

Court File No. CV-25-00098475-0000
Estate File No. 33-3174726

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE
JUSTICE RYAN BELL**

) WEDNESDAY, THE 29TH
DAY OF JANUARY 2025.

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**IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1995677 ONTARIO INC. (formerly known as DESLAURIER CUSTOM CABINETS
INC.) OF THE CITY OF OTTAWA
IN THE PROVINCE OF ONTARIO**

ASSIGNMENT, APPROVAL AND VESTING ORDER

THIS MOTION, made by 1995677 Ontario Inc. (formerly known as Deslaurier Custom Cabinets Inc.) (the "**Vendor**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended (the "**BIA**") for an order, among other things: (a) approving the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement between the Vendor and Deslaurier Cabinets 2024 Inc. (the "**Purchaser**") dated December 6, 2024 (the "**APA**") as amended, appended to the Affidavit of Jason Chartrand sworn January 17, 2025 (the "**Chartrand Affidavit**"); (b) vesting in the Purchaser all of the Vendor's right, title and interest in and to the assets described in the APA (the "**Purchased Assets**"); and (c) approving the assignment of the contracts listed

at Schedule "C" of this Order (the "**Assigned Contracts**") was heard this day by judicial videoconference via Zoom.

ON READING the Chartrand Affidavit and the First Report of Raymond Chabot Inc. dated January 17, 2025 in its capacity as the proposal trustee of the Vendor (the "**First Report**").

ON HEARING the submissions of counsel for the Vendor, counsel for the Purchaser, counsel for Royal Bank of Canada ("**RBC**") and counsel for BDC Capital Inc. ("**BDCC**"), and any other party that is present, no one else appearing for any other person although duly served as appears from the affidavit of service sworn January 17, 2025, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service 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.
2. **THIS COURT ORDERS** that the capitalized terms used but not otherwise defined herein shall have the meanings given to them in the APA.

SALE APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APA by the Vendor is hereby authorized and approved, with such minor amendments as the Vendor and Purchaser may deem necessary. The Vendor 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.
4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Vendor and Proposal Trustee to proceed with the Transaction and that no shareholder, partner, or other approvals shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Proposal Trustee's Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets described in the APA 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) 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 (ii) those Claims listed on Schedule "B" 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 "C" hereto 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. However, this paragraph, including the vesting contemplated thereby, shall be subject to the following conditions:

- A. With respect to any security interest or Encumbrance held by RBC in respect of any of the Purchased Assets (which is not otherwise provided for as a permitted encumbrance in Schedule "C" hereto), the vesting out, expungement or discharge of any such security interest or Encumbrance shall only be operative as against RBC in the event RBC receives proceeds from sale from the Transaction in the amount of \$1,500,000.00; and
- B. With respect to the assignment of RBC's four PPSA registrations, as set out in Schedules "C" and "D" hereto (the "**RBC Registrations**"), RBC shall be paid from the proceeds of sale from the Transaction, in addition to the foregoing amount of \$1,500,000.00, the amount of \$17,574.90 plus *per diem* interest of \$11.84 from January 15, 2025 until the said payment is made, and in the event such payment is not made, RBC shall retain, and shall be entitled to assert, all of its rights, remedies, title and entitlements in respect of the RBC Registrations and the assets secured thereby and the vesting contemplated by this paragraph shall not apply to the RBC Registrations and the assets secured thereby; and
- C. Nothing contained in this Order shall in any way compromise, vest out, delete, discharge expunge or in any way affect any right, title, entitlement or remedy that RBC may have, hold or benefit from in respect of any guarantee and postponement of claim granted to it by James Maxwell, including that in the

principal amount of \$1,750,000.00 (exclusive of interest and costs, fees and disbursements), dated on or about December 17, 2020, and supported by a letter of independent legal advice dated on or about November 30, 2020 signed by James Maxwell and Gordon Cudney (collectively the “**Guarantee**”). Without limiting the foregoing, the Guarantee shall be expressly excluded from the Transaction, and is specifically saved and exempted from this paragraph and is ordered to remain in place and is not vested out, expunged, discharged or deleted in whole or in part, and the Bank shall retain all of its rights, titles, entitlements and remedies arising from and in respect of the Guarantee notwithstanding the closing of the Transaction, these proceedings, or anything contained in this Order, including this paragraph 5 of the Order.

