

Court File No. CV-25-00089291-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE *Madam*)
JUSTICE *Antoniani*)
TUESDAY THE 23RD DAY
OF JUNE 2026

B E T W E E N:



CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

12905060 CANADA INC., 1000373090 ONTARIO INC.,
14611799 CANADA INC., 14833074 CANADA INC.,
14825641 CANADA INC., 12631521 CANADA INC.,
1000593693 ONTARIO INC. and NELS MOXNESS

Respondents

ORDER

THIS MOTION made by BDO Canada Limited in its capacity as the Court-appointed as Receiver and Manager (in such capacities, the "**Receiver**"), without security, of all the assets, undertakings, and properties of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**") and 1000593693 Ontario Inc. ("**10005**") (collectively the "**Debtors**") for an Order, amongst other things, approving the terms of the sale transaction described in the Fifth Report of the Receiver, dated June 16th, 2026 (the "**Fifth Report**") was heard this day at the Courthouse at 45 Main Street, Hamilton, Ontario.

ON READING the Fifth 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 16 2026, filed:

1. **THIS COURT ORDERS** 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 Fifth Report and the activities and conduct of the Receiver set out in the Fifth 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 2 Confidential Appendices referred to in the Fifth Report 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 ^{of} order of the Court.
4. **THIS COURT ORDERS** that the Receiver is authorized and directed to make a distribution to Desjardins (the "**Desjardins Distribution**") in the amount sufficient to repay to Desjardins in full and final satisfaction of all amounts owing by 126 to Desjardins from the 153 Church Sale Transaction, as set out in the Fifth Report.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Fifth Report and the Fee Affidavits, are hereby approved and the Receiver is hereby authorized to pay any unpaid fees and disbursements herein approved.
6. **THE COURT ORDERS** that the Receiver's interim statement of receipts and disbursements dated June 15th, 2026 is hereby approved
7. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a

Receiver's certificate to the 153 Church Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of 126 right, title, benefit and interest in and to the 153 Church Property described in the 153 Church APS, including the lands legally described in Schedule B hereto, shall vest absolutely in the 153 Church Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order dated March 27, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

8. **THIS COURT ORDERS** that upon the registration in the applicable land registry office or land titles office of a transfer/deed of land or equivalent document, or of an application for registration of this Order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby directed to enter the 153 Church Purchaser as the owner of the subject real property in fee simple, and is hereby directed to delete and

expunge from title to the real property all of the Claims listed in Schedule C hereto.

9. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver and / or its solicitors or its agents to file one or more financing change statements to discharge the Personal Property Security Act (Ontario) registrations set forth in Schedule E.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the 153 Church Property shall stand in the place and stead of the 153 Church Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the 153 Church Property with the same priority as they had with respect to the 153 Church Property immediately prior to the sale, as if the 153 Church 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.

11. **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 126 and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of 126

the vesting of the 153 Church Property in the 153 Church Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 126 and shall not be void or voidable by creditors of 126, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the Bankruptcy and Insolvency Act (Canada) or any

other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of section 6(3) of the Retail Sales Act (Ontario).

13. **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.

14. **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.



Issued and entered electronically by

**Rhondda
Margetts**

Digitally signed by
Rhondda Margetts
Date: 2026.06.24
14:44:15 -04'00'

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

Schedule "A"

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Spurgeon, of the Ontario Superior Court of Justice (the "Court") dated March 27, 2025, BDO Canada Ltd was appointed as the receiver (the "Receiver") of the undertaking, property and assets of 12905060 Canada Inc. ("129"), 1000373090 Ontario Inc. ("10003"), 14611799 Canada Inc. ("1799co"), 14833074 Canada Inc. ("1483"), 14825641 Canada ("1482"), 12631521 Canada Inc. ("126") and 1000593693 Ontario Inc. ("10005") (collectively the "Debtors").
- B. Pursuant to an Order of the Court dated June 23rd 2026, the Court approved the 153 Church APS made as of May 14th 2026 (the "153 Church APS") between the Receiver BDO Canada Ltd. and Joseph Kilby and Yvonne Kilby (the collectively "153 Church Purchaser") and provided for the vesting in the 153 Church Purchaser of the Debtor's right, title and interest in and to the 153 Church Street, Sault Ste Marie (the "153 Church Property"), which vesting is to be effective with respect to the 153 Church Property upon the delivery by the Receiver to the 156 Church Purchaser of a certificate confirming (i) the payment by the 153 Church Purchaser of the Purchase Price for the 153 Church Property (ii) that the conditions to Closing as set out in section Schedule A, and A1 of the 153 Church APS have been satisfied or waived by the Receiver and the 153 Church Purchaser; and (iii) the 153 Church Sale Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the 153 Church APS.

THE RECEIVER CERTIFIES the following:

1. The 153 Church Purchaser has paid and the Receiver has received the Purchase Price for the 153 Church Property payable on the Closing Date pursuant to the APS;
2. The conditions to Closing as set out in section Schedule A, and A1 of the 153 Church APS have been satisfied or waived by the Receiver and the 153 Church Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at 4:55 PM on ,2025.

BDO CANADA LTD., in its capacity as Receiver of the undertaking, property and assets of the Debtors, and not in its personal capacity

Per:

Name: Peter Crawley
Title: A.S.O.

Schedule “B” – Description of Lands

<u>PIN</u>	<u>Legal Description</u>
31541-0204 (LT)	LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE

Schedule “C” - Claims to be deleted and expunged from title to Real Property

PIN - 31541-0204 (LT)

REG NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
AL264341	2023/05/04	CHARGE	\$280,000	12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
AL264342	2023/05/04	NOTICE OF ASSIGNMENT OF RENT GENERAL		12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
AL292712	2025/04/22	CERTIFICATE	\$4,138	THE CORPORATION OF THE CITY OF SAULT STE. MARIE	
AL301631	2025/10/31	APPLICATION COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property (unaffected by the Vesting Order)

“Permitted Encumbrances” means the following:

1. The exceptions and qualifications set out in the Land Titles Act (Ontario) and/or on the parcel registers for the Property;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements, servitudes, rights-of-way, licences, restrictions that run with the land and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due or liens for same which are due but the validity of which are being contested in good faith by the Vendor provided that the Vendor has provided security which in the opinion of the Vendor, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
5. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property;
6. Any subdivision agreements, site plan agreements, development agreements and any other agreements with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction;
7. Defects or irregularities in title to the Property; and

8. Without in any way limiting the generality of any of the foregoing, the following specific instruments registered on title against the Property:

None.

Schedule E – PPSA Registrations to be Deleted

PPSA Reg'n Number	PPSA Reg'n Date	Debtor	Secured Party	Collateral	Collateral Description	Reg'n Period	File #
20250326 1027 1590 3457	March 26 2025	1263152 1 Canada Inc.	Caisse Desjardins Ontario Credit Union Inc.	Accounts and Other	ALL RENTS, INCOME AND OTHER MONIES DUE TO THE DEBTOR UNDER ALL CURRENT AND FUTURE LEASES AND RENTAL AGREEMENTS FROM THE PROPERTIES MUNICIPALLY KNOWN AS [...]153 CHURCH STREET, SAULT STE. MARIE, ONTARIO...	5 years	514566486

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Applicant

-and-

12905060 CANADA INC.
Respondents
Court File No.: CV-25-00089291-0000

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 Email: jspetter@szklaw.ca	
MATTHEW R. HARRIS LSO No. 63135e Email: mharris@szklaw.ca	
Tel: 416-789-0652 Fax: 416-789-9015	
Lawyers for the Receiver, BDO Canada Limited	