

- 2 -

“**Beneficial Owners**”, and together with the Legal Owner, the “**Debtors**”), but solely in respect of all of each Beneficial Owner’s right, title and interest in and to the Legal Owner’s Property, including the Real Property and all proceeds thereof, whether held directly or indirectly by any Beneficial Owner for themselves or for others, for an order, among other things:

- (i) authorizing the Receiver to pay the Commission of CBRE Limited (the “**Broker**”);
- (ii) authorizing the Receiver to make further distributions to the Applicants;
- (iii) discharging KPMG as Receiver effective upon the filing of the Discharge Certificate (as defined below);
- (iv) approving the activities of the Receiver, as set out in the Receiver’s report to the Court dated May 18, 2023 (the “**Sixth Report**”) and approving the Sixth Report;
- (v) releasing the Receiver and the Receiver’s Counsel (as defined below);
- (vi) sealing Confidential Appendix “A” and Confidential Appendix “B” to the Sixth Report (collectively, the “**414 Confidential Appendices**”); and
- (vii) unsealing the 414 Confidential Appendices and the confidential appendices to the Receiver’s fourth report to the Court dated October 4, 2022 (the “**304 Confidential Appendices**”) upon closing of the Proposed Transaction (as defined in the Sixth Report),

was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Receiver’s Notice of Motion, the Receiver’s Sixth Report and the appendices thereto, and on hearing the submissions of counsel for the Receiver, the Applicants and those other counsel and parties listed on the Participant Information Form, no one else appearing although properly served as evidenced by the affidavit of Nancy Thompson sworn May 26, 2023 (the “**Thompson Affidavit**”):

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Receiver's Notice of Motion and Motion Record as set out in the Thompson Affidavit is hereby abridged, and the method of service validated pursuant to the Order of Mr. Justice Koehnen granted on September 14, 2021, so that this motion is properly returnable today.

PAYMENT OF BROKER COMMISSION & DISTRIBUTIONS

Broker Commission

2. **THIS COURT ORDERS AND DECLARES** that the Receiver is authorized and directed to pay the Commission (as defined in the Sixth Report) to the Broker as and when the Proposed Transaction closes, out of the Net Sale Proceeds (as defined in the Sixth Report), in such amount as is prescribed by the terms of the Broker Listing Agreement (as defined in the Sixth Report).

Interim Distribution

3. **THIS COURT ORDERS** that, following the closing of the Proposed Transaction, the Receiver is hereby authorized and directed to make one or more distributions to the Applicants from the Net Sale Proceeds and any other funds in the possession of the Receiver at the time or times determined by the Receiver, in its sole discretion, on account of principal, interest, fees and expenses owing to the Applicants by the Debtors, subject to the maintenance of a reserve, in an amount satisfactory to the Receiver, in consultation with the Applicants, or in an amount otherwise ordered by the Court, to: (i) fund the fees and disbursements of the Receiver, the Receiver's counsel, Blake, Cassels & Graydon LLP ("**Blakes**") and the Receiver's independent counsel, Norton Rose Fulbright Canada LLP ("**Norton Rose**", together with Blakes, the "**Receiver's Counsel**"); (ii) fund operating costs and expenses incurred in respect of the 414

- 4 -

Victoria Building (as defined in the Sixth Report) for the period of the Receivership Date (as defined in the Sixth Report) to the date upon which the Proposed Transaction closes, and (iii) fund the Victoria Bankruptcy Proceedings (as defined in the Sixth Report).

Final Distribution

4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute, prior to the filing of a Discharge Certificate (as defined below) any and all remaining funds in the possession of the Receiver to the Applicants on account of principal, interest, fees and expenses owing to the Applicants by the Debtors.

