

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE *M.L.*) WEDNESDAY, THE 27TH DAY
JUSTICE *TAYLOR*) OF JUNE, 2018

BEFORE:

WEIWEI GAO

Applicant

- and -

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

APPLICATION UNDER Section 207 of the *Business Corporations Act*. R.S.O. 1990, c B. 16

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd. in its capacity as the court-appointed liquidator (the "**Liquidator**") of all of the assets, undertakings and properties of WG Domaine Niagara Inc. (the "**Company**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Liquidator and 1074127 Ontario Limited (the "**Purchaser**") made as of June 6, 2018 and appended to the Report of the Liquidator dated June 15, 2018 (the "**Report**"), and vesting in the Purchaser the Company's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 85 Frederick St. Kitchener, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Liquidator, no one appearing for any other person on the service list, although properly served as appears from the affidavit of R. Brendan Bissell sworn June 19, 2018, filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Liquidator is hereby authorized and approved, with such minor amendments as the Liquidator may deem necessary. The Liquidator 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.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Liquidator's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Liquidator's Certificate**"), all of the Company's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Sloan dated March 27, 2018; (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; and (iii) 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 are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Niagara North 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 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 listed in Schedule "C" hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Liquidator'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.

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

6. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Company and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company;

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 Company and shall not be void or voidable by creditors of the Company, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Liquidator 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 Liquidator, as an officer of

[4]

this Court, as may be necessary or desirable to give effect to this Order or to assist the Liquidator and its agents in carrying out the terms of this Order.



Mr. Justice G. Taylor

ENTERED AT KITCHENER
in Book No. 50
As Document No. 1075
JUN 27 2013
by Ingrid Peters

Schedule A – Form of Liquidator’s Certificate

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WEIWEI GAO

Applicant

- and -

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

APPLICATION UNDER Section 207 of the *Business Corporations Act*. R.S.O. 1990, c B. 16

LIQUIDATOR’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Sloan dated March 27, 2018, MNP Ltd. was appointed as the liquidator (the “**Liquidator**”) of all of the assets, undertakings and properties of WG Domaine Niagara Inc. (the “**Company**”), including all proceeds therefrom.
- B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of June 6, 2018 (the “**Sale Agreement**”) between the Liquidator and 1074127 Ontario Limited (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Company’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 Liquidator 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 Liquidator and the Purchaser; and (iii) the Transaction has been

completed to the satisfaction of the Liquidator.

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

THE LIQUIDATOR CERTIFIES the following:

1. The Purchaser has paid and the Liquidator 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 Liquidator and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Liquidator; and
4. This Certificate was delivered by the Liquidator at [TIME] on ► [DATE].

**MNP Ltd., solely in its capacity as court-
appointed Liquidator of the assets,
undertakings and properties of WG
Domaine Niagara Inc., and not in its personal
or corporate capacity and without personal
or corporate liability**

Per: _____

Name:

Title:

I have authority to bind the corporation.

[7]

Schedule B – Purchased Assets

PIN: 46381-0068 (LT)

Description PT TWP LT 60 NIAGARA; PT TWP LT 61 NIAGARA AS IN RO257088 &
RO257087EXCEPT PT 1 30R9236; NIAGARA-ON-THE-LAKE

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

1. The charge registered on November 16, 2015 as Instrument No. NR397931 in favour of Sunnyways Investment Inc.

[9]

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

(unaffected by the Vesting Order)

The lease arrangements with 1340210 Ontario Ltd., as those arrangements may be subsequently documented and/or clarified by the Liquidator or on determination by the Court.

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Applicant

- and -

WG VINEYARD NIAGARA INC. et al
Respondents

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Kitchener

APPROVAL AND VESTING ORDER

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Lawyers for MNP Ltd. in its capacity as the court appointed liquidator of WG Vineyard Niagara Inc. and WG Domain Niagara Inc.