6. With respect to any security interest or Encumbrance held by BDCC, Business Development Bank of Canada (BDC), and Caisse Desjardins Ontario Credit Union Inc. (Caisse), in respect of the Purchased Assets (which is not otherwise provided as a permitted encumbrance in Schedule “C” hereto), the vesting out, expungement or discharge of any sold security interest or Encumbrance shall only be operative as against
 - A. BDCC and BDC in the event BDCC and BDC receive proceeds of the sale from the Transaction of the total sum of \$2,500,000.00, to be divided between those parties as they have agreed; and
 - B. Caisse in the event Caisse receives proceeds of the sale from the Transaction of approximately \$75,000.00 and no more than \$76,000.00
7. **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 Proposal Trustee'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.
8. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.
9. **THIS COURT ORDERS** that the Proposal Trustee may rely on written notice from the Vendor and the Purchaser or their respective counsel regarding the fulfillment

or waiver of conditions to Closing under the APA and shall incur no liability with respect to delivery of the Proposal Trustee's Certificate.

10. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Vendor and Proposal Trustee, as the case may be, are each authorized and permitted to disclose and transfer to the Purchaser all information regarding the Vendor's Critical Vendors, the Vendor's employees, and the parties to the Assigned Contracts. 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 Vendor.

11. **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 *BIA* in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendor; 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 Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *BIA* 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.

ASSIGNMENT OF ASSIGNED CONTRACTS

12. **THIS COURT ORDERS** that upon delivery of the Proposal Trustee's Certificate:

- (a) all of the rights and obligations of the Debtor under and to the Assigned Contracts shall be assigned, transferred, and conveyed to and assumed by the Purchaser pursuant to Section 84.1 of the *BIA*, and such assignment is valid and binding upon all counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts

relating to the assignment thereof, including any provision requiring the consent of any party to the assignment; and

(b) the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies under the Assigned Contracts, and shall be forever barred and estopped from taking such action by reason of:

- (i) any default arising due as a result of this proceeding;
- (ii) any restriction, condition or prohibition contained therein relating to the assignment thereof or any change of control; or
- (iii) the proposed Transaction or any parts thereof (including the assignment of the Assigned Contracts pursuant to this Order), and are hereby deemed to waive any defaults relating thereto.

GENERAL

13. **THIS COURT ORDERS AND DECLARES** that the Vendor, the Purchaser, the Proposal Trustee, or any stakeholder, including RBC and BDCC, may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

14. **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 Proposal Trustee 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01a.m. Eastern Time on the date of this Order, and this Order is enforceable without the need for entry and filing.



Issuance on January 30, 2025

SCHEDULE "A"

PROPOSAL TRUSTEE'S CERTIFICATE

Court File No.: CV-25-00098475-0000

Estate File No.: 33-3174726

ONTARIO

SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.
B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF 1995677 ONTARIO INC. (formerly known as DESLAURIER CUSTOM
CABINETS INC.) OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO**

RECITALS

A. On January 16, 2025, 1995677 Ontario Inc. (formerly known as Deslaurier Custom Cabinets Inc.) (the "**Vendor**") filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada).

B. Raymond Chabot Inc. was appointed as proposal trustee of the Vendor (in such capacity, the "**Proposal Trustee**").

C. Pursuant to the Assignment, Approval and Vesting Order of the Court dated January 29, 2025 (the "**AVO**"), the Court approved the Asset Purchase Agreement dated December 6, 2024 (the "**APA**") as amended on January 17, 2025, between the

Vendor and Deslaurier Cabinets 2024 Inc. (the “**Purchaser**”), provided for the vesting in the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets (the “**Transaction**”), and assigned the contracts listed at Schedule “D” of the AVO (the “**Assigned Contracts**”), on the terms and conditions set out in the AVO. The AVO ordered, subject to its terms and conditions, that the vesting of the Purchased Assets and assignment of the Assigned Contracts is to be effective upon the Proposal Trustee’s delivery 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 APA have been satisfied or waived by the Vendor and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

D. Pursuant to the AVO, the Proposal Trustee may rely on written notice from the Vendor and the Purchaser regarding the fulfillment of conditions to Closing under the APA.

