

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE ) FRIDAY, THE 31<sup>ST</sup>  
 )  
JUSTICE HAINEY ) DAY OF JULY, 2015  
 )



**IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF C INTERNATIONAL INC., C  
INTERNATIONAL INCOME FUND, CII TRUST AND THE  
COMPANIES LISTED IN SCHEDULE "A"**

Applicants

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by C International Inc., formerly Cinram International Inc. ("CII"), C International Income Fund, formerly Cinram International Income Fund, CII Trust and the companies listed in Schedule "A" hereto (collectively, the "Applicants") for an order approving the sale transaction (the "Transaction") contemplated by the Lease and Option to Purchase Agreement between IHC Corporation ("IHC") and Accuserve Equipment and Supply, L.L.C. ("Accuserve") dated at or around April 16, 2015, as amended by the First Amendment to the Lease and Option to Purchase Agreement dated at or around June 11, 2015, and the Notice of Exercise of Option to Purchase dated July 14, 2015 (collectively, the "Sale Agreement") appended to the Seventeenth Report of FTI Consulting Canada Inc., in its capacity as the Court-appointed monitor of the Applicants (the "Monitor") dated July 20, 2015 (the "Monitor's Seventeenth Report"), and vesting in Accuprop, L.L.C., to whom Accuserve assigned its rights to purchase the Property (as defined below) under the Sale Agreement (the "Purchaser"), IHC's

right, title and interest in and to the real property municipally known as 4325 Shepherdsville Rd., Louisville, Kentucky, 40218 and as more fully described under the Sale Agreement as the “Leased Premises” (the “**Property**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Monitor’s Seventeenth Report and on hearing the submissions of counsel for the Applicants, the Monitor, the Pre-Petition First Lien Agent and the Pre-Petition Second Lien Agent (each as defined in the Initial Order dated June 25, 2012), no one appearing and making submissions for any other person served with the Motion Record, although properly served as appears from the affidavit of Caroline Descours sworn July 21, 2015, filed:

1. THIS COURT ORDERS that the service of the Notice of Motion and the Motion Record is hereby validated so that this Motion 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 Sale Agreement by IHC is hereby authorized and approved, with such minor amendments as IHC may deem necessary. IHC 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 Property to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of the Monitor’s certificate to the Purchaser substantially in the form attached as Schedule “B” hereto (the “**Monitor’s Certificate**”), all of IHC’s right, title and interest in and to the Property 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 Morawetz dated June 25, 2012; and (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 (all of which are collectively referred to as the “**Encumbrances**”, which Claims and Encumbrances shall not include the Permitted Exceptions

(as defined in the Sale Agreement) or the mortgages or other encumbrances given or created by Accuserve creating or constituting liens on the Property pursuant to the Sale Agreement (collectively, the “**Permitted Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.

4. THIS COURT ORDERS that with respect to IHC, which is a U.S. Applicant (as defined in the affidavit of John Bell sworn June 23, 2012), this Order is subject to the issuance of an order by the United States Bankruptcy Court for the District of Delaware authorizing the sale and transfer of the Property that is located within the territorial jurisdiction of the United States, free and clear of and from any Claims and Encumbrances, which Claims and Encumbrances shall not include the Permitted Encumbrances.

5. THIS COURT ORDERS that the net proceeds from the sale of the Property (the “**Net Proceeds**”) shall be paid to the Monitor and shall stand in the place and stead of the Property, and that from and after the delivery of the Monitor’s Certificate all Claims and Encumbrances (excluding the Permitted Encumbrances) relating to the Property shall attach to the Net Proceeds with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. The Net Proceeds shall be distributed by the Monitor in accordance with paragraph 12 of the Administrative Reserve /Distribution /Transition Order of Justice Morawetz dated October 19, 2012 in these proceedings.

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 Applicants or C International Limited Partnership (together with the Applicants, the “**CCAA Parties**”) and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the CCAA Parties;

the vesting of the Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the CCAA Parties and shall not be void or voidable by creditors of the CCAA Parties, nor shall it constitute nor 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 legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

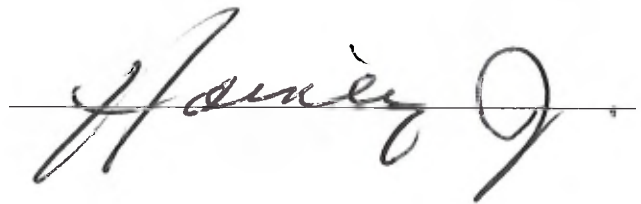
7. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

8. THIS COURT ORDERS that the Monitor may rely on written notice from IHC and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement and shall incur no liability with respect to delivery of the Monitor's Certificate.

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

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or in any other foreign jurisdiction to give effect to this Order and to assist the CCAA Parties and their 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 CCAA Parties as may be necessary or desirable to give effect to this Order or to assist the CCAA Parties and their agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:



JUL 31 2015

## **SCHEDULE "A"**

### **Additional Applicants**

C International General Partner Inc., formerly Cinram International General Partner Inc.

CRW International ULC, formerly Cinram International ULC

1362806 Ontario Limited

CUSH Inc., formerly Cinram (U.S.) Holding's Inc.

CIHV Inc., formerly Cinram, Inc.

IHC Corporation

CMFG LLC, formerly Cinram Manufacturing LLC

CDIST LLC, formerly Cinram Distribution LLC

Cinram Wireless LLC

CRSMI LLC, formerly Cinram Retail Services, LLC

One K Studios, LLC

SCHEDULE "B" – Form of Monitor's Certificate

Court File No. CV12-9767-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
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MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Morawetz of the Ontario Superior Court of Justice (the "**Court**") dated June 25, 2012, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the Applicants and C International Limited Partnership, formerly Cinram International Limited Partnership (together with the Applicants, the "**CCAA Parties**").

B. Pursuant to an Order of the Court dated July 31, 2015 (the "**Approval and Vesting Order**"), the Court approved the Sale Agreement (as defined in the Approval and Vesting Order) between the IHC Corporation ("**IHC**") and Accuserve Equipment and Supply, L.L.C. ("**Accuserve**") and provided for the vesting in Accuprop, L.L.C., to whom Accuserve assigned its rights to purchase the Property under the Sale Agreement (the "**Purchaser**") of IHC's right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Property; and (ii) that the conditions to

Closing as set out in Section 12 of the Sale Agreement have been satisfied or waived by IHC and the Purchaser.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement or the Approval and Vesting Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Purchase Price for the Property payable on the Closing Date pursuant to the Sale Agreement;
2. The Monitor has received written confirmation from the Purchaser and IHC that the conditions to Closing as set out in Section 12 of the Sale Agreement have been satisfied or waived by IHC and the Purchaser; and
3. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI Consulting Canada Inc., solely in its capacity as Monitor of the CCAA Parties, and not in its personal or corporate capacity**

Per: \_\_\_\_\_

Name:

Title:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT* ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV12-9767-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF C INTERNATIONAL INC., C INTERNATIONAL INCOME FUND, CII TRUST AND THE COMPANIES LISTED IN SCHEDULE "A"

Applicants

**ONTARIO  
SUPERIOR COURT OF JUSTICE-  
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Proceeding commenced at Toronto

**ORDER**

**GOODMANS LLP**

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