

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

B4R PROPERTIES GROUP - SSM INC., 15465737 CANADA INC. and ALEXANDRE
MONGEON-LAMBERT

Respondents

**APPLICATION UNDER SECTION 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***

**MOTION RECORD
(Returnable June 12, 2025 at 10:00 a.m.)**

June 3, 2025

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

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Lawyers for the Receiver, BDO
Canada Limited

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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I N D E X

TAB	DOCUMENT
1.	Notice of Motion
2.	First Report to the Court Submitted by BDO Canda Limited in its Capacity as a Receiver of B4R Properties Group – SSM Inc. and 15465737 Canada Inc. dated June 3, 2025
A.	Exhibit “A” – Appointment Order dated March 27, 2025
B.	Exhibit “B” – List of Real Properties
C.	Exhibit “C” – Email to A Mongeon-Lambert
D.	Exhibit “D” – Letter to Atalla Group
E.	Exhibit “E” – Email Chain with Atalla Group
3.	Draft Order

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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- and -

B4R PROPERTIES GROUP - SSM INC., 15465737 CANADA INC. and ALEXANDRE
MONGEON-LAMBERT

Respondents

**APPLICATION UNDER SECTION 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***

NOTICE OF MOTION

BDO Canada Limited (“**BDO**”), in its capacity as the court-appointed receiver and manager (in such capacities, the “**Receiver**”), without security, of all the assets, undertakings, and properties of B4R Properties Group - SSM INC. (“**B4R**”) and 15465737 Canada Inc. (“**154**”) (collectively the “**Debtors**”), acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof, will make a motion to a judge presiding over the Ontario Superior Court of Justice on June 12, 2025, at 10:00 a.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1(1) because it is (*insert one of on consent, unopposed or made without notice*);
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;

[] By telephone conference;

[X] By video conference.

at the following Zoom details:

- To Be Provided.

THE MOTION IS FOR:

1. An Order, if necessary, abridging the time for service and validating service of this Notice of Motion and Motion Record in the manner effected by the Receiver or an Order dispensing with service thereof;
2. An Order, substantially in the form attached hereto as Tab 3 of the Motion Record, for the following relief:
 - (a) approving the First Report of the Receiver dated June 3, 2025 (the “First Report”), and the actions, activities, and conduct of the Receiver described therein;
 - (b) sealing the confidential appendix to the First Report (the “Confidential Appendix”), pending further order of this Honourable Court;
 - (c) approving the Listing Agreement (as defined herein) and authorizing the execution of the Listing Agreement by the Receiver;
 - (d) compelling the Debtors’ director, Alexandre Mongeon-Lambert (“Lambert”), and Atalla Group Inc. (“**Atalla**”) to comply with the Appointment Order (as defined herein) and to provide satisfactory responses to the Receiver’s information requests in respect of the Debtors; and

3. Costs with respect to the Debtors' failure to discharge their obligations pursuant to paragraph 2(d) above ; and
4. Such further and other relief as required in the circumstances and this Honorable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

The Appointment Order

5. Pursuant to the Order of the Honourable Justice Spurgeon dated March 27, 2025 (the "**Appointment Order**"), the Receiver was appointed receiver and manager, without security, of all the assets, undertakings, and properties of the Debtors, including the Real Properties (as defined below).
6. Caisse Desjardins Ontario Credit Union Inc. ("**Desjardins**") brought the application for the Appointment Order. The Debtors were indebted to Desjardins in the aggregate amount of \$3,417,933.00 as of January 31, 2025, not including professional fees (together with accruing interest and costs, the "**Indebtedness**").
7. The Indebtedness is secured by, *inter alia*, collateral mortgages registered on thirteen (13) real properties with municipal addresses in Sault Ste Marie and Sudbury, Ontario (collectively, the "**Real Properties**"). Atalla was the property manager of the Real Properties.

The Receiver's Requests for Information

Re: Lambert

8. Upon the Appointment Order taking effect on March 27, 2025, the Receiver contacted

Lambert, including through a virtual meeting with him on April 1, 2025, to discuss the implications of the Appointment Order and to gather information about the Debtors and their operations.

9. Following the virtual meeting on April 1, 2025, the Receiver emailed Lambert on the same date requesting a list of information including financial statements, rent rolls, property tax arrears, tenant leases, and bank statements.
10. Lambert provided the Receiver with the requested rent roll, copies of leases, bank statements, property tax statements and corporate tax returns, and has advised the Receiver that Atalla attended to the collection of rents from tenants and administered the Debtors' funds in that regard.

Re: Atalla

11. Following the Appointment Order taking effect on March 27, 2025, the Receiver sent a letter to Atalla on April 10th, 2025 (the "**Atalla Letter**") requesting, *inter alia*, an accounting of funds being held in respect of the Debtors and payment of any residual fund balances to the Receiver.
12. The Receiver has not received substantive information in response to its requests, despite Atalla being generally responsive, and as such involved its legal counsel to compel the provision of the requested information from Atalla.
13. Atalla then provided the Receiver tenant account statements on May 19th, 2025, and the Receiver noted that Atalla appeared to have collected \$5,336.10 in rents and deposits after the Receiver's appointment.

14. Marco Atalla advised the Receiver that he would transfer the funds to the Receiver's counsel on May 22nd, 2025, but these funds have not been received by the Receiver's counsel by the time of the preparation of the First Report.
15. The Receiver requests the assistance of the Court to compel Atalla to provide the requested financial accounting and funds to the Receiver in accordance with the Appointment Order.