E. Unless otherwise indicated herein, capitalized terms used herein have the meanings set out in the APA.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid the Purchase Price for the Purchased Assets pursuant to the APA.

2. The Vendor and the Purchaser have each delivered written notice to the Proposal Trustee that the conditions to Closing under the APA have been satisfied and/or waived, as applicable.

3. The Transaction has been completed to the satisfaction of the Proposal Trustee.

4. This Certificate was delivered by the Proposal Trustee at _____ **[TIME]** on _____, 2025.

**RAYMOND CHABOT INC. in its capacity
as Proposal Trustee of 1995677 Ontario
Inc. (formerly known as Deslaurier
Custom Cabinets Inc.) and not in its
personal capacity**

Per:

Name: Stanley Loiselle

Title:

SCHEDULE "B"

ENCUMBRANCES

CREDITOR		PPSA FILE NO.	PPSA REGISTRATION NO.
1.	Caisse Desjardins Ontario Credit Union Inc.	File #: 761654268	Reg.#: 20200429 1404 1462 3165
2.	Business Development Bank of Canada	File #: 751099365	Reg.#: 20190510 1443 1590 6474
3.	Business Development Bank of Canada	File #: 751099392	Reg.#: 20190510 1443 1590 6475
4.	BDC Capital Inc.	File #: 741469734	Reg.#: 20180711 0830 1590 4377
5.	Royal Bank of Canada	File #: 741272562	Reg.#: 20180705 1437 1530 7354

SCHEDULE "C"**PERMITTED ENCUMBRANCES**

	CREDITOR	PPSA FILE NO.	PPSA REGISTRATION NO.
1.	Wells Fargo Equipment Finance Company	File #: 511543827	Reg.#: 20241202 0925 1902 3801
2.	Meridian OneCap Credit Corp.	File #: 506615175	Reg.#: 20240621 1606 1902 3136
3.	Enterprise Fleet Management Canada Inc.	File #: 503963118	Reg.#: 20240402 1014 1462 4745
4.	Ryder Truck Rental Canada Ltd.	File #: 503590833	Reg.#: 20240308 1401 1462 8779
5.	Enterprise Fleet Management Canada Inc.	File #: 503198991	Reg.#: 20240304 1406 1462 2252
6.	Enterprise Fleet Management Canada Inc.	File #: 503199009	Reg.#: 20240304 1406 1462 2253
7.	Vault Credit Corporation	File #: 502906014	Reg.#: 20240222 1118 1901 3457
8.	Enterprise Fleet Management Canada Inc.	File #: 501302835	Reg.#: 20231218 1404 1462 0089
9.	Enterprise Fleet Management Canada Inc.	File #: 798531534	Reg.#: 20231030 1002 1462 1074
10.	DeLage Landen Financial Services Canada Inc.	File #: 791017848	Reg.#: 20230224 1933 1531 8811
11.	Enterprise Fleet Management Canada Inc.	File #: 788039127	Reg.#: 20221031 1423 1462 2563
12.	Enterprise Fleet Management Canada Inc.	File #: 788039136	Reg.#: 20221031 1423 1462 2564
13.	Enterprise Fleet Management Canada Inc.	File #: 788039145	Reg.#: 20221031 1423 1462 2565
14.	RCAP Leasing Inc.	File #: 787283532	Reg.#: 20221004 1014 1532 1638
15.	Enterprise Fleet Management Canada Inc.	File #: 782802009	Reg.#: 20220509 1402 1462 1759
16.	Enterprise Fleet Management Canada Inc.	File #: 782802018	Reg.#: 20220509 1402 1462 1760
17.	Enterprise Fleet Management Canada Inc.	File #: 782559306	Reg.#: 20220502 1403 1462 8745
18.	Ryder Truck Rental Canada Ltd.	File #: 780220782	Reg.#: 20220207 1017 1462 6135
19.	Ryder Truck Rental Canada Ltd.	File #: 779532291	Reg.#: 20220107 1404 1462 5328
20.	Toyota Credit Canada Inc.	File #: 779226075	Reg.#: 20211222 1059 1532 7821

