\$43,630</u>	<u>HC Matcon Inc.</u>
<u>17.</u>	<u>SN772841</u>	<u>2023/07/14</u>	<u>Certificate</u>		<u>HC Matcon Inc.</u>
<u>18.</u>	<u>SN787037</u>	<u>2023/11/29</u>	<u>Construction Lien</u>	<u>\$254,023</u>	<u>HC Matcon Inc.</u>
<u>19.</u>	<u>SN788992</u>	<u>2023/12/18</u>	<u>Certificate</u>		<u>HC Matcon Inc.</u>

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

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
4. Any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;
5. Encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
6. The exceptions and qualifications set forth in the *Registry Act* (Ontario) or the *Land Titles Act* (Ontario), or amendments thereto;
7. Any reservation(s) contained in the original grant from Crown;
8. Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.
9. Provincial succession duties and escheats or forfeiture to the Crown;
10. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
11. Any lease to which subsection 70(2) of the *Registry Act* (Ontario) applies; and

12. The following instruments registered on title to the Premises:

<u>No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Instrument Type</u>	<u>Parties To</u>
<u>1.</u>	<u>SN613492</u>	<u>2019/12/12</u>	<u>Application to Consolidate</u>	
<u>2.</u>	<u>SN629148</u>	<u>2020/05/14</u>	<u>Notice</u>	<u>The Corporation of the City of Niagara Falls</u>
<u>3.</u>	<u>SN642462</u>	<u>2020/09/18</u>	<u>Notice</u>	<u>The Corporation of the City of Niagara Falls</u>
<u>4.</u>	<u>59R16793</u>	<u>2020/10/01</u>	<u>Plan Reference</u>	
<u>5.</u>	<u>SN666113</u>	<u>2021/03/22</u>	<u>Application Bylaw Deeming Plan Not A Plan</u>	<u>The Corporation of the City of Niagara Falls</u>
<u>6.</u>	<u>SN666891</u>	<u>2021/03/26</u>	<u>Notice</u>	<u>The Corporation of the City of Niagara Falls</u>
<u>7.</u>	<u>59R17206</u>	<u>2022/03/11</u>	<u>Plan Reference</u>	
<u>8.</u>	<u>SN716940</u>	<u>2022/03/11</u>	<u>Application Absolute Title</u>	<u>La Pue International Inc.</u>
<u>9.</u>	<u>SN721529</u>	<u>2022/04/12</u>	<u>Application (General)</u>	<u>The Corporation of the City of Niagara Falls</u>
<u>10.</u>	<u>SN721530</u>	<u>2022/04/12</u>	<u>Application (General)</u>	<u>The Corporation of the City of Niagara Falls</u>
<u>11.</u>	<u>SN721531</u>	<u>2022/04/12</u>	<u>Application (General)</u>	<u>The Corporation of the City of Niagara Falls</u>
<u>12.</u>	<u>SN723231</u>	<u>2022/04/26</u>	<u>Notice</u>	<u>The Corporation of the City of Niagara Falls</u>
<u>13.</u>	<u>59R17292</u>	<u>2022/06/13</u>	<u>Plan Reference</u>	
<u>14.</u>	<u>SN754703</u>	<u>2023/01/13</u>	<u>Transfer Easement</u>	<u>Anastasia Georgina Loukas and 2779006 Ontario Inc.</u>
<u>15.</u>	<u>SN754704</u>	<u>2023/01/13</u>	<u>Postponement</u>	<u>Anastasia Georgina Loukas and 2779006 Ontario Inc.</u>
<u>16.</u>	<u>SN754705</u>	<u>2023/01/13</u>	<u>Postponement</u>	<u>Anastasia Georgina Loukas and 2779006 Ontario Inc.</u>
<u>17.</u>	<u>SN754853</u>	<u>2023/01/16</u>	<u>Land Registrar's Order</u>	<u>Land Registrar, Niagara South Land Registry Office</u>
<u>18.</u>	<u>SN763208</u>	<u>2023/04/17</u>	<u>Notice</u>	<u>Anastasia Georgina Loukas and 2779006 Ontario Inc. and La Pue International Inc.</u>

**Schedule “E” – PPSA Registrations to be Released but only in respect of Purchased Assets**

<u>Date of Registration</u>	<u>Secured Party</u>	<u>File Number</u>	<u>Registration Number</u>	<u>Expiry Date</u>
<u>Jun 1, 2022</u>	<u>Newroads Automotive Group Ltd.</u>	<u>783547137</u>	<u>20220601 1259 1210 8587</u>	<u>Jun 1, 2026</u>
<u>Nov. 25, 2021</u>	<u>Marshallzehr Group Inc.</u>	<u>778525902</u>	<u>2021125 1518 1590 6050</u>	<u>Nov. 25, 2026</u>
<u>Nov. 25, 2021</u>	<u>Marshallzehr Group Inc.</u>	<u>778525911</u>	<u>2021125 1519 1590 6051</u>	<u>Nov. 25, 2026</u>
<u>Jan. 26, 2021</u>	<u>The Sovereign General Insurance Company</u>	<u>769461417</u>	<u>20210126 1509 1862 9924</u>	<u>Jan. 26, 2032</u>
<u>Oct. 2, 2020</u>	<u>The Sovereign General Insurance Company</u>	<u>766400931</u>	<u>20201002 1508 1862 2211</u>	<u>Oct. 2, 2031</u>

MARSHALLZEHR GROUP INC.

- and -

LA PUE INTERNATIONAL INC.

Applicant

Respondent

Court File No. CV-23-00700695-00CL

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

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP

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Lawyers for the Receiver, KSV Restructuring  
Inc.

63202901.3

<b>Summary report:</b>	
<b>Litera Compare for Word 11.9.1.1 Document comparison done on 2025-01-23 12:45:23 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://cloudimanager.com/CM/63199113/1	
<b>Modified DMS:</b> iw://cloudimanager.com/CM/63202901/3	
<b>Changes:</b>	
<a href="#">Add</a>	144
<del>Delete</del>	116
<del>Move From</del>	0
<a href="#">Move To</a>	0
<a href="#">Table Insert</a>	4
<del>Table Delete</del>	0
<a href="#">Table moves to</a>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>264</b>



# TAB 6

**SERVICE LIST**  
**(as at January 23, 2025)**

Receiver's URL: <https://www.ksvadvisory.com/experience/case/lapue>

<p><b>CHAITONS LLP</b> 5000 Yonge Street, 10<sup>th</sup> Floor Toronto, ON M2N 7E9</p> <p>Maya Poliak (54100A) Tel: 416-218-1161 Email: <a href="mailto:maya@chaitons.com">maya@chaitons.com</a></p> <p>Laura Culleton (LSO No. 82428R) Tel: (416) 218-1128 E-mail: <a href="mailto:laurac@chaitons.com">laurac@chaitons.com</a></p> <p>Lawyers for the Receiver</p>	<p><b>KSV RESTRUCTURING INC.</b> 150 King Street West, Sute 2308 Toronto, ON M5H 1J9</p> <p>Noah Goldstein Email: <a href="mailto:ngoldstein@ksvadvisory.com">ngoldstein@ksvadvisory.com</a></p> <p>Murtaza Tallat Email: <a href="mailto:mtallat@ksvadvisory.com">mtallat@ksvadvisory.com</a></p> <p>Court-Appointed Receiver</p>
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**MARSHALLZEHR GROUP INC.**  
Applicant

- and -

**LA PUE INTERNATIONAL INC.**  
Respondent

Court File No. CV-23-00700695-00CL

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

**Proceedings commenced at Toronto**

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**MOTION RECORD**

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