The Proposed Sale Process and Listing Agreements

16. Pursuant to the terms of the Appointment Order, the Receiver is empowered and authorized to market the Real Properties, including advertising and soliciting offers and negotiating such terms and conditions of sale as the Receiver, in its discretion, determines to be appropriate.
17. The Receiver received listing proposals to sell the Real Properties from three (3) realtors – CBRE Limited, Royal LePage Burloak Real Estate Services and Remax Sault Ste. Marie Realty Inc. (“**Remax**”) – who have experience in selling properties similar in nature to the Real Properties and within the Sault Ste. Marie and Sudbury markets where the Real Properties are located.
18. The Receiver proposes to engage Remax as the Listing Broker to list the Real Properties for sale on an “as is, where is” basis, because of, among other things, its commission structure, market presence, and quality of the overall proposal.
19. The Receiver requests that this Honourable Court authorize and approve the Receiver's engagement of Remax as the Listing Broker (the “**Listing Agreement**”).
20. The Receiver further requests that this Honourable Court authorize and approve the “Sale

Process” as defined and described in greater detail in the First Report, providing for the steps that the Receiver intends to take in furtherance of its efforts to sell the Real Properties, for the following reasons:

- (a) it is the Receiver’s view that the Sale Process is transparent, reasonable, and fair;
- (b) the Receiver believes that the Sale Process will appropriately expose the Real Properties to the marketplace; and
- (c) the Receiver believes that the Sale Process represents the best opportunity to identify sale transactions in respect of the Real Properties with a view to maximizing value for the benefit of stakeholders.

Approval of Activities and Fees

- 21. In the First Report, the Receiver has included a detailed description of its activities.
- 22. The Receiver’s activities as set out in the First Report are fair and reasonable and ought to be approved.

Sealing of the Confidential Appendix

- 23. The Receiver is requesting that the Court seal the Confidential Appendix.
- 24. The Confidential Appendix should be sealed because its contents contain commercially sensitive information related to the Real Properties which could have a negative impact on the market for the said properties (prior to the completion of any transactions for the said properties), could negatively impact the integrity of the Sale Process, and could be

prejudicial to the receivership estate.

25. The salutary effects of sealing the Confidential Appendix outweighs any deleterious effects.

Other Grounds

26. As contained in the First Report.
27. Rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.
28. Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) The First Report; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

DATE: June 3, 2025

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Lawyers for the Receiver, BDO Canada
Limited

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

B4R PROPERTIES GROUP - SSM INC. et al.

Respondents

Court File No.: CV-25-00089290-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

NOTICE OF MOTION

SPETTER ZEITZ KLAIMAN PC

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BDO Canada Limited

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

**B4R PROPERTIES GROUP – SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO 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**

**FIRST REPORT TO THE COURT
SUBMITTED BY BDO CANADA LIMITED
IN ITS CAPACITY AS RECEIVER OF
B4R PROPERTIES GROUP – SSM INC. AND 15465737 CANADA INC.**

June 3, 2025

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Appendix B	-	List of Real Properties
Appendix C	-	Email to A Mongeon-Lambert
Appendix D	-	Letter to Atalla Group
Appendix E	-	Email Chain with Atalla Group

CONFIDENTIAL APPENDICES

Confidential Appendix 1	-	Summary of Listing Proposals
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INTRODUCTION

1. Pursuant to an order of the Honourable Justice Spurgeon of the Ontario Superior Court of Justice (the “**Court**”) dated March 27th, 2025 (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as the receiver (the “**Receiver**”), without security, of all the Property (as defined in the Appointment Order) of B4R Properties Group – SSM Inc. (“**B4R**”) and 15465737 Canada Inc. (“**154co**” and together with B4R the “**Companies**”). A copy of the Appointment Order is attached and marked hereto as **Appendix “A”**.
2. The application for the appointment of a Receiver was brought by Caisse Desjardins Ontario Credit Union Inc. (“**Desjardins**”) to whom the Companies are indebted in the aggregate amount of \$3,417,933 as of January 31st, 2025, not including professional fees (together with accruing interest and costs, the “**Desjardins Indebtedness**”). The Desjardins Indebtedness remained outstanding at the time of writing this report.
3. The Desjardins Indebtedness is secured by, *inter alia*, collateral mortgages registered against thirteen (13) real properties with municipal addresses in Sault Ste Marie and Sudbury, Ontario (collectively the “**Real Properties**”). The securities also include assignments of rent for each of the Real Properties. A schedule of the Real Properties is attached and marked hereto as **Appendix “B”**.

Business and Operations of the Companies

4. The sole director and officer of the Companies is Alexandre Mongeon-Lambert.
5. The Companies are related businesses with the same registered head office, which is located at 1 Hunter Street East, Hamilton, Ontario. Each of the Companies owns residential real property as detailed in Appendix “B”.
6. Mr. Mongeon-Lambert advised the Receiver that Atalla Group Inc. (“**Atalla**”), also located at 1 Hunter Street East, Hamilton, Ontario, was engaged as the property manager of the Real Properties.
7. At the time of this report, eight of the thirteen properties are known to have tenants.

PURPOSE OF THE REPORT

8. This report is the Receiver's first report to the Court (the "**First Report**") in this proceeding and is filed in support of the Receiver's motion for an Order *inter alia*:
 - i. approving this First Report and the actions, activities and conduct of the Receiver as described herein;
 - ii. authorizing the Receiver to enter into listing agreements with Remax Sault Ste. Marie Realty Inc. ("**Remax**") for each of the Real Properties, in the standard OREA form, subject to the listing agreements containing usual terms and conditions required for receivership sales;
 - iii. sealing the confidential appendix to this First Report; and
 - iv. compelling Alexandre Mongeon-Lambert and Atalla to comply with the Appointment Order and provide satisfactory responses to the Receiver's information requests in respect of the Companies.

TERMS OF REFERENCE

9. In preparing this First Report, the Receiver has relied upon the Companies' books and records, unaudited and draft financial information available, certain financial information obtained from third parties, and discussions with various individuals (collectively, the "**Information**"). The Receiver has not audited nor otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.
10. This First Report has been prepared for the use of this Court in respect of the above-noted relief. This First Report should not be relied upon for any other purpose. The Receiver will not assume

responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.

11. All references to dollars are in Canadian currency unless otherwise noted.

12. In accordance with the Appointment Order, copies of unsealed materials and prescribed notices delivered and/or filed in the Receivership proceedings are available on the Receiver's case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/b4rpropertiesgroup-et-al>.

ACTIVITIES OF THE RECEIVER

13. The purpose of this Section is to provide the Court with a summary of the Receiver's activities and status of operations since the issuance of the Appointment Order.

14. Upon the Appointment Order becoming effective on March 27th, 2025, the Receiver, among other things:

- (i) Contacted Alexandre Mongeon-Lambert to discuss the Companies' operations and request information;
- (ii) Wrote to Atalla and requested copies of rent rolls, property management service agreements, leases, accounting records and funds. The Receiver has received limited responses from Atalla. The Receiver understands that Atalla is managed by Mina and Marco Atalla;
- (iii) Engaged Richmond Advisory Services Inc., a property management company, to *inter alia*:
 - a. secure vacant properties;
 - b. assess current occupancy situations;
 - c. provide rent attornment notices to tenants and collect rents;
 - d. notify utility providers of the Receivership and establish the Receiver accounts; and
 - e. manage day-to-day operations.
- (iv) Established the case website referenced in paragraph 12 above;

- (v) Prepared and filed the requisite Notice and Statement of Receiver with the Office of the Superintendent of Bankruptcy;
- (vi) Obtained property insurance as previous policies of the Companies had lapsed for non-payment of premiums; and
- (vii) Attended Sault Ste. Marie to observe a selection of the properties along with Desjardins representatives.

15. As the Companies' insurance policies over the Real Properties lapsed several months prior to the Receiver's appointment and the incumbent insurer would not reinstate the policies due to the Receivership, the Receiver obtained its own liability and property insurance through its insolvency program insurance broker.

COOPERATION OF THE DEBTORS

16. On April 1st, 2025, the Receiver had an online virtual meeting with Alexandre Mongeon-Lambert to discuss the implications of the Appointment Order and to begin gathering information about the Companies and operations. The Receiver sent Mr. Mongeon-Lambert a follow-up email (the "**April 1st Email**") that same day with a list of information requests that included financial statements, rent rolls, property tax arrears, tenant leases and bank statements. A copy of the April 1st Email is attached hereto as **Appendix "C"**.

17. Mr. Mongeon-Lambert has provided the Receiver with the requested rent roll, copies of leases, bank statements, property tax statements and corporate tax returns. He also advised the Receiver that Atalla attended to the collection of rents from tenants and administered the Companies' funds in that regard.

18. The Receiver sent a letter to Atalla on April 10th, 2025 (the "**Atalla Letter**") requesting, *inter alia*, an accounting of funds being held in respect of the Companies and payment of any residual fund balances to the Receiver. A copy of the Atalla Letter is attached hereto as **Appendix "D"**.

19. While Atalla has been generally responsive to enquiries, the Receiver was not receiving substantive information in response to its requests and thus involved its legal counsel to compel the provision of the requested information by Atalla. The email chain between Receiver's counsel and Atalla is attached hereto as **Appendix "E"**.
20. Atalla provided tenant account statements to the Receiver on May 19th, 2025. The Receiver noted that Atalla appears to have collected \$5,336.10 in rents and deposits subsequent to the Receiver's appointment. Marco Atalla advised the Receiver that he would transfer the funds to Receiver's counsel on May 22nd, 2025. At the time of writing this report these funds have not been received by Receiver's counsel.
21. The Receiver requests the assistance of the Court to compel Atalla to provide the requested financial accounting and funds to the Receiver in accordance with the Appointment Order.

PROPOSED SALE PROCESS AND THE LISTING AGREEMENT

22. Pursuant to the terms of the Appointment Order, the Receiver is authorized to market any or all of the Property (as defined in the Appointment Order), including advertising and soliciting offers in respect of the Property, or any part or parts thereof, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
23. The Receiver has obtained listing proposals to sell the remaining thirteen (13) Real Properties from three (3) realtors with experience in selling properties similar in nature to the Real Properties and within the Sault Ste. Marie and Sudbury markets where the Real Properties are located. The three real estate brokerages that provided listing proposals were CBRE Limited, Royal LePage Burloak Real Estate Services and Remax. Subject to the Receiver's request for a sealing order, a summary of the key terms of the three listing proposals will be filed with the Court as **Confidential Appendix "1"**.
24. On the basis of, among other things, commission structure, market presence and quality of the overall proposal, and with the approval of Desjardins and subject to Court approval, the Receiver

proposes to engage Remax as the Listing Broker to list the Real Properties for sale on an “as is, where is” basis. Remax has the credentials and expertise to expose the Real Properties to the marketplace. The eventual listing prices will be supported by opinions of value to be obtained from Remax as part of Remax’s service offering.

25. The Receiver requests that the Court authorize and approve the steps intended to be taken by the Receiver in furtherance of its efforts to sell the Real Properties (the “**Sale Process**”) which include:
- a. the Receiver will execute and enter into an agreement for the services of a real estate broker (the “**Listing Broker**”);
 - b. the Receiver will coordinate with the Listing Broker respecting any requirements for access to the Property or recommendations material to the listing and marketing process employed for the Real Properties, and will initiate communications with any occupants of units at the Real Properties regarding the commencement of the Sale Process and any related matters;
 - c. the Real Properties are to be offered to the market in a staggered approach so as not to flood the market all at once;
 - d. the Listing Broker will, *inter alia*:
 - i. post for sale signage on the Real Properties;
 - ii. advertise the opportunity in a local newspaper;
 - iii. advertise the opportunity online through its own media and the MLS;
 - iv. email an e-brochure to its database of investors and developers; and
 - v. provide periodic progress reports to the Receiver.
 - e. Offers will be considered as received;
26. Preference will be given to multi-property purchases as these will offer efficiencies when obtaining Court approval.
27. The Receiver is of the view that the proposed Sale Process is transparent, reasonable and fair. The Receiver believes that the Sale Process will appropriately expose the Real Properties to the

marketplace and represents the best opportunity to identify sale transactions in respect of the Real Properties with a view to maximizing value for the benefit of stakeholders.

REQUEST FOR SEALING ORDER

28. The Receiver is seeking a sealing order in respect of Confidential Appendix “1” submitted to the Court with this First Report. Confidential Appendix “1” each contains commercially sensitive information, the release of which prior to completion of a transaction in respect of the Real Properties could negatively impact the integrity of the Sale Process and be prejudicial to the receivership estate.

CONCLUSION AND RECOMMENDATIONS

29. For the reasons set out above, the Receiver respectfully requests that the Court grant the relief described in paragraph 8 of this First Report.

All of which is respectfully submitted this 3rd day of June, 2025.

**BDO Canada Limited, in its capacity as
Court appointed receiver of
B4R Properties Group – SSM Inc. and 15465737 Canada Inc.
and not in its corporate or personal capacity.**

Per:



Peter Crawley, MBA, CPA, CA, CIRP, LIT
Vice-President

Appendix “A”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) THURSDAY, THE 27TH
JUSTICE *SPURGEON*) DAY OF MARCH, 2025

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and



B4R PROPERTIES GROUP - SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT

Respondents

APPLICATION UNDER SECTION 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

APPOINTMENT ORDER

THIS APPLICATION made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "**Caisse**"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of B4R Properties Group - SSM INC. ("**B4R**") and 15465737 Canada Inc. ("**154**") (collectively referred to as the "**Borrowers**" or the "**Debtors**") acquired for or used in relation to a business carried on

by the Debtors, was heard this day by videoconference at 45 Main Street East, Hamilton, Ontario.

ON READING the Affidavit of Julie Chenard affirmed March 6, 2025 and the exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for the other parties listed on the Participant Information Sheet, with no one else appearing for the parties listed on the Service List although duly served as appears from the Affidavits of Service, filed, and on reading the Consent of BDO to act as the Receiver, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof as detailed in Schedule "A" hereto (the "**Properties**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Properties and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and

authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;
- (b) to receive, preserve, and protect the Properties, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Properties to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Properties or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Properties, including advertising and soliciting offers in respect of the Properties or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Properties or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$300,000 provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Properties;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Properties and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Properties against title to any of the Properties;

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any Trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Properties owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall

forthwith advise the Receiver of the existence of any Properties in such Person's possession or control, shall grant immediate and continued access to the Properties to the Receiver, and shall deliver all such Properties to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of

retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** any and all financial institutions, banks, and their affiliates, shall produce to the Receiver any and all Records, banking documents related to the Debtors, any transaction supporting document and any of the Debtors' records in its possession or control, having regard to the limitations of the financial institutions' retention and storage policies and practices, notwithstanding that any disclosure may include "personal property" about third parties as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors,

such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTIES

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Properties shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Properties are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Properties, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "**eligible financial contract**" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any

registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the Supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Properties and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors’ behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND CASL

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for

the Properties and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Properties (each, a “**Sale**”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Properties shall be entitled to continue to use the personal information provided to it, and related to the Properties purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Properties that might be environmentally

contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and

charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Properties, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings in the initial amount of \$800,000, and that the Receiver's Charge shall form a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount

does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Properties shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/B4RPropertiesGroup-et-al>.

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the Debtors.

31. **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.

32. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

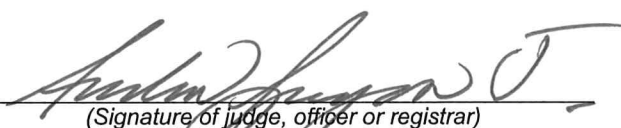
33. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial

indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.


35. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05. In accordance with *Rules* 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

Date of issuance MARCH 28, 2025
(to be completed by registrar)


(Signature of judge, officer or registrar)

Issued and entered electronically by

**Rhondda
Margetts**

 Digitally signed by
Rhondda Margetts
Date: 2025.03.28 11:47:40
-04'00'

Local Registrar
45 Main St East
Hamilton, ON
L8N 2B7

SCHEDULE "A"

Legal descriptions of the Properties:

1. LT 5 RCP H644 ST. MARY'S T/W & S/T T283586; SAULT STE. MARIE, being PIN 31543-0292 LT and municipally known as 270 Albert Street East, Sault Ste. Marie, Ontario
2. LT 16 PL 1784 KORAH; SAULT STE. MARIE, being PIN 31574-0190 LT and municipally known as 36 Cathcart Street, Sault Ste. Marie, Ontario
3. PCL 401 SEC AWS; W 1/2 OF W 1/2 LT 3 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 7 1R1946; SAULT STE. MARIE, being PIN 31578-0256 LT and municipally known as 660 Queen Street West, Sault Ste. Marie, Ontario
4. LT 6 RCP H644 ST. MARY'S T/W & S/T T340528; SAULT STE. MARIE, being PIN 31543-0294 LT and municipally known as 266 Albert Street East, Sault Ste. Marie, Ontario
5. LT 2 PL 161 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31538-0059 LT and municipally known as 184 Woodward Avenue, Sault Ste. Marie, Ontario
6. LT 29 PL 17553 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0056 LT and municipally known as 156 Central Park Avenue, Sault Ste. Marie, Ontario
7. PT LT 68-70 PL 12983 ST. MARY'S AS IN T287009, SAULT STE. MARIE, being PIN 31576-0200 LT and municipally known as 167 John Street, Sault Ste. Marie, Ontario
8. LT 194 PLAN 47S CITY OF SUDBURY, being PIN 02133-0165 LT and municipally known as 306 Kathleen Street, Sudbury, Ontario
9. LT 65 PL 1749 KORAH AS AMENDED BY T66031; SAULT STE. MARIE, being PIN 31580-0072 LT and municipally known as 36 Wallace Terrace, Sault Ste. Marie, Ontario
10. PT LT 7 BLK 18 PL 285 ST. MARY'S AS IN T338828; SAULT STE. MARIE, being PIN 31548-0137 LT and municipally known as 4 Lansdowne Avenue, Sault Ste. Marie, Ontario
11. LT 28 PL 310 ST. MARY'S; SAULT STE. MARIE, being PIN 31541-0202 LT and municipally known as 157 Church Street, Sault Ste. Marie, Ontario
12. PT LT 11 PLAN 1SC IN S104803; S/T S35559 CITY OF SUDBURY, being PIN 02135-0014 LT and municipally known as 252 Bloor Street, Sudbury, Ontario
13. LT 10 BLK 29 PL 2872 KORAH; PT LT 9 BLK 29 PL 2872 KORAH AS IN T205118; PT LANE BLK 29 PL 2872 KORAH CLOSED BY T220708 PT 3 & 8 1R4824; S/T T221042, T223412E; SAULT STE. MARIE, being PIN 31592-0006 LT and municipally known as 651 Wallace Terrace, Sault Ste. Marie, Ontario

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties B4R Properties Group - SSM INC. ("**B4R**") and 15465737 Canada Inc. ("**154**") (collectively referred to as the "**Borrowers**" or the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Properties**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 27th day of March, 2025, (the "**Order**") made in an action having Court file number CV-25-00089290-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

1. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

2. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Properties, in priority to the security interests of any other person, but subject to the

priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Properties in respect of its remuneration and expenses.

3. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Sudbury, Ontario.

4. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

5. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Properties as authorized by the Order and as authorized by any further or other order of the Court.

6. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____, day of _____, 20__.

BDO Canada Limited, solely in its capacity as Receiver of the Properties, and not in its personal capacity

Per: _____
Name:
Title:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

- and -

Applicant

Court File No. CV-25-00089290-0000
A436
B4R PROPERTIES GROUP - SSM INC., 15465737
CANADA INC. and ALEXANDRE MONGEON-LAMBERT
Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

APPOINTMENT ORDER

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Bart Sarsh (LSO No. 59208N)

Tel: 905-540-3242
Bart.Sarsh@gowlingwlg.com

Caroline Mowat (LSO No. 70393W)

Tel: 905-540-3248
Caroline.Mowat@gowlingwlg.com

Lawyers for the Applicant

File Numbers: G10020789 and G10021889

Appendix “B”

Mongeon-Lambert Group
List of Real Properties

Owner	Address
1 B4R Property Group - SSM inc.	270 ALBERT ST E SAULT STE.MARIE (loan #01)
2 B4R Property Group - SSM inc.	36 CATHCART ST SAULT STE.MARIE (loan #02)
3 B4R Property Group - SSM inc.	660 QUEEN ST W SAULT STE.MARIE (loan #03)
4 B4R Property Group - SSM inc.	266 ALBERT ST E SAULT STE.MARIE (loan #04)
5 B4R Property Group - SSM inc.	182-184 WOODWARD AVE SAULT STE.MARIE (loan #05)
6 15465737 CANADA INC.	156 CENTRAL PARK AV SAULT STE.MARIE (loan #01)
7 15465737 CANADA INC.	167 JOHN ST SAULT STE. MARIE (loan #01)
8 15465737 CANADA INC.	306 KATHLEEN ST SUDBURY (loan #01)
9 15465737 CANADA INC.	36 WALLACE TERR SAULT STE.MARIE (loan #01)
10 15465737 CANADA INC.	4 LANSDOWNE AVE SAULT STE.MARIE (loan #01)
11 15465737 CANADA INC.	157 CHURCH ST SAULT STE.MARIE (loan #02)
12 15465737 CANADA INC.	252 BLOOR ST SUDBURY (loan #02)
13 15465737 CANADA INC.	651 WALLACE TERR SAULT STE.MARIE (loan #02)

Appendix “C”

Crawley, Peter

From: Crawley, Peter
Sent: April 1, 2025 4:01 PM
To: mongeon.lambert@outlook.com
Cc: Mazur, Chris
Subject: RE: [EXT] Re: Caisse Desjardins
Attachments: Mongeon-Lambert Group Properties.xlsx

Alex,

Thank you again for your time today. As discussed, below please find our initial information request.

With respect to:

- a) B4R Property Group - SSM Inc.
- b) 15465737 Canada Inc.

please provide the following:

- 1) Most recent annual financial statements
- 2) Most recent internal financial statements
- 3) Most recent corporate tax return
- 4) List of all creditors (in Excel), to include:
 - a. Name
 - b. Address
 - c. Amount owed
 - d. Status - secured/unsecured(eg. trade payables, utilities, property taxes, other lenders)
- 5) Bank statements for all company bank accounts for the previous 12 months
- 6) RENT ROLL:
 - Address
 - Tenant name
 - Contact details (email/phone #)
 - Term of lease
 - Monthly rent amount
 - Current rent arrears (if any)
 - Who pays utilities?
 - Status of property (if unoccupied?/for sale?/other?)
 - See attached spreadsheet
 - Details of City orders, if any (bylaws, building cods etc)
 - Details of Landlord - Tenant Tribunal proceedings, if any

 - Provide copies of leases
- 7) Contact details for Property Manager at Atalla Group (Marco)
- 8) Contact details for broker at Cooperators
- 9) Contact details for any City officials involved in active orders
- 10) Contact details for Realtor/listing agent

- Provide copies of listing agreements

Thank you for your prompt attention.

Peter Crawley, MBA, CA, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
BDO CANADA LIMITED
Financial Advisory Services
Direct: 289.678.0243

From: Alex Lambert <Mongeon.lambert@outlook.com>
Sent: March 31, 2025 11:21 AM
To: Mazur, Chris <CMazur@bdo.ca>
Cc: Sarsh, Bart <Bart.Sarsh@gowlingwlg.com>; Jason Spetter <jspetter@szklaw.ca>; Crawley, Peter <pcrawley@bdo.ca>
Subject: [EXT] Re: Caisse Desjardins

Hi Chris,
Apologies for the late reply.
I am available tomorrow any time after noon - how about 13h00?

Thank you,
Alex.

From: Mazur, Chris <CMazur@bdo.ca>
Sent: March 28, 2025 1:13 PM
To: mongeon.lambert@outlook.com <mongeon.lambert@outlook.com>
Cc: Sarsh, Bart <Bart.Sarsh@gowlingwlg.com>; Jason Spetter <jspetter@szklaw.ca>; Crawley, Peter <pcrawley@bdo.ca>; Mazur, Chris <CMazur@bdo.ca>
Subject: Caisse Desjardins

Mr. Mongeon-Lambert,

I am reaching out to you as the freshly appointed Receiver pursuant to the attached order granted on application by Caisse Desjardins.

Accordingly, we wish to initiate discussions with you to assist and facilitate BDO in carrying out our mandate pursuant to the above-mentioned order.

We would appreciate some of your time on Monday for a call.

Please advise on your availability and we'll accommodate your schedule.

Regards, Chris

Christopher Mazur, CIRP, LIT

Partner/Senior Vice-President

Business Restructuring & Turnaround Services

BDO Canada Limited

cmazur@bdo.ca

25 Main Street West, Suite 805

Hamilton, Ontario

L8P 1H1

Canada

Tel: 905-524-1008

Fax: 905-570-0249

www.bdo.ca

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BDO est fier d'être l'un des 100 meilleurs employeurs du Canada



Appendix “D”



Tel: 905 524 1008
Fax: 905 570 0249
www.bdo.ca

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton, Ontario
L8P 1H1 Canada

April 8, 2025

Email: admin@atallagroup.com

Atalla Group Inc.
1 Hunter Street East
Hamilton, ON

Attention: Marco Atalla

Dear Sirs:

In the Matter of the Receivership of B4R Property Group - SSM Inc. and 15465737
Canada Inc. (the "Companies")

Please be advised that BDO Canada Limited became court appointed receiver of the Companies pursuant to the order of Justice Spurgeon dated March 27, 2025 (the "Appointment Order"). A copy of the Appointment Order is attached.

In accordance with paragraphs 4 to 6 of the Appointment Order, we are writing to request the following from you:

- i) A copy(ies) of the applicable property manager services agreement(s) between Atalla Group Inc. ("Atalla") and each of the Companies. Please be advised that any agreement between Atalla and the Companies is hereby terminated;
- ii) A copy of the current rent roll for each of the Companies, in Excel;
- iii) Copies of all leases with tenants;
- iv) An accounting of the current funds held by Atalla in respect of the Companies; and
- v) Payment of any residual fund balance held by Atalla on behalf of the Companies. Payment can be made payable to "BDO Canada Limited re: Mongeon-Lambert Group" and mailed to:

BDO Canada Limited
805-25 Main St W
Hamilton, ON L8P 1H1

Please call the undersigned at (289-678-0243) if you wish to discuss the foregoing. Thank you for your prompt attention to this matter.

Yours truly,

BDO Canada Limited, in its capacity as court appointed receiver
Of B4R Properties Group - SSM Inc. and 15465737 Canada Inc.

Per: Peter Crawley, MBA, CPA, CA, CIRP, LIT
Vice President
Encl.

Appendix “E”

Crawley, Peter

From: Jason Spetter <jspetter@szklaw.ca>
Sent: May 29, 2025 3:07 PM
To: Atalla Group Admin
Cc: Marco Atalla; mongeon.lambert@outlook.com; Crawley, Peter; Mazur, Chris
Subject: RE: [EXT] FW: In the Matter of the Receivership of the Mongeon-Lambert Group of Companies

Good afternoon,

Confirming no response was received with respect to my email below. The motion will be proceeding.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Jason Spetter
Sent: May 28, 2025 1:22 PM
To: 'Atalla Group Admin' <admin@atallagroup.com>
Cc: Marco Atalla <marco@atallagroup.com>; mongeon.lambert@outlook.com; Crawley, Peter <pcrawley@bdo.ca>; Mazur, Chris <CMazur@bdo.ca>
Subject: RE: [EXT] FW: In the Matter of the Receivership of the Mongeon-Lambert Group of Companies

We look forward to the payment. However, until the payment is received along with satisfactory responses to the following questions (which have been asked several times now), our instructions are to proceed with the motion:

1. An accounting of the funds received?
2. Where were rental payments being sent prior to BDO's appointment?
3. Were any funds disbursed after BDO's appointment?

