

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE  
JUSTICE MITCHELL

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)  
)

Monday The 18th  
~~FRIDAY, THE 15<sup>TH</sup>~~  
DAY OF JANUARY, 2021



W E E N:

FMMC PRIVATE YIELD FUND LIMITED PARTNERSHIP I

Applicant

- and -

ADVANTAGEWON CAPITAL CORP.

Respondent

**APPROVAL AND VESTING ORDER**

THIS APPLICATION, made by the Applicant and supported by Link & Associates Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Advantagewon Capital Corp. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an asset purchase agreement (the "Agreement") between the Debtor and Dorsia Capital (London) Inc. (the "Purchaser") dated December 23, 2020 and appended to the Pre-Receivership Report of the Receiver as a Confidential Supplemental Report of the Receiver dated December 24, 2020 (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Agreement (the "Purchased Assets"), was heard this day at 80 Dundas Street, London, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, the Applicant, the Respondent, the Purchaser and counsel for Fountain Asset Corp., no one appearing for any other person on the service list, although properly served as appears from the

affidavits of Kateryna Ivashyna sworn December 31, 2020, the affidavit of Ingrid King, sworn December 28, 2020, the affidavits of William McCabe Freedman, sworn January 4, 2021, the affidavit of Rosanna Cavaliere, sworn January 6, 2021, filed:

1. THIS COURT ORDERS that the time for service of the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the 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 A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Agreement 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 Receivership Order of this Court dated January 15, 2021; (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 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) 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.

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 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.

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. 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.

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.

8. THIS COURT ORDERS THAT the Confidential Supplemental Report to the Report of the Receiver and its Confidential Appendices filed herein and the exhibits therein, including the Agreement, referred to in the Report of the Receiver, shall be placed separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and the sealed envelope shall not be opened until no earlier than forty-five (45) days after successful closing as evidenced by the filing of the Receiver's Certificate as referred to above or further order of this Honourable Court.

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.

A handwritten signature in cursive script, reading "Alison Mitchell", is written over a horizontal line.

**Schedule A – Form of Receiver's Certificate**

Court File No. 2003/20

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**FMMC PRIVATE YIELD FUND LIMITED PARTNERSHIP I**

Applicant

- and -

**ADVANTAGEWON CAPITAL CORP.**

Respondent

**RECEIVER'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Madam Justice Mitchell of the Ontario Superior Court of Justice (the "Court") dated January 15, 2021, Link & Associates Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Advantagewon Capital Corp. (the "Debtor").

B. Pursuant to an Order of the Court dated January 15, 2021, the Court approved the agreement of purchase and sale made as of December 23, 2020 (the "Agreement") between the Debtor and Dorsia Capital (London) Inc. (the "Purchaser") and provided for the vesting in the Purchaser 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 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) 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 Agreement.

THE RECEIVER AND THE PURCHASER EACH CERTIFY 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 Agreement;
2. The conditions to Closing as set out in section 6 of the 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.

This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**LINK & ASSOCIATES INC., solely in its capacity as Court appointed Receiver of the undertaking, property and assets of Advantagewon Capital Corp., and not in its personal capacity**

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

This Certificate was delivered by the Purchaser at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**DORSIA CAPITAL (LONDON) INC.**

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



## Schedule B – Claims to be deleted and expunged

Currency Date: January 12, 2021

### **ADVANTAGEWON CAPITAL CORP. (formerly known as 2400918 Ontario Inc.)**

#### **Searches conducted against:**

Advantagewon Capital Corp.  
2400918 Ontario Inc.

**1. 20131220 1254 1590 3611 (5 years)**  
(File No. 692741502)

Debtor: 2400918 Ontario Inc.  
188 Talbot Street West, Aylmer ON N5H 1K1

Secured: GC Global Capital Corp.  
273 Tweed Street, Cobourg ON K9A 2R8

Collateral: Inventory, Equipment, Accounts, Other, Motor Vehicle

Amendment: 20170531 1526 1590 4957

Reason: The secured party GC-Global Capital Corp. has changed its name to Fountain Asset Corp. and accordingly the secured party name and address on lines 08 and 09 of registration number 20131220 1254 1590 3611 are being replaced with the name and address of Fountain Asset Corp.

**Secured: Fountain Asset Corp.**  
25 Adelaide Street East, Suite 1300, Toronto ON M5C 3A1

Subordination: 20170630 1533 1590 7339

Reason: Subordination by Fountain Asset Corp. (formerly GC-Global Capital Corp.) of its security and personal property security act file no. 692741502 to security and person property security act file no. 729144513 of FMMC Private Yield Fund Limited Partnership I, pursuant to a subordination and postponement agreement between fountain asset corp. and FMMC Private Yield Fund Limited Partnership I, dated June 30, 2017.

Amendment: 20181030 0949 1590 1876

Reason: To reflect the secured party's change of name and change of address.

Secured: Fountain Asset Corp.  
99 Scollard Street, Toronto ON M5R 1G4

Renewal: 20181030 1046 1590 1891 (5 years)

Amendment: 20190820 0957 1862 6150

Reason: The debtor has changed its name from 2400918 Ontario Inc. to Advantagewon Capital Corp.

Debtor: Advantagewon Capital Corp.  
188 Talbot Street West, Aylmer ON N5H 1K1

Amendment: 20190820 1535 1862 6262



Reason: To change the registered address of the secured party.  
Secured: Fountain Asset Corp.  
99 Scollard Street, Toronto ON M5R 1G4

**2. 20170510 1359 1862 4278 (5 years)**  
(File No. 727503012)

Debtor: 2400918 Ontario Inc.  
188 Talbot Street West, Aymer ON N5H 1K1

**Secured: Beacon Holdings Limited**  
The Phoenix Centre, George Street, St. Michael, Barbados  
c/o Aileron Capital Inc., 1455 Lakeshore Road, Suite 205 South, Burlington ON L7S 2J1

Collateral: Accounts, Other

Description: Absolute sale, transfer and assignment of all receivables (as such term is defined and used in the series LW1 receivables purchase agreement among the debtor, as seller and the secured party, as purchaser (as it may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "receivables purchase agreement")), any security therefor and certain other related assets sold by the debtor to the secured party pursuant to the terms of the receivables purchase agreement.

**3. 20170627 1023 1590 6918 (10 years)**  
(File No. 729144513)

Debtor: 2400918 Ontario Inc.  
376 Richmond Street, 3<sup>rd</sup> Floor, London ON N6A 3C7

Debtor: Advantagewon  
376 Richmond Street, 3<sup>rd</sup> Floor, London ON N6A 3C7

**Secured: FMMC Private Yield Fund Limited Partnership I**  
34 King Street East, Suite 400, Toronto ON M5C 2X8

Collateral: Inventory, Equipment, Accounts, Other, Motor Vehicle

Amendment: 20200911 1603 1590 1440

Reason: The name of the debtor has changed.

Debtor: Advantagewon Capital Corp.

Amendment: 20201105 1044 1590 5847

Reason: The address of the secured party has changed.

Secured: FMMC Private Yield Partnership I  
116 Eastbourne Avenue, Toronto ON M5P 2G3

Amendment: 20201207 1420 1590 8534

Reason: To correct the name of the secured party.

Secured: FMMC Private Yield Fund Limited Partnership I  
116 Eastbourne Avenue, Toronto ON M5P 2E3

**4. 20181015 1515 6083 6567 (5 years)**  
(File No. 744805773)

Debtor: 2400918 Ontario Inc.  
376 Richmond Street, London ON N6A 3C7

**Secured: ACEF Trust**  
81 York Road, Toronto ON M2L 1H9

Collateral: Inventory, Equipment, Accounts

Amount: 500000  
Maturity: 11Oct2020  
Description: All accounts representing present and future debts, demands and amounts due to the debtor including all book debts, accounts receivable, and all contracts, security interests and benefits in respect thereof, all present and future agreements made between the debtor as secured party and others which evidence both a monetary obligation or a security interest in specific goods or equipment and all books, accounts, invoices, letters, papers, documents and other records in any form or medium evidencing or relating to collateral subject to the security interest.

**5. 20190325 1527 6083 0556 (5 years)**  
(File No. 744805773)

Debtor: 2400918 Ontario Inc.  
376 Richmond Street, London ON N6A 3C7

**Secured: ACEF Trust**  
81 York Road, Toronto ON M2L 1H9

Collateral: Inventory, Equipment, Accounts

Amount: 500000

Maturity: 11Oct2020

Description: All accounts representing present and future debts, demands and amounts due to the debtor including all book debts, accounts receivable, and all contracts, security interests and benefits in respect thereof, all present and future agreements made between the debtor as secured party and others which evidence both a monetary obligation or a security interest in specific goods or equipment and all books, accounts, invoices, letters, papers, documents and other records in any form or medium evidencing or relating to collateral subject to the security interest.

**Schedule C – Permitted Encumbrances**  
**(unaffected by the Vesting Order)**

- NIL -

FMMC PRIVATE YIELD FUND LIMITED PARTNERSHIP I  
Applicant

-and- ADVANTAGEWON CAPITAL CORP.  
Respondent

Court File No. 2003/20

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT LONDON

**APPROVAL AND VESTING ORDER**

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