21.	DeLage Landen Financial Services Canada Inc.	File #: 778238046	Reg.#: 20211115 1932 1531 9605
22.	Donnelly Ford Lincoln Ltd.	File #: 774860454	Reg.#: 20210728 1132 7036 7669
23.	Royal Bank of Canada	File #: 774153972	Reg.#: 20210706 1036 1529 6409
24.	Royal Bank of Canada	File #: 773843247	Reg.#: 20210625 1048 1529 2399
25.	Royal Bank of Canada	File #: 773843256	Reg.#: 20210625 1048 1529 2400
26.	Royal Bank of Canada	File #: 773207883	Reg.#: 20210607 1047 1529 6412
27.	Meridian OneCap Credit Corp.	File #: 756597339	Reg.#: 20191017 1044 1901 5695
28.	Hewlett-Packard Financial Services Canada Company / Compagnie de Services Financiers Hewlett-Packard Canada	File #: 750586599	Reg.#: 20190426 1636 8077 0234
29.	CWB National Leasing Inc.	File #: 746948916	Reg.#: 20181218 1630 6005 7248

SCHEDULE "D"

ASSIGNED CONTRACTS

Real property leases:

1. Lease for Renfrew Manufacturing Facility between Deslaurier Custom Cabinets and The Corporation of the Town of Renfrew – 550 Hall Avenue East, Renfrew, Ontario K7V 3Z4
2. Lease for Renfrew Warehouse between Deslaurier Custom Cabinets and Renfrew Industrial Commission – 1 Innovation Drive, Renfrew, Ontario K7V 0B5
3. Lease for Ottawa Service Depot between Deslaurier Custom Cabinets and Nuview Properties Inc. – 135 Iber Road, Stittsville, Ontario K2S 1E7
4. Lease for Ottawa Showroom between Deslaurier Custom Cabinets and 11625357 Canada Inc. – 1050 Baxter Road Unit 7 C&D, Ottawa, Ontario K2C 3P1
5. Lease for Burlington Showroom between Deslaurier Custom Cabinets and Benson Drive holdings Limited – 5035 North Service Road, Unit C-1 Burlington Ontario L7L 5V2

Leases for personal property or equipment:

	CREDITOR	PPSA FILE NO.	PPSA REGISTRATION NO.
1.	Wells Fargo Equipment Finance Company	File #: 511543827	Reg.#: 20241202 0925 1902 3801
2.	Meridian OneCap Credit Corp.	File #: 506615175	Reg.#: 20240621 1606 1902 3136
3.	Enterprise Fleet Management Canada Inc.	File #: 503963118	Reg.#: 20240402 1014 1462 4745
4.	Ryder Truck Rental Canada Ltd.	File #: 503590833	Reg.#: 20240308 1401 1462 8779
5.	Enterprise Fleet Management Canada Inc.	File #: 503198991	Reg.#: 20240304 1406 1462 2252
6.	Enterprise Fleet Management Canada Inc.	File #: 503199009	Reg.#: 20240304 1406 1462 2253
7.	Vault Credit Corporation	File #: 502906014	Reg.#: 20240222 1118 1901 3457
8.	Enterprise Fleet Management Canada Inc.	File #: 501302835	Reg.#: 20231218 1404 1462 0089
9.	Enterprise Fleet Management Canada Inc.	File #: 798531534	Reg.#: 20231030 1002 1462 1074
10.	DeLage Landen Financial Services Canada Inc.	File #: 791017848	Reg.#: 20230224 1933 1531 8811
11.	Enterprise Fleet Management Canada Inc.	File #: 788039127	Reg.#: 20221031 1423 1462 2563

	CREDITOR	PPSA FILE NO.	PPSA REGISTRATION NO.
12.	Enterprise Fleet Management Canada Inc.	File #: 788039136	Reg.#: 20221031 1423 1462 2564
13.	Enterprise Fleet Management Canada Inc.	File #: 788039145	Reg.#: 20221031 1423 1462 2565
14.	RCAP Leasing Inc.	File #: 787283532	Reg.#: 20221004 1014 1532 1638
15.	Enterprise Fleet Management Canada Inc.	File #: 782802009	Reg.#: 20220509 1402 1462 1759
16.	Enterprise Fleet Management Canada Inc.	File #: 782802018	Reg.#: 20220509 1402 1462 1760
17.	Enterprise Fleet Management Canada Inc.	File #: 782559306	Reg.#: 20220502 1403 1462 8745
18.	Ryder Truck Rental Canada Ltd.	File #: 780220782	Reg.#: 20220207 1017 1462 6135
19.	Ryder Truck Rental Canada Ltd.	File #: 779532291	Reg.#: 20220107 1404 1462 5328
20.	Toyota Credit Canada Inc.	File #: 779226075	Reg.#: 20211222 1059 1532 7821
21.	DeLage Landen Financial Services Canada Inc.	File #: 778238046	Reg.#: 20211115 1932 1531 9605
22.	Donnelly Ford Lincoln Ltd.	File #: 774860454	Reg.#: 20210728 1132 7036 7669
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**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED
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IN THE PROVINCE OF ONTARIO**

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**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

Proceedings Commenced at OTTAWA

**ASSIGNMENT, APPROVAL,
AND VESTING ORDER**

MBC LAW PROFESSIONAL CORPORATION
265 Carling Avenue, Suite 500
Ottawa, ON K1S 2E1

J. Alden Christian (LSO #25282Q)
T: 613-564-3005
E: achristian@mbclaw.ca

Lawyers for 1995677 ONTARIO INC. (formerly
known as DESLAURIER CUSTOM CABINETS
INC.)

File No. 19636

Court Office Box. 106



Court File No. CV-25-00098475-0000
Estate File No. 33-3174726

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE
JUSTICE RYAN BELL**

) Wednesday, THE 29th
) DAY OF JANUARY 2025.
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**IN THE MATTER OF THE *BANKRUPTCY AND
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IN THE PROVINCE OF ONTARIO**

SEALING ORDER

THIS MOTION, made by 1995677 Ontario Inc. (formerly known as Deslaurier Custom Cabinets Inc.) (the "**Vendor**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended (the "**BIA**") for an order, among other things: (a) approving the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement between the Vendor and Deslaurier Cabinets 2024 Inc. (the "**Purchaser**") dated December 6, 2024 (the "**APA**") as amended, appended to the Affidavit of Jason Chartrand sworn January 17, 2025 (the "**Chartrand Affidavit**"); (b) vesting in the Purchaser all of the Vendor's right, title and interest in and to the assets described in the APA (the "**Purchased Assets**"); (c) approving the assignment of the contracts listed at Schedule "C" of this Order (the "**Assigned Contracts**"); and (d) sealing of the Confidential Exhibits "H" and "I" to the Chartrand Affidavit (the "**Confidential Exhibits**") was heard this day by judicial videoconference via Zoom.

ON READING the Chartrand Affidavit and the First Report of Raymond Chabot Inc. dated January 17, 2025 in its capacity as the proposal trustee of the Vendor (the "**First Report**").

ON HEARING the submissions of counsel for the Vendor, counsel for Royal Bank of Canada ("**RBC**") and counsel for BDC Capital Inc. ("**BDCC**"), and any other party that is present, no one else appearing for any other person although duly served as appears from the affidavit of service sworn January 17, 2025, filed:

SERVICE AND DEFINITIONS

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

SEALING ORDER

2. **THIS COURT ORDERS**, that the Confidential Exhibits attached as Confidential Exhibits "H" and "I" to the Chartrand Affidavit are hereby sealed pending the completion of the sale transaction contemplated by an Asset Purchase Agreement between the Vendor, and the Purchaser dated January 17, 2025, as amended or further order of the Court.

GENERAL

3. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01a.m. Eastern Time on the date of this Order, and this Order is enforceable without the need for entry and filing.



Issuance on January 30, 2025

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED
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**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

Proceedings Commenced at OTTAWA

SEALING ORDER

MBC LAW PROFESSIONAL CORPORATION
265 Carling Avenue, Suite 500
Ottawa, ON K1S 2E1

J. Alden Christian (LSO #25282Q)
T: 613-564-3005
E: achristian@mbclaw.ca

Lawyers for 1995677 ONTARIO INC. (formerly
known as DESLAURIER CUSTOM CABINETS
INC.)

File No. 19636

Court Office Box. 106