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Atalla Group Admin <admin@atallagroup.com>
Sent: May 28, 2025 12:53 PM
To: Jason Spetter <jspetter@szklaw.ca>
Cc: Marco Atalla <marco@atallagroup.com>; mongeon.lambert@outlook.com; Crawley, Peter <pcrawley@bdo.ca>;

Mazur, Chris <CMazur@bdo.ca>

Subject: Re: [EXT] FW: In the Matter of the Receivership of the Mongeon-Lambert Group of Companies

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

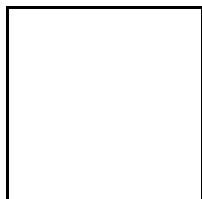
No need for order, we will just take the hit on the work we did and just send the requested amount. Thank you.

Yours Truly,

Admin Team

Atalla Group Inc. | 1 (866) 928-2552

www.AtallaGroup.com



On Wed, May 28, 2025 at 11:18 AM Jason Spetter <jspetter@szklaw.ca> wrote:

Marco,

Respectfully, your response is not satisfactory. The receiver will be bringing a motion shortly wherein we will be seeking an order, among other things, that compels your cooperation, including the payment of all rent collected but not paid to the receiver.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Marco Atalla <marco@atallagroup.com>

Sent: May 28, 2025 9:59 AM

To: Jason Spetter <jspetter@szklaw.ca>

Cc: Atalla Group Admin <admin@atallagroup.com>; mongeon.lambert@outlook.com; Crawley, Peter

<pcrawley@bdo.ca>; Mazur, Chris <CMazur@bdo.ca>

Subject: Re: [EXT] FW: In the Matter of the Receivership of the Mongeon-Lambert Group of Companies

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jason, we are actively working on this. We have repairs made to the units in order to have tenants move in to certain units. Will send to you shortly to discuss.

Marco Atalla

1.866.928.2552 | marco@atallagroup.com

www.AtallaGroup.com

On Mon, May 26, 2025 at 8:54 AM Jason Spetter <jspetter@szklaw.ca> wrote:

Marco,

On May 22nd, you promised to make the payment on May 23rd. Please confirm whether the payment was made and provide proof of the wire.

Also, we again ask you to provide details of the following:

1. An accounting of the funds received?
2. Where were rental payments being sent prior to BDO's appointment?
3. Were any funds disbursed after BDO's appointment?

We need a response by end of business today.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Jason Spetter
Sent: May 22, 2025 6:24 PM
To: Marco Atalla <marco@atallagroup.com>
Cc: Atalla Group Admin <admin@atallagroup.com>; mongeon.lambert@outlook.com; Crawley, Peter <pcrawley@bdo.ca>; Mazur, Chris <CMazur@bdo.ca>
Subject: RE: [EXT] FW: In the Matter of the Receivership of the Mongeon-Lambert Group of Companies

Thank you, Marco. Please confirm details that have been requested.

Jason Spetter | Co-Managing Director
D. 416 789 0655 | jspetter@szklaw.ca



From: Marco Atalla <marco@atallagroup.com>
Sent: May 22, 2025 6:20 PM
To: Jason Spetter <jspetter@szklaw.ca>
Cc: Atalla Group Admin <admin@atallagroup.com>; mongeon.lambert@outlook.com; Crawley, Peter <pcrawley@bdo.ca>; Mazur, Chris <CMazur@bdo.ca>
Subject: Re: [EXT] FW: In the Matter of the Receivership of the Mongeon-Lambert Group of Companies

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

So sorry, I got caught in an urgent matter. I'll 100% head to the bank tomorrow and make the transfer.

On Thu, May 22, 2025 at 12:35 PM Jason Spetter <jspetter@szklaw.ca> wrote:

Good afternoon,

While we await payment from Marco, we are still awaiting responses to my queries below.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Jason Spetter
Sent: May 20, 2025 4:51 PM
To: Atalla Group Admin <admin@atallagroup.com>; marco@atallagroup.com
Cc: mongeon.lambert@outlook.com; Crawley, Peter <pcrawley@bdo.ca>; Mazur, Chris <CMazur@bdo.ca>
Subject: RE: [EXT] FW: In the Matter of the Receivership of the Mongeon-Lambert Group of Companies

Thank you for your email. We note that Atalla collected April rents. See below.

- a. Wiloughyby – 1-157 Church St, SSM = \$750.15
- b. Kanold – 2-157 Church St , SSM = \$1,300.00
- c. Berard – 2-252 Bloor St, Sudbury = \$785.95
- d. Chalal – 2 – 4 Lansdowne, SSM = \$1,300.00
- e. Menard – 2-156 Central Park Ave, SSM = \$150.00
- f. Sharpe – 1-184 Woodward SSM = \$2,015 pd in April, \$1050 paid in Mar = security deposits, never moved in.

Please provide specific answers to the following questions:

1. Where is the above money?
2. Where were rental payments being sent prior to BDO's appointment?
3. Were any funds disbursed after BDO's appointment?

@marco@atallagroup.com confirming I returned your call of this afternoon and left you a message at 4:45pm.

Jason Spetter | Co-Managing Director

D. 416 789 0655 | jspetter@szklaw.ca



From: Atalla Group Admin <admin@atallagroup.com>

Sent: May 19, 2025 1:28 PM

To: Jason Spetter <jspetter@szklaw.ca>

Cc: marco@atallagroup.com; mongeon.lambert@outlook.com; Mazur, Chris <CMazur@bdo.ca>; Crawley, Peter <pcrawley@bdo.ca>

Subject: Re: In the Matter of the Receivership of the Mongeon-Lambert Group of Companies

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jason,

Attached are lease ledgers for the occupied units. All others are vacant.

Marco, will have to confirm the transfer of funds.

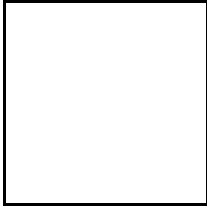
Regards,

Yours Truly,

Admin Team

Atalla Group Inc. | 1 (866) 928-2552

www.AtallaGroup.com



On Thu, May 15, 2025 at 6:37 PM Jason Spetter <jspetter@szklaw.ca> wrote:

Hi Mina, Marco, and Alex:

We are lawyers for receiver, BDO Canada Limited with respect to this matter. For your reference, I have attached correspondence you have had with BDO. As you know, the receivership order requires that you cooperate with the receiver in the execution of its mandate.

We understand that there has been some cooperation with respect to uploading documents to BDO's portal. However, they have no visibility regarding the collection of rents for April and May. This is a significant concern as part of the receiver's mandate is to collect and preserve funds receiving from tenants. We trust this is merely an oversight; however, BDO has not received a response to their multiple queries in connection to the collection and deposit of the rental payments.

To avoid any uncertainty, BDO requires that you do the following no later than 5pm on Tuesday, May 20, 2025:

1. Transfer all funds received relating to the collection of rents for April and May to the receiver's account. Funds can be wired to the receiver's account (see wire details attached);
2. Provide a full accounting of all rents collected for April and May.

Should you not cooperate with the above made requests by Tuesday at 5pm, BDO will have no choice but to bring an urgent motion to compel your cooperation from the court. We trust that won't be necessary.

Jason Spetter | B.A., LL.B.

Co-Managing Director

D. 416 789 0655

jspetter@szklaw.ca



Spetter Zeitz Klaiman PC

Barristers & Solicitors

[100 Sheppard Avenue East, Suite 850](#)

[Toronto ON, M2N 6N5](#)

szklaw.ca

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TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) ON THURSDAY, THE 12TH DAY
)
M_____ JUSTICE) OF JUNE, 2025

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

B4R PROPERTIES GROUP - SSM INC., 15465737 CANADA INC. and ALEXANDRE
MONGEON-LAMBERT

Respondents

ORDER

THIS MOTION made by BDO Canada Limited in its capacity as the Court-appointed Receiver and Manager (in such capacities, the "**Receiver**"), without security, of all the assets, undertakings, and properties of B4R Properties Group - SSM INC. ("**B4R**") and 15465737 Canada Inc. ("**154**") (collectively the "**Debtors**") for an Order, amongst other things, approving the terms of the sales transactions described in the First Report of the Receiver, dated June 3rd 2025 (the "**First Report**") was heard this day by judicial video conference, ZOOM, at the Courthouse at 45 Main Street, Hamilton, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although served as appears from the Affidavit of Talia Oshana sworn June 3, 2025, filed:

1. **THIS COURT ORDERS** that that the time for service of the Receiver's Notice of Motion and 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 First Report and the activities and conduct of the Receiver as set out in the First Report 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 in any way such approval.

3. **THIS COURT ORDERS** that the Receiver is authorized to enter into listing agreements with Remax Sault Ste. Marie Realty Inc. for each of the Real Properties listed in Schedule "A" to this Order.

4. **THIS COURT ORDERS** that the Receiver is authorized and directed, nunc pro tunc, to redact from the First Report served on the parties named in the service list the details of the listings and agreements of purchase and sales, as attached as Confidential Appendices to the First Report.

5. **THIS COURT ORDERS** that the Confidential Appendices, shall be sealed, kept confidential, and shall not form part of the public record until the earlier of the closing of all of transactions further order of the Court.

6. **THIS COURT ORDERS** that the Debtors' director, Alexandre Mongeon-Lambert comply with the Appointment Order of Justice Spurgeon dated March 27th, 2025 and to provide satisfactory responses to the Receiver's information requests in respect of the Debtors;

7. **THIS COURT ORDERS** that the Alexandre Mongeon-Lambert pay costs related to the enforcement of their obligations, in the amount of \$_____.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for entry or filing.

Schedule “A”

Mongeon-Lambert Group
List of Real Properties

Owner	Address
1 B4R Property Group - SSM inc.	270 ALBERT ST E SAULT STE.MARIE (loan #01)
2 B4R Property Group - SSM inc.	36 CATHCART ST SAULT STE.MARIE (loan #02)
3 B4R Property Group - SSM inc.	660 QUEEN ST W SAULT STE.MARIE (loan #03)
4 B4R Property Group - SSM inc.	266 ALBERT ST E SAULT STE.MARIE (loan #04)
5 B4R Property Group - SSM inc.	182-184 WOODWARD AVE SAULT STE.MARIE (loan #05)
6 15465737 CANADA INC.	156 CENTRAL PARK AV SAULT STE.MARIE (loan #01)
7 15465737 CANADA INC.	167 JOHN ST SAULT STE. MARIE (loan #01)
8 15465737 CANADA INC.	306 KATHLEEN ST SUDBURY (loan #01)
9 15465737 CANADA INC.	36 WALLACE TERR SAULT STE.MARIE (loan #01)
10 15465737 CANADA INC.	4 LANSDOWNE AVE SAULT STE.MARIE (loan #01)
11 15465737 CANADA INC.	157 CHURCH ST SAULT STE.MARIE (loan #02)
12 15465737 CANADA INC.	252 BLOOR ST SUDBURY (loan #02)
13 15465737 CANADA INC.	651 WALLACE TERR SAULT STE.MARIE (loan #02)

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

B4R PROPERTIES GROUP - SSM INC. et al.

Respondents

Court File No.: CV-25-00089290-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

ORDER

SPETTER ZEITZ KLAIMAN PC

Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

JASON D. SPETTER

LSO No. 46105S

Tel: 416-789-0652

Fax: 416-789-9015

Email: jspetter@szklaw.ca

Lawyers for the Receiver,
BDO Canada Limited

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

B4R PROPERTIES GROUP - SSM INC. et al.

Respondents

Court File No.: CV-25-00089290-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

MOTION RECORD

SPETTER ZEITZ KLAIMAN PC

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Fax: 416-789-9015

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Lawyers for the Receiver,
BDO Canada Limited