TERMINATION OF PROCEEDINGS & RELEASE OF RECEIVER'S CHARGE

5. **THIS COURT ORDERS** that upon the filing of a certificate of the Receiver, certifying that, to the best of the knowledge and belief of the Receiver, all matters to be attended to in connection with the within proceedings (the "**Proceedings**") have been completed to the satisfaction of the Receiver (the "**Discharge Certificate**"), the within Proceedings shall be terminated without any other act or formality or Order of this Court (the "**Receivership Termination Time**").

6. **THIS COURT ORDERS** that the Receiver's Charge (as defined in the Appointment Order of Mr. Justice Koehnen dated August 3, 2021) shall be and is hereby terminated, released and discharged, effective as at the Receivership Termination Time.

APPROVAL OF SIXTH REPORT

7. **THIS COURT ORDERS** that the Sixth Report and the activities of the Receiver described therein, shall be and are hereby approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize such approval in any way.

- 5 -

DISCHARGE OF THE RECEIVER & RELEASES

8. **THIS COURT ORDERS AND DECLARES** that the Receiver shall, at least seven calendar days prior to the proposed Receivership Termination Time, provide notice to the Service List in these Proceedings of the Receiver's intention to file the Discharge Certificate and that upon the filing of the Discharge Certificate, the release and discharge of the Subsequent Released Claims (as defined below) shall be deemed effective unless any objection is received by the Receiver in accordance with paragraph 12 hereof.

9. **THIS COURT ORDERS AND DECLARES** that effective at the Receivership Termination Time, KPMG shall be and hereby is discharged as Receiver and shall have no further duties, obligations or responsibilities as Receiver in connection with these Proceedings.

10. **THIS COURT ORDERS AND DECLARES** that effective as of the date of this Order, in addition to the protections in favour of the Receiver in any Order of this Court in these Proceedings or the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**"), the Receiver, the Receiver's Counsel, and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of or in respect of the within Proceedings or with respect to their respective conduct in the within Proceedings (collectively, the "**Present Released Claims**"), and any such Present Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Present Released Claims shall

- 6 -

not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties.

11. **THIS COURT ORDERS** that effective as of the Receivership Termination Time and subject to paragraph 12 hereof, in addition to the protections in favour of the Receiver in any Order of this Court in these Proceedings or the BIA, the Released Parties are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place following the date of this Order and up to and including the Receivership Termination Time, in any way relating to, arising out of or in respect of the within Proceedings or with respect to their respective conduct in the within Proceedings (collectively, the “**Subsequent Released Claims**”) and any such Subsequent Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Subsequent Released Claims shall not include any claim or liability arising out of any gross negligence or wilful misconduct on the part of the Released Parties.

12. **THIS COURT ORDERS** that in the event that any person objects to the release and discharge of the Subsequent Released Claims pursuant to paragraph 11 hereof, that person must send a written notice of objection and the grounds therefor to the Receiver, such that the objection is received by the Receiver prior to the proposed Receivership Termination Time. If no objection is received by the Receiver prior to the proposed Receivership Termination Time, the release and discharge of the Subsequent Released Claims pursuant to paragraph 11 hereof shall

- 7 -

be automatically deemed effective upon the Receivership Termination Time up to and including the Receivership Termination Time, without further Order of the Court.

13. **THIS COURT ORDERS** that if an objection to the release of the Subsequent Released Claims pursuant to paragraph 11 hereof is received by the Receiver in accordance with paragraph 12 hereof, the release and discharge of any Subsequent Released Claims pursuant to paragraph 11 hereof which are the subject of such objection shall only become effective if the objection is consensually resolved with the person making such objection or upon further Order of the Court. For greater certainty, no objection received in accordance with paragraph 12 hereof shall affect the release and discharge of the Present Released Claims pursuant to paragraph 10 hereof, which shall be effective as of the date of this Order.

14. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any of the Released Parties in any way arising from or related to the within Proceedings, except with prior leave of this Court on at least seven days' prior written notice to the applicable Released Party.

