

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

THE HONOURABLE) TUESDAY, THE 5TH DAY
)
JUSTICE *Patillo*) OF NOVEMBER, 2014

QUALITY MEAT PACKERS HOLDINGS LIMITED

Applicant

- and -

**QUALITY MEAT PACKERS LIMITED AND
TORONTO ABATTOIRS LIMITED**

Respondents

**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**

**ORDER
(Intellectual Property)**

THIS MOTION, made by A. Farber & Partners Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”) of all of the undertaking, property and assets of Quality Meat Packers Limited (“**QMP**”) and Toronto Abattoirs Limited (“**TAL**”) (collectively, the “**Debtors**”), for an Order, *inter alia*, approving the sale of the intellectual property of the Debtors to Quality Meat Packers Holdings Limited (“**QMPHL**”) on the basis as described on paragraphs 35, 36 and 37 of the Third Report of the Receiver dated October 23, 2014 (the “Third Report”) (such sale being the “Transaction”), and upon completion of the Transaction, vesting title in the

Purchased Assets as defined in the Agreement of Purchase and Sale in and to the Purchaser, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report and on hearing the submissions of counsel for the Receiver, counsel for QMPHL and those other parties as appearing on the Counsel slip, no one appearing for any other person on the service list, although property served as appears from the Affidavit of Mona Markussen sworn October 27, 2014.

1. **THIS COURT ORDERS** that the Transaction be and is hereby approved and that the Transaction is in the best interests of the Debtors and their stakeholders. The execution of the Agreement of Purchase and Sale in respect of the Intellectual Property of the Debtors 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 documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of any of the Purchased Assets sold to the Purchaser in accordance with the Agreement of Purchase and Sale.

2. **THE COURT ORDERS** that upon the Purchaser completing the Transaction in accordance with the terms of the Agreement of Purchase and Sale and the Receiver delivering a bill of sale to the Purchaser, all of the Debtors' right, title and interest in and to the Purchased Assets described in the Agreement of Purchase and Sale shall vest absolutely in such 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:

- (a) any encumbrances or charges created by the Order of The Honourable Mr. Justice D.M. Brown dated May 6, 2014;
- (b) all charges, security interests and claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system.

3. THIS COURT ORDERS that the Receiver be and the same is hereby authorized to accept payment of the Purchase Price due pursuant to the Agreement of Purchase and Sale, exclusive of taxes, by way of a credit against the indebtedness owing by the Debtors to QMPHL.

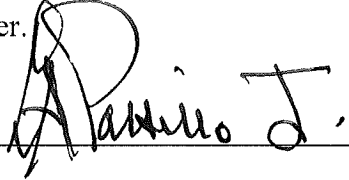
4. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings; and
- (a) any bankruptcies pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) in respect of the Debtors and any order issued pursuant to any such bankruptcies,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding upon the trustees in bankruptcy that have been appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute or be deemed to be a settlement, 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 law, nor shall it constitute oppressive, unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

5. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

6. **THIS COURT REQUESTS** that the aid in recognition of any court, tribunal or regulatory or administrative body having jurisdiction in Canada, or in the United States, or elsewhere, to give effect to this Order to assist the Receiver or its agents in carrying out the terms of this Order. Such courts, tribunals or regulatory or administrative bodies are hereby respectfully requested to make such orders and provide such assistance to the Receiver, as an Officer of this Court, which may be necessary or desirable to give effect to this Order or to assist the Receiver or its agent in carrying out the terms of this Order.



QUALITY MEAT PACKERS HOLDINGS LIMITED

and

QUALITY MEAT PACKERS LIMITED et al.

Applicant

Respondents

Court File No.: CV-14-10537-00CL

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

Proceedings commenced at Toronto

**ORDER
(Intellectual Property)**

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