15. **THIS COURT ORDERS** that notwithstanding any provision of this Order and the termination of the within Proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Receiver shall continue to have the benefit of, any of the protections in favour of the Receiver at law or pursuant to the BIA or any Order of this Court in the within Proceedings or otherwise.

SEALING AND UNSEALING OF CONFIDENTIAL APPENDICES

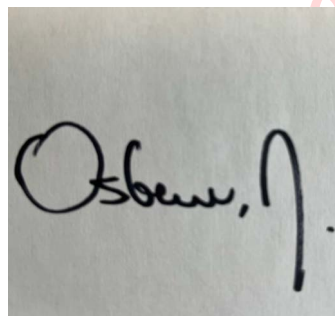
16. **THIS COURT ORDERS** that the 414 Confidential Appendices are hereby sealed and shall not form part of the public record and shall only be unsealed pursuant to paragraph 17 hereof or further Order of this Court.

- 8 -

17. **THIS COURT ORDERS** that, upon closing of the Proposed Transaction, the 304 Confidential Appendices and the 414 Confidential Appendices shall no longer be sealed from the public record.

MISCELLANEOUS

18. **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.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Osborne, J." with a large, stylized initial "J" that loops back.

2023.05.3

0 18:11:06

-04'00'

Schedule A

Individuals
Allan Gross
Errol Yim and Andrea Yim, jointly
Ava Gross
Karen Nakagawa and Calvin Nakagawa, jointly
Carol Jaxon
Carole Kai Onouye
Diane Curtis
Dwight Otani and Theresa Otani, jointly
Edward Bugarin
Ellen Fleishman
Gemie Arakawa
George Tamashiro
Guy Pace and Caroline Berdusco, jointly
Heidi Berger
Henry Ko
Hongwei Su
James Brand
Janis L. Lai Trustee
Jean Morel
Jian Zhang
Johann Strasser
John Dattomo and Daniela Dattomo
Kelly Ann Hiraki and Jonathan Wah Hee Hee, jointly
Randall Y.C. Ho
Robert Atkinson
Roberta Sunahara and Paul Sunahara, jointly
Seymour Kazimirski
Stanley Salcedo

Trusts
Charlyn Shizue Honda Masini Trust, by and through its trustee(s)
Fleishman Family Trust, by and through its trustee(s)
J. Zachery Jones Trust, by and through its trustee(s)
Jane Shigeta Revocable Living Trust, by and through its trustee(s)
Jasen Takei Revocable Living Trust, by and through its trustee(s)
Melvin Shigeta Revocable Living Trust, by and through its trustee(s)
Ruth Hisaye Honda Trust, by and through its trustee(s)
S. Bucky Revocable Living Trust & Bruce E. Bucky Revocable Living Trust, by and through its trustee(s)
Wallace K. Tsuha Trust, by and through its trustee(s)
Corporations / Partnerships
1236068 Ontario Limited
1649750 Ontario Inc.
1818019 Ontario Limited
Citydrill Inc.
Gross Capital Inc.
Dirk and Dale IRA LLC
Gross Medical Opportunities Fund LP
Hybrid Activities Inc.
Mark Craig Gross Holdings Inc.
Randy 88, LLC
Rastogi Medicine Professional Corporation
RMK IRA LLC

Court File No.: CV-21-00665375-00CL

AMERICAN GENERAL LIFE INSURANCE COMPANY, *et al.*
Applicants

- and -

VICTORIA AVENUE NORTH HOLDINGS INC., *et al.*
Respondents

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

**DISCHARGE, DISTRIBUTION AND
ANCILLIARY MATTERS ORDER**

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto, Ontario M5L 1A9

Pamela L.J. Huff, LSO #27344V

Tel: 416-863-2958

Email: pamela.huff@blakes.com

Aryo Shalviri, LSO #63867A

Tel: 416-863-2962

Email: aryo.shalviri@blakes.com

Alexia Parente, LSO #81927G

Tel: 416-863-2417

Email: alexia.parente@blakes.com

Lawyers